



Metropolitan Nashville and Davidson County, TN Meeting Agenda

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

Metropolitan Council

Tuesday, February 16, 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

In-person attendance is prohibited at this time to protect the public health, safety, and welfare. Council Members will participate electronically, and members of the public can watch the meeting live at stream.nashville.gov. Metro residents can view the meeting on MNN at Comcast channel 3, AT&T Uverse channel 99, Google Fiber channel 3, and the MNN Roku channel.

F. Elections and Confirmations

F1. [21-008](#) Community Oversight Board

Election to fill four (4) vacancies for terms that expire January 31, 2024: three (3) seats to be filled by community organization or petition; one (1) seat to be filled by Council Member nomination.

Mr. Edward Baylor (Organization; Council Member)
Ms. Davette Blalock (Organization; Council Member)
Judge (Ret.) Joe B. Brown (Organization)
Ms. Mary Byrd (Organization)
Mr. Arnold Hayes (Organization; Council Members)
Ms. Brandy Hayes (Organization)
Ms. Stephanie Kang (Organization)
Ms. Makayla McCree (Organization; Council Member)
Ms. Sarah Paschal (Organization)
Mr. Joseph Ravenell (Petition; Council Member)
Ms. Brenda Ross (Organization)
Ms. Carol Swain (Organization)
Mr. Mark Wynn (Organization)

[Legislative History](#)

- 2/9/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee
- F2.** [21-009](#) Fair Commissioners Board
- Reappointment of Dr. Sheri Weiner for a term expiring April 6, 2026.
Legislative History
- 2/9/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee
- F3.** [21-010](#) Hospital Authority
- Appointment of Ms. Michelle Robertson for a term expiring September 6, 2025.
Legislative History
- 1/26/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee
- F4.** [21-011](#) Hospital Authority
- Reappointment of Pastor Frank Stevenson for a term expiring September 6, 2024.
Pastor Stevenson will fill the unexpired term of Ms. Anna-Gene O'Neal.
Legislative History
- 2/9/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee
- F5.** [21-012](#) Planning Commission
- Reappointment of Dr. Pearl Sims for a term expiring March 31, 2025.
Legislative History
- 2/9/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee
- F6.** [21-013](#) Social Services Commission
- Appointment of Ms. April Calvin for a term expiring April 3, 2026.
Legislative History
- 2/9/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

G. Consent Resolutions and Resolutions

1. [RS2021-756](#) A resolution approving amendment one to a grant from the Center for Tech and Civic Life to The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Election Commission, to provide planning and operationalizing of a safe and secure election administration in Davidson County in 2020.

Sponsors: Johnston

Attachments: [RS2021-756 legislation packet](#)

Legislative History

2/9/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
--------	----------------------	--

2. [RS2021-757](#) Initial resolution determining to issue general obligation bonds of The Metropolitan Government of Nashville and Davidson County in an aggregate principal amount of not to exceed \$474,610,000.

Sponsors: Toombs, VanReece and Rosenberg

Attachments: [RS2021-757 Exhibit A](#)
[RS2021-757 Exhibit B](#)

Legislative History

2/9/21	Metropolitan Council	referred to the Budget and Finance Committee
--------	----------------------	--

3. [RS2021-758](#) Resolution reducing the authority of The Metropolitan Government of Nashville and Davidson County to issue general obligation bonds pursuant to certain initial resolutions previously adopted by the Metropolitan County Council.

Sponsors: Toombs

Attachments: [RS2021-758](#)
[RS2021-758 Exhibit A](#)

Legislative History

2/9/21	Metropolitan Council	referred to the Budget and Finance Committee
--------	----------------------	--

4. [RS2021-759](#) A resolution approving amendment two to a grant from Living Cities to The Metropolitan Government, acting by and through the Finance Department - Procurement Division, to support the city's work with the City Accelerator's Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government's procurement process.

Sponsors: Toombs, Welsch and Suara

Attachments: [RS2021-759 legislation packet](#)

Legislative History

2/9/21	Metropolitan Council	referred to the Budget and Finance Committee
--------	----------------------	--

5. [RS2021-760](#) A resolution to approve the Second Amendment to a grant contract for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Affordable Housing Resources.

Sponsors: Suara, VanReece, Welsch, Allen and Toombs

Attachments: [RS2021-760 Legislation Packet](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

6. [RS2021-761](#) A resolution to approve the Second Amendment to a grant contract for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Fifteenth Avenue Baptist CDC.

Sponsors: Suara, Welsch, Allen and Toombs

Attachments: [RS2021-761 Legislation Packet](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

7. [RS2021-762](#) A resolution approving an application for a grant from the National Park Service African American Civil Rights (AACR) History grant program to the Metropolitan Government, acting by and through the Metropolitan Nashville Historical Commission, to provide for the completion of a countywide historical context about Nashville and Davidson County's involvement in the Civil Rights Movement.

Sponsors: Toombs, Murphy, Welsch, Suara and Hancock

Attachments: [RS2021-762 Grant Application](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

2/9/21 Metropolitan Council referred to the Planning, Zoning, and Historical Committee

8. [RS2021-763](#) A resolution approving an intergovernmental agreement between the Emergency Communications District for Nashville-Davidson County ("ECD") and the Metropolitan Government of Nashville and Davidson County ("Metro") for funding improvements to the Department of Emergency Communications Center.

Sponsors: Toombs and Gamble

Attachments: [RS2021-763 agreement](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

9. [RS2021-764](#) A resolution approving an application for an Urban Transportation Planning Grant from the State of Tennessee, Department of Transportation, to The Metropolitan Government of Nashville and Davidson County.

Sponsors: Toombs, Murphy, Nash and Welsch

Attachments: [RS2021-764 Planning Grant](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

2/9/21 Metropolitan Council referred to the Planning, Zoning, and Historical Committee

2/9/21 Metropolitan Council referred to the Public Works Committee

10. [RS2021-765](#) A resolution approving amendment three to a grant from the National Endowment for the Arts to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city.

Sponsors: VanReece, Welsch, Suara and Toombs

Attachments: [RS2021-765 legislation packet](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

11. [RS2021-766](#) A resolution approving an application for an Assistance to Firefighters Grant from the U.S. Department of Homeland Security to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Fire Department, to protect the health and safety of the public and first responder personnel against fire and fire-related hazards.

Sponsors: Toombs, Gamble and Suara

Attachments: [RS2021-766 legislation packet](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

12. [RS2021-767](#) A resolution approving amendment three to a grant from the Tennessee Department of Health to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities.

Sponsors: Toombs, Taylor, Welsch and Suara

Attachments: [RS2021-767 legislation packet](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

13. [RS2021-768](#) A resolution approving amendment two to a grant from the Tennessee Department of Health to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to promote the proper use of all recommended vaccines, and respond to vaccine preventable diseases in collaboration with the CDC and other partners.

Sponsors: Toombs, Taylor, Welsch and Suara

Attachments: [RS2021-768 legislation packet](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

14. [RS2021-769](#) A resolution accepting a grant from the Association of Food and Drug Officials (AFDO), to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to attend the FDA Southeast Regional Seminar to enhance conformance with voluntary national retail food regulatory program standards.

Sponsors: Toombs, Taylor and Welsch

Attachments: [RS2021-769 legislation packet](#)

Legislative History

2/9/21 Metropolitan Council referred to the Budget and Finance Committee

15. [RS2021-770](#) A resolution authorizing The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to enter into a Facility Encroachment Agreement with CSX TRANSPORTATION, INC. to abandon an existing water main, and to construct, use and maintain water main in the railroad right-of-way at 2nd Avenue North, north of Jo Johnston Avenue in Davidson County, (Project No. 19-WG-122 and Proposal No. 2021M-006AG-001).

Sponsors: Toombs, Murphy and Nash

Attachments: [RS2021-770 Agreement](#)
[RS2021-770 Exhibit](#)

Legislative History

1/25/21	Planning Commission	approved
2/9/21	Metropolitan Council	referred to the Budget and Finance Committee
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/9/21	Metropolitan Council	referred to the Public Works Committee

16. [RS2021-771](#) A resolution authorizing Midtown Hotel Partners, LLC to construct and install an aerial encroachment at 109 29th Avenue North (Proposal No.2021M-003EN-001).

Sponsors: Taylor, Murphy and Nash

Attachments: [RS2021-771 agreement and sketch](#)
[RS2021-771 certificate of insurance](#)

Legislative History

1/19/21	Planning Commission	approved
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/9/21	Metropolitan Council	referred to the Public Works Committee

17. [RS2021-772](#) A resolution authorizing SAI RAM 09, Inc. to construct and install an aerial encroachment at 50 Music Square West (Proposal No.2021M-002EN-001).

Sponsors: Murphy and Nash

Attachments: [RS2021-772 certificate of insurance](#)
[RS2021-772 agreement and sketch](#)

Legislative History

1/19/21	Planning Commission	approved
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/9/21	Metropolitan Council	referred to the Public Works Committee

18. [RS2021-773](#) A resolution authorizing State Street Midtown L.P. to construct and install an aerial encroachment at 1601 Patterson Street (Proposal No.2021M-004EN-001).
- Sponsors:** Taylor, Murphy and Nash
- Attachments:** [RS2021-773 agreement and sketch](#)
[RS2021-773 certificate of insurance](#)
- Legislative History**
- | | | |
|---------|----------------------|--|
| 1/19/21 | Planning Commission | approved with conditions |
| 2/9/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| 2/9/21 | Metropolitan Council | referred to the Public Works Committee |
19. [RS2021-774](#) A resolution authorizing the Director of Public Property, or designee, to exercise option agreements for the purchase of three flood-prone properties, located on Madison Boulevard, for Metro Water Services (MWS Project No. 17WS0001 and Proposal No. 2021M-002PR-001).
- Sponsors:** Benedict, Toombs, Murphy and Nash
- Attachments:** [RS2021-774 Exhibit](#)
[RS2021-774 Exhibit](#)
[RS2021-774 Exhibit](#)
- Legislative History**
- | | | |
|---------|----------------------|--|
| 1/28/21 | Planning Commission | approved |
| 2/9/21 | Metropolitan Council | referred to the Budget and Finance Committee |
| 2/9/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| 2/9/21 | Metropolitan Council | referred to the Public Works Committee |
20. [RS2021-775](#) A resolution authorizing the acquisition and removal of an additional 11 flood-prone properties and revising estimated property acquisition costs to the previously approved 45 flood-prone properties in the Sevenmile Creek watersheds. (MWS Project No. 19-SWC-214 and Proposal Number 2019M-014PR-002)
- Sponsors:** Toombs, Murphy, Nash and Johnston
- Attachments:** [RS2021-775 Exhibit 1](#)
[RS2021-775 Exhibit 2](#)
- Legislative History**
- | | | |
|---------|----------------------|--|
| 12/4/20 | Planning Commission | approved |
| 2/9/21 | Metropolitan Council | referred to the Budget and Finance Committee |
| 2/9/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| 2/9/21 | Metropolitan Council | referred to the Public Works Committee |

- 21.** [RS2021-776](#) A Resolution honoring Nancy Whittemore on the occasion of her retirement.
- Sponsors:** Vercher, Syracuse, Mendes, Withers, Johnston, Evans, Hurt, Murphy, Swope, Styles, Glover, Bradford, OConnell, Gamble, Hall, Hagar, Hancock, Henderson, Pulley, Sepulveda, Suara, Hausser and Rutherford
- Legislative History**
- | | | |
|--------|----------------------|--|
| 2/9/21 | Metropolitan Council | filed |
| 2/9/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |
- 22.** [RS2021-777](#) A Resolution recognizing Charlane Oliver and Tequila Johnson, co-founders and directors of The Equity Alliance, for being named The Tennessean's 2020 People of the Year.
- Sponsors:** Hurt
- Legislative History**
- | | | |
|--------|----------------------|--|
| 2/9/21 | Metropolitan Council | filed |
| 2/9/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |
- 23.** [RS2021-778](#) A resolution recognizing and honoring the Nashville Conference on African American History and Culture for forty years of research, publishing and educational outreach.
- Sponsors:** OConnell, Vercher, Murphy, Withers, Evans, Welsch, VanReece, Hurt, Benedict, Gamble, Sepulveda, Suara and Rutherford
- Legislative History**
- | | | |
|--------|----------------------|--|
| 2/9/21 | Metropolitan Council | filed |
| 2/9/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |
- 24.** [RS2021-779](#) A resolution declaring March 1 as COVID-19 Victims and Survivors Memorial Day.
- Sponsors:** Evans and Hurt
- Legislative History**
- | | | |
|--------|----------------------|--|
| 2/9/21 | Metropolitan Council | filed |
| 2/9/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |
- 25.** [RS2021-780](#) A Resolution recognizing February 2021 as American Heart Month in Nashville and Davidson County.
- Sponsors:** Welsch, Evans, Vercher, Gamble, Benedict, Hurt, Hancock, Suara, Johnston, Murphy, Styles, Toombs, Hausser, Henderson, VanReece and Sepulveda
- Legislative History**
- | | | |
|--------|----------------------|--|
| 2/9/21 | Metropolitan Council | filed |
| 2/9/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |

H. Bills on Introduction and First Reading

26. [BL2021-646](#) An ordinance making amendments to various provisions of Titles 2 and 12 of the Metropolitan Code to facilitate the implementation and operation of a Smart Parking program.
- Sponsors:** OConnell, Nash and Hancock
- Legislative History**
- | | | |
|--------|----------------------|--|
| 2/9/21 | Metropolitan Council | referred to the Traffic and Parking Commission |
|--------|----------------------|--|
27. [BL2021-647](#) An ordinance authorizing 3H Group, Inc. to install, construct and maintain underground and aerial encroachments in the right-of-way located at 1500 Charlotte Avenue (Proposal No. 2021M-001EN-001).
- Sponsors:** Murphy and Nash
- Attachments:** [BL2021-647 agreement and sketch](#)
[BL2021-647 certificate of insurance](#)
- Legislative History**
- | | | |
|---------|---------------------|----------|
| 1/19/21 | Planning Commission | approved |
|---------|---------------------|----------|
28. [BL2021-648](#) An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning an approximate eighty-foot portion of Lea Avenue right-of-way between 7th Avenue South and 8th Avenue South. (Proposal Number 2021M-002AB-001).
- Sponsors:** Murphy and Nash
- Attachments:** [BL2021-648 attachments](#)
- Legislative History**
- | | | |
|----------|--------------------------------|----------|
| 12/22/20 | Planning Commission | approved |
| 1/11/21 | Traffic and Parking Commission | approved |
29. [BL2021-649](#) 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 2058 right-of-way south of Lebanon Pike and east of Rucker Avenue. (Proposal Number 2020M-022AB-001).
- Sponsors:** Murphy and Nash
- Attachments:** [BL2021-649 attachments](#)
- Legislative History**
- | | | |
|----------|--------------------------------|----------|
| 12/16/20 | Planning Commission | approved |
| 1/11/21 | Traffic and Parking Commission | approved |

30. [BL2021-650](#) 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 142 right-of-way and easement from Lea Avenue to Drexel Street. (Proposal Number 2021M-001AB-001).
- Sponsors:** Murphy and Nash
- Attachments:** [BL2021-650 attachments](#)
- Legislative History**
- | | | |
|---------|--------------------------------|--------------------------|
| 1/4/21 | Planning Commission | approved with conditions |
| 1/11/21 | Traffic and Parking Commission | approved |
31. [BL2021-651](#) An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning an Unnumbered Alley right-of-way and easement from the 6th Avenue South and Oak Street intersection southwestward. (Proposal Number 2020M-019AB-001).
- Sponsors:** Sledge, Murphy and Nash
- Attachments:** [BL2021-651 supporting docs](#)
- Legislative History**
- | | | |
|----------|----------------------|--|
| 11/19/20 | Planning Commission | approved |
| 2/9/21 | Metropolitan Council | referred to the Traffic and Parking Commission |
32. [BL2021-652](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water mains and easements, and to accept new public water mains, fire hydrant assemblies, and easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered) (MWS Project No. 19-WL-126 and Proposal No. 2021M-004ES-001).
- Sponsors:** Sledge, Murphy and Nash
- Attachments:** [BL2021-652 Exhibit](#)
- Legislative History**
- | | | |
|--------|---------------------|----------|
| 1/8/21 | Planning Commission | approved |
|--------|---------------------|----------|
33. [BL2021-653](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon a sanitary sewer main, adjust a sanitary sewer manhole, and to accept sanitary sewer main encased in concrete and one sanitary sewer manhole, for four properties located on 13th Avenue South, also known as AMEC Publishing House (MWS Project No. 20-SL-191 and Proposal No. 2021M-003ES-001).
- Sponsors:** Sledge, Murphy and Nash
- Attachments:** [BL2021-653 Exhibit](#)
- Legislative History**

1/8/21 Planning Commission approved

34. [BL2021-654](#) 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 RM2 to RS40 property located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), all of which is described herein (Proposal No. 2021Z-026PR-001).

Sponsors: Rosenberg

Attachments: [BL2021-654 Sketch](#)

Legislative History

2/9/21 Metropolitan Council filed

2/9/21 Metropolitan Council referred to the Planning Commission

35. [BL2021-655](#) 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 canceling a portion of the Riverwalk Planned Unit Development district located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road, (58.48 acres), approved for 61 multi-family dwelling units, all of which is described herein (Proposal No. 2000P-003-003).

Sponsors: Rosenberg

Attachments: [BL2021-655 Sketch](#)

Legislative History

2/9/21 Metropolitan Council filed

2/9/21 Metropolitan Council referred to the Planning Commission

36. [BL2021-656](#) 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 MUL-A zoning for property located at 4150 Central Pike, approximately 230 feet east of Valley Grove Drive (1.7 acres), all of which is described herein (Proposal No. 2021Z-007PR-001).

Sponsors: Evans

Attachments: [BL2021-656 Sketch](#)

Legislative History

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

2/9/21 Metropolitan Council filed

I. Bills on Second Reading

37. [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 Substitute Bill with attached Exhibit 1](#)
[BL2020-197 Amendment 1 replaces Exhibit 1 adds Exhibit 2](#)

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
4/10/20	Metropolitan Council	advertised
5/15/2020	advertised	
8/7/2020	advertised	
1/8/2021	advertised	
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
2/2/21	Public hearing	held; second reading deferred
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	
2/2/21	Metropolitan Council	amended
2/2/21	Metropolitan Council	deferred
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

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

Sponsors: Hall, Toombs, Taylor and Welsch

Attachments: [BL2020-553 Substitute](#)

Legislative History

11/24/20	Metropolitan Council	filed
----------	----------------------	-------

12/1/20	Metropolitan Council	referred to the Budget and Finance Committee
12/14/20		recommended for deferral
1/4/21		substitute approved; recommended for deferral
1/19/21		recommended for deferral
12/1/20	Metropolitan Council	passed on first reading
12/15/20	Metropolitan Council	deferred
1/5/21	Metropolitan Council	substituted
1/5/21	Metropolitan Council	deferred
1/19/21	Metropolitan Council	deferred indefinitely
1/29/21	Metropolitan Council	reinstated

39. [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 Public Works Committee
1/19/21	Metropolitan Council	passed on first reading
2/1/21	Budget and Finance Committee	approved
2/2/21	Metropolitan Council	deferred

40. [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, Welsch, Allen and Suara

Legislative History

1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	referred to the Budget and Finance Committee
2/2/21	Metropolitan Council	referred to the Codes, Fair, and Farmers Market Committee
2/2/21	Metropolitan Council	passed on first reading

- 41.** [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, Young and Benedict
- 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
calendared for Feb. 18, 2021 ECD meeting |
| 2/2/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| 2/2/21 | Metropolitan Council | referred to the Public Works Committee |
| 2/2/21 | Metropolitan Council | referred to the Traffic, Parking, and Transportation Committee |
| 2/2/21 | Metropolitan Council | passed on first reading |
- 42.** [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 |
| 2/2/21 | Metropolitan Council | referred to the Budget and Finance Committee |
| 2/2/21 | Metropolitan Council | referred to the Education Committee |
| 2/2/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| 2/2/21 | Metropolitan Council | passed on first reading |
- 43.** [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 attachments](#)
- Legislative History**
- | | | |
|----------|----------------------|--|
| 12/21/20 | Planning Commission | approved |
| 2/2/21 | Metropolitan Council | referred to the Budget and Finance Committee |

- | | | | |
|--|--------|----------------------|--|
| | 2/2/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| | 2/2/21 | Metropolitan Council | referred to the Public Works Committee |
| | 2/2/21 | Metropolitan Council | referred to the Parks, Library, and Arts Committee |
| | 2/2/21 | Metropolitan Council | passed on first reading |
- 44. [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 |
| | 2/2/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| | 2/2/21 | Metropolitan Council | referred to the Public Works Committee |
| | 2/2/21 | Metropolitan Council | referred to the Traffic, Parking, and Transportation Committee |
| | 2/2/21 | Metropolitan Council | passed on first reading |
- 45. [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 |
| | 2/2/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| | 2/2/21 | Metropolitan Council | referred to the Public Works Committee |
| | 2/2/21 | Metropolitan Council | referred to the Traffic, Parking, and Transportation Committee |
| | 2/2/21 | Metropolitan Council | passed on first reading |

46. [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
2/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/2/21	Metropolitan Council	referred to the Public Works Committee
2/2/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/2/21	Metropolitan Council	passed on first reading

47. [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
2/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/2/21	Metropolitan Council	referred to the Public Works Committee
2/2/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/2/21	Metropolitan Council	passed on first reading

48. [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 sketch](#)
[BL2021-629 parcel list](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Planning Commission
2/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/2/21	Metropolitan Council	referred to the Public Works Committee
2/2/21	Metropolitan Council	passed on first reading

49. [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 sketch](#)
[BL2021-630 parcel list](#)

Legislative History

1/8/21	Planning Commission	approved
2/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/2/21	Metropolitan Council	referred to the Public Works Committee
2/2/21	Metropolitan Council	passed on first reading

50. [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 1](#)

Legislative History

12/16/20	Planning Commission	approved
2/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/2/21	Metropolitan Council	referred to the Public Works Committee
2/2/21	Metropolitan Council	passed on first reading

51. [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, Nash and Lee

Attachments: [BL2021-632 Exhibit 1](#)

Legislative History

12/21/20	Planning Commission	approved
2/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/2/21	Metropolitan Council	referred to the Public Works Committee
2/2/21	Metropolitan Council	passed on first reading

J. Bills on Third Reading

52. [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	
2/1/21	recommended for deferral	

12/15/20	Metropolitan Council	deferred
	Deferred to January 19, 2021	
1/19/21	Metropolitan Council	deferred
2/2/21	Metropolitan Council	deferred

53. [BL2020-534](#) An ordinance to require a debt report from the Director of Finance each time a capital spending plan is filed containing specific information about the impact the capital spending plan will have on the Metropolitan Government's debt levels.

Sponsors: Druffel and Allen

Attachments: [Substitute BL2020-534](#)

Legislative History

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	
2/1/21	Budget and Finance Committee	approved with a substitute
	11/30/20	recommended for deferral to January 5, 2021
	1/4/21	recommended for deferral to February 2, 2021
2/2/21	Metropolitan Council	substituted
2/2/21	Metropolitan Council	passed on second reading

54. [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	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
2/1/21	Planning, Zoning, and Historical Committee	approved
	12/14/20	recommended for deferral to February 2, 2021

2/2/21 Traffic, Parking, and approved
 Transportation Committee
 12/15/20 recommended for deferral

2/2/21 Metropolitan Council passed on second reading

55. [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 approved
 Historical Committee

1/19/21 Metropolitan Council deferred

2/2/21 Metropolitan Council deferred

56. [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 approved
 (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 deferred
 Second reading deferred to February 2, 2021

- | | | | |
|--|--------|--|--------------------------|
| | 2/1/21 | Planning, Zoning, and Historical Committee | approved |
| | 2/2/21 | Metropolitan Council | passed on second reading |
- 57. [BL2020-586](#)** An ordinance 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 Assisted Living 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:** [Substitute BL2020-586](#)
- Legislative History**
- | | | | |
|--|----------|--|--|
| | 12/8/20 | Metropolitan Council | filed |
| | 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 |
| | 2/1/21 | Budget and Finance Committee | approved with a substitute |
| | 1/4/21 | | amendment approved; recommended for deferral |
| | 1/19/21 | | recommended for deferral |
| | 2/2/21 | Health, Hospitals, and Social Services Committee | approved with a substitute |
| | 1/5/2021 | | amendment approved; recommended for deferral |
| | 2/2/21 | Metropolitan Council | substituted |
| | 2/2/21 | Metropolitan Council | passed on second reading |
- 58. [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) | |
| | 12/8/20 | Metropolitan Council | filed |
| | 12/15/20 | Metropolitan Council | passed on first reading |
| | 1/8/21 | Metropolitan Council | advertised |
| | 2/2/21 | Metropolitan Council | public hearing set |

2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

59. [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 (9-0)	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
2/2/21	Metropolitan Council	public hearing set
2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

60. [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
2/2/21	Metropolitan Council	public hearing set
2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

61. [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
2/2/21	Metropolitan Council	public hearing set
2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

62. [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
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised
2/2/21	Metropolitan Council	public hearing set
2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

63. [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
2/2/21	Metropolitan Council	public hearing set
2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

64. [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
2/2/21	Metropolitan Council	public hearing set
2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

65. [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 and OConnell

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 (8-0)	approved
2/2/21	Metropolitan Council	public hearing set
2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

66. [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, Welsch and OConnell

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 (7-0-1)	approved
2/2/21	Metropolitan Council	public hearing set
2/2/21	Metropolitan Council	passed on second reading
2/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

67. [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 |
| 2/2/21 | Metropolitan Council | public hearing set |
| 2/2/21 | Metropolitan Council | passed on second reading |
| 2/9/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
68. [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, Suara, Benedict and Evans
- Attachments:** [BL2021-612](#)
- Legislative History**
- | | | |
|---------|--|-------------------------------------|
| 1/12/21 | Metropolitan Council | filed |
| 1/19/21 | Metropolitan Council | passed on first reading |
| 2/2/21 | Public Safety, Beer, and Regulated Beverages Committee | approved |
| 2/2/21 | Metropolitan Council | passed on second reading as amended |
69. [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 with attachments](#)
[BL2021-614 Exhibit 1](#)
- Legislative History**
- | | | |
|----------|---------------------|----------|
| 12/15/20 | Planning Commission | approved |
|----------|---------------------|----------|

1/19/21	Metropolitan Council	passed on first reading
2/1/21	Planning, Zoning, and Historical Committee	approved
2/2/21	Public Works Committee	approved
2/2/21	Metropolitan Council	passed on second reading

70. [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 with attachments](#)

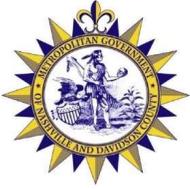
[BL2021-615 Exhibit 1](#)

Legislative History

12/15/20	Planning Commission	approved
1/19/21	Metropolitan Council	passed on first reading
2/1/21	Planning, Zoning, and Historical Committee	approved
2/2/21	Public Works Committee	approved
2/2/21	Metropolitan Council	passed on second reading

K. Adjournment

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-008, Version: 1

Community Oversight Board

Election to fill four (4) vacancies for terms that expire January 31, 2024: three (3) seats to be filled by community organization or petition; one (1) seat to be filled by Council Member nomination.

Mr. Edward Baylor (Organization; Council Member)
Ms. Davette Blalock (Organization; Council Member)
Judge (Ret.) Joe B. Brown (Organization)
Ms. Mary Byrd (Organization)
Mr. Arnold Hayes (Organization; Council Members)
Ms. Brandy Hayes (Organization)
Ms. Stephanie Kang (Organization)
Ms. Makayla McCree (Organization; Council Member)
Ms. Sarah Paschal (Organization)
Mr. Joseph Ravenell (Petition; Council Member)
Ms. Brenda Ross (Organization)
Ms. Carol Swain (Organization)
Mr. Mark Wynn (Organization)



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-009, **Version:** 1

Fair Commissioners Board

Reappointment of Dr. Sheri Weiner for a term expiring April 6, 2026.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-010, **Version:** 1

Hospital Authority

Appointment of Ms. Michelle Robertson for a term expiring September 6, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-011, **Version:** 1

Hospital Authority

Reappointment of Pastor Frank Stevenson for a term expiring September 6, 2024.
Pastor Stevenson will fill the unexpired term of Ms. Anna-Gene O'Neal.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-012, **Version:** 1

Planning Commission

Reappointment of Dr. Pearl Sims for a term expiring March 31, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-013, **Version:** 2

Social Services Commission

Appointment of Ms. April Calvin for a term expiring April 3, 2026.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-756, **Version:** 1

A resolution approving amendment one to a grant from the Center for Tech and Civic Life to The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Election Commission, to provide planning and operationalizing of a safe and secure election administration in Davidson County in 2020.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Election Commission, previously entered into a grant agreement with the Center for Tech and Civic Life, to provide planning and operationalizing of a safe and secure election administration in Davidson County in 2020 approved by RS2020-588; and,

WHEREAS, the parties wish to amend the grant agreement to extend the end date of the grant agreement from December 31, 2020 to June 30, 2021, 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 Center for Tech and Civic Life, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Election Commission, to provide planning and operationalizing of a safe and secure election administration in Davidson County in 2020, 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 amendment one to a grant from the Center for Tech and Civic Life to the Davidson County Election Commission for the 2020 election planning and operationalization. The Center for Tech and Civic Life is a nonprofit organization a team of civic technologists, trainers, researchers, election administration and data experts working to foster a more informed and engaged democracy, and helping to modernize U.S. elections. The original grant in the amount of \$475,915 was approved in October 2020. This amendment extends the term of the grant from December 31, 2020 until June 30, 2021.

GRANT SUMMARY SHEET

Grant Center for Tech and Civic Life COVID19 20-20 Amend. 1

Department: ELECTION COMM.

Grantor: CENTER FOR TECH AND CIVIC LIFE

**Pass-Through
Grantor**

Total Award this \$0.00

Cash Match \$0.00

Department Jeff Roberts, Administrator of Elections
862-8813

Status AMENDMENT

Program Description:

Funding from the Private Entity Center for Tech and Civic Life for COVID 19 expenditures for elections. Amendment 1 extends the end date from 12/31/20 to 6/30/21.

Plan for continuation of services upon

N/A

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
ELECTION COMM. ▼	005	Jeff Roberts, Administrator of Elections			862-8813	862-8810	
Grant Name:		Center for Tech and Civic Life COVID19 20-20 Amend. 1					
Grantor:		CENTER FOR TECH AND CIVIC LIFE ▼			Other:		
Grant Period From:		06/15/20	(applications only) Anticipated Application Date:				
Grant Period To:		06/30/21	(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:		\$0.00		
Status:		AMENDMENT ▼	Metro Cash Match:		\$0.00		
Metro Category:		Est. Prior. ▼	Metro In-Kind Match:		\$0.00		
CFDA #		NA	Is Council approval required?		<input checked="" type="checkbox"/>		
Project Description:				Applic. Submitted Electronically?		<input checked="" type="checkbox"/>	
Funding from the Private Entity Center for Tech and Civic Life for COVID 19 expenditures for elections. Amendment 1 extends the end date from 12/31/20 to 6/30/21.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
N/A							
How is Match Determined?							
Fixed Amount of \$		NA	or	20.0%	% of Grant		Other: <input type="checkbox"/>
Explanation for "Other" means of determining match:							
No Match Required							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		NA		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		10.00%		Indirect Cost of Grant to Metro:		\$47,591.50	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		Ind. Cost Requested from Grantor: \$0.00 in budget	
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			\$475,915.00	\$0.00		\$0.00	\$475,915.00	\$47,591.50	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total				\$475,915.00	\$0.00		\$0.00	\$475,915.00	\$47,591.50	\$0.00
Date Awarded:				01/28/21	Tot. Awarded:		\$0.00	Contract#: LETTER		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

trinity.weathersby@nashville.gov

Contact: vaughn.wilson@nashville.gov



CENTER FOR
TECH AND
CIVIC LIFE

January 26, 2021

Davidson County, Tennessee
Finance Director
1417 Murfreesboro Pike
Nashville, TN 37219

Dear Rick Brown,

This agreement confirms our amendment to paragraphs 7 and 10 of the attached agreement. The grant project period shall end on June 30, 2021, and reporting pursuant to paragraph 7 shall be due on July 31, 2021.

Sincerely,

Tiana M. Johnson

Tiana Epps Johnson
Executive Director
Center for Tech and Civic Life

Davidson County

By: 

Title: Administrator of Elections

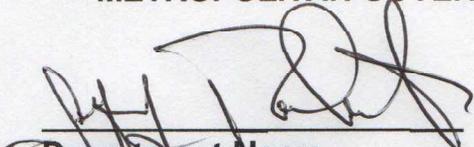
Date: 1-29-21



**SIGNATURE PAGE
FOR
GRANT NO. Center for Tech and Civic Life COVID 19 Grant 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

1-28-21

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

RESOLUTION NO. RS2020 - 588

A resolution accepting a grant from the Center for Tech and Civic Life, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Election Commission, to provide planning and operationalizing of a safe and secure election administration in Davidson County in 2020.

WHEREAS, the Center for Tech and Civic Life, has awarded a grant in an amount not to exceed \$475,915.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Election Commission, to provide planning and operationalizing of a safe and secure election administration in Davidson County in 2020; 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 Center for Tech and Civic Life, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Election Commission, in an amount not to exceed \$475,915.00, to provide planning and operationalizing of a safe and secure election administration in Davidson County in 2020, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Davidson County Election Commission, based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/Ho
Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:

Kyonte Joorns
Cheryl [Signature]
[Signature]
Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Nicki Eke
Assistant Metropolitan Attorney

Zulfat Suara Jay L. Stupp
[Signature]
[Signature]

GRANT SUMMARY SHEET

Grant Center for Tech and Civic Life COVID19 20-20

Department: ELECTION COMM.

Grantor: CENTER FOR TECH AND CIVIC LIFE

**Pass-Through
Grantor**

Total Award this \$475,915.00

Cash Match \$0.00

Department Jeff Roberts, Administrator of Elections
862-8813

Status NEW

Program Description:

Funding form the Private Entity Center for Tech and Civic Life for COVID 19 expenditures for elections.

Plan for continuation of services upon

N/A

Grants Tracking Form

Part One

<input type="radio"/> Pre-Application		<input type="radio"/> Application		<input checked="" type="radio"/> Award Acceptance		<input type="radio"/> Contract Amendment	
Department	Dept. No.	Contact		Phone	Fax		
ELECTION COMM.	005	Jeff Roberts, Administrator of Elections		882-8813	882-8810		
Grant Name:	Center for Tech and Civic Life COVID19 20-20						
Grantor:	CENTER FOR TECH AND CIVIC LIFE			Other:			
Grant Period From:	08/15/20	<small>(applications only) Anticipated Application Date:</small>					
Grant Period To:	12/31/20	<small>(applications only) Application Deadline:</small>					
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:		\$475,915.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	NA	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:			Applic. Submitted Electronically?		<input checked="" type="checkbox"/>		
Funding from the Private Entity Center for Tech and Civic Life for COVID 19 expenditures for elections.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
How is Match Determined?							
Fixed Amount of \$	NA	or	20.0%	% of Grant	Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
No Match Required							
For this Metro FY, how much of the required local Metro cash match:							
is already in department budget?		NA		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		10.00%		Indirect Cost of Grant to Metro:		\$47,591.50	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		Ind. Cost Requested from Grantor: \$0.00 In budget	
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			\$475,915.00	\$0.00		\$0.00	\$475,915.00	\$47,591.50	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total				\$475,915.00	\$0.00		\$0.00	\$475,915.00	\$47,591.50	\$0.00
Date Awarded:			09/28/20	Tot. Awarded:		\$475,915.00	Contract#:		LETTER	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

trinity.weathersby@nashville.gov

Contact: vaughn.wilson@nashville.gov



CENTER FOR
TECH AND
CIVIC LIFE

September 24, 2020

Davidson County, Tennessee
County Administrator of Elections
1417 Murfreesboro Pike
Nashville, TN 37219

Dear Jeffrey Roberts,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Davidson County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Davidson County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$475,915.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Davidson County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Administrator of Elections ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

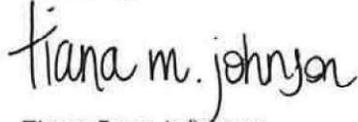


CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: 

Title: Administrator of Elections

Date: _____



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

**SIGNATURE PAGE
FOR
GRANT NO. Center for Tech and Civic Life COVID19 20-20**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

"See previous page"
Election Commission

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

10/5/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balagun Cobb
Director of Insurance

10/5/2020
Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Neki Eke
Metropolitan Attorney

10/5/2020
Date

FILED:

Metropolitan Clerk RS2020-588

Date

**SIGNATURE PAGE
FOR
GRANT NO. Center for Tech and Civic Life COVID19 20-20**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

"See previous page"
Election Commission

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

10/5/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
Director of Insurance

10/5/2020
Date

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:
Niki Eke
Metropolitan Attorney

10/5/2020
Date

FILED:

ESH

Metropolitan Clerk RS2020-588

OCT 21 2020
Date

ORIGINAL

METROPOLITAN COUNTY COUNCIL

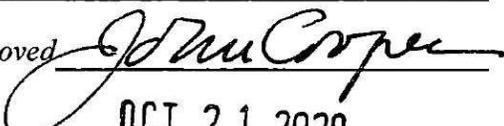
Resolution No. RS2020 - 588

A resolution accepting a grant from the Center for Tech and Civic Life, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Election Commission, to provide planning and operationalizing of a safe and secure election administration in Davidson County in 2020.

Introduced OCT 20 2020

Amended _____

Adopted OCT 20 2020

Approved 

By OCT 21 2020
Metropolitan Mayor



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-757, Version: 1

Initial resolution determining to issue general obligation bonds of The Metropolitan Government of Nashville and Davidson County in an aggregate principal amount of not to exceed \$474,610,000.

WHEREAS, it is necessary and in the public interest of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") to issue general obligation bonds in an aggregate principal amount of not to exceed \$474,610,000 (the "Bonds") for the purposes hereinafter provided; and,

WHEREAS, pursuant to Section 9-21-205, Tennessee Code Annotated, prior to the issuance of any general obligation bonds, the governing body of the local government proposing to issue said bonds shall adopt a resolution determining to issue the same; and,

WHEREAS, for the purpose of complying with the requirements of said statute, the Metropolitan County Council of the Metropolitan Government adopts this Resolution.

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

Section 1. Purpose. For the purposes of financing (a) all or a portion of the costs of the acquisition of land for and the planning, design, development, construction, renovation, modification, improvement, upgrade, expansion, repair, maintenance, rehabilitation, equipping and/or acquisition of the following public works projects (as defined in Section 9-21-105, Tennessee Code Annotated): (1) school buildings and facilities; (2) parks, parks facilities, and greenways; (3) public safety buildings and facilities, including, buildings and facilities for the police and fire departments, and technology improvements related to the foregoing; (4) facilities related to traffic control center; (5) bridges including lighting and related technology improvements; (6) bikeways, sidewalks, roads, streets and rights-of-way, including streetscape improvements, drainage improvements, lighting, signage and signalization, roadway improvements related to traffic management and traffic calming, and related information technology improvements; (7) facilities related to transit centers and shelter improvements; (8) Metropolitan Government buildings and facilities; (9) information technology improvements related to public works projects of the Metropolitan Government; (10) drainage systems including stormwater sewers and drains; (11) solid waste system improvements; (12) public transportation (including monies for grant matches), and; (13) vehicles for the Metropolitan Government and (collectively, the "Projects"), as all such Projects are more specifically set forth on Exhibit A attached hereto; provided, however, that the specific portion of total funding allocated to each Project as set forth on Exhibit A may hereafter be amended by legislation of the Metropolitan Council; and further provided that such Projects with an estimated value in excess of \$5,000,000 are more specifically set forth on collective Exhibit B attached hereto; (b) acquisition of all property, real and personal, appurtenant to the foregoing and acquisition or construction of certain public art as required by Ordinance No. BL2000-250; (c) legal, fiscal, administrative, architectural and engineering costs incident to all the foregoing; (d) all other costs authorized to be financed pursuant to Section 9-21-109, Tennessee Code Annotated, including without limitation, costs of issuance of the Bonds and (e) the payment or reimbursement of the payment of principal of and interest on any bonds, notes or other debt

obligations issued in anticipation of the Bonds, the Metropolitan County Council hereby determines to issue the Bonds in an aggregate principal amount of not to exceed \$474,610,000.

Section 2. Authorization. The Bonds described herein shall be issued pursuant to the Charter of the Metropolitan Government and/or the Local Government Public Obligations Act of 1986, as amended, codified as Title 9, Chapter 21, Tennessee Code Annotated, and no referendum or election shall be required for the issuance of the Bonds unless a petition for an election relating to their issuance is filed within the time and in the manner provided for in said statute.

Section 3. Interest. The maximum rate of interest of the Bonds shall not exceed seven and one-quarter percent (7.25%) or the maximum rate permitted by applicable law.

Section 4. Source of Payment. Debt service on the Bonds shall be payable from and secured by ad valorem taxes on all taxable property in the General Services District and Urban Services District, fully sufficient to pay all such debt service falling due prior to the time of collection of the next succeeding tax levy; provided, however, taxes so levied in the General Services District shall be levied in an amount sufficient to pay that portion of such debt service attributable to school projects and projects in the General Services District financed by the Bonds; and the taxes so levied in the Urban Services District shall be levied in an amount sufficient to pay that portion of such debt service attributable to projects in the Urban Services District financed by the Bonds; provided, further, however, that the Metropolitan Government shall be unconditionally and irrevocably obligated to levy and collect ad valorem taxes without limit as to rate or amount on all taxable property within the Metropolitan Government to the full extent necessary to pay all debt service on the Bonds, and the full faith and credit of Metropolitan Government shall be irrevocably pledged to the payment thereof.

Section 5. Publication of Resolution. The Metropolitan Clerk is hereby directed to cause this Resolution, upon its adoption, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, to be published in full once in a newspaper published and having general circulation in the Metropolitan Government.

Section 6. Effective Date. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government requiring it.

Analysis

This resolution authorizes the issuance of up to \$474,610,000 in general obligation bonds to provide funding for various projects contained in the Mayor's proposed capital spending plan. This resolution would provide \$270,640,000 for the General Government, \$190,970,000 for Metro Nashville Public Schools, and a contingency of \$13,000,000.

The capital spending plan filed by the administration includes the information required by Ordinance No. BL2019-77, which requires disclosure of full cost itemizations prior to submission of capital expenditure authorization legislation to the Council. Approval of this initial resolution would allow the Metropolitan Government to use its commercial paper program to provide short-term financing to commence construction prior to the sale of the long-term bonds.

For purposes of context, the amounts of the five prior capital spending plans are as follows:

- RS2020-213 \$154,000,000
- RS2018-1454 \$351,100,000
- RS2017-963 & 713 \$421,215,000
- RS2016-245 \$475,000,000
- RS2015-1500 \$520,000,000

A list of the capital projects to be funded through this spending plan, including the estimated cost for each of the projects, is attached to this analysis. Each of these capital projects is properly listed within the Capital Improvements Budget.

Fiscal Note: This resolution would authorize issuance of up to \$474,610,000 in general obligation bonds to provide funding for the Mayor's proposed capital spending plan.

EXHIBIT A

FY 2020-21 CAPITAL SPENDING PLAN

Total - \$474,610,000

GENERAL GOVERNMENT - \$270.64 MILLION /

MNPS - \$190.97 MILLION / CONTINGENCY - \$13.0 MILLION

<u>Agency / Department</u>	<u>CIB Project ID</u>	<u>Allocation</u>	<u>Not to Exceed</u> (Plus Contingency)
PARKS			\$23,390,000
Buildings: Repair/Replace Mechanical Systems	19PR0001	\$ 2,000,000	
Shelby Park Bridge Repair Lake Sevier Dam	19PR0041	350,000	
Ascend Amphitheater - Electrical Work	19PR0001	1,200,000	
Park Lighting	19PR0001	1,000,000	
Playgrounds Systemwide	19PR0013	1,000,000	
HVAC: Cleveland Commtty Ctr	19PR0015	50,000	
HVAC: Shelby Commtty Ctr	19PR0015	50,000	
HVAC: Sportsplex Indoor Tennis	19PR0015	50,000	
Warner Fence Replacement	19PR0020	85,000	
Greenway Bridge Repairs	19PR0023	100,000	
Antioch Greenway	19PR0023	85,000	
Fort Negley Repairs	19PR0034	1,000,000	
Greenway: Charlotte Corridor Rail w/ Trail - S2 & S4	20PR0001	9,520,000	
EAB Park Tree Inventory	19PR0025	750,000	
Bells Bend Property	19PR0005	2,000,000	
Clinton Fisk Park Improvements	19PR0004	750,000	
Old Hickory Commtty Ctr - Playground, Other	19PR0001	3,400,000	
FINANCE			4,000,000
Hyperion Upgrade: Budget Mgmt System EoL	20FI0001	2,000,000	
Participatory Budgeting Pilot for North Nashville Infrastructure	12FI0002	2,000,000	
FIRE			29,000,000
Fire Station 2	18FD0005	14,000,000	
Replacement of Heavy Apparatus	20GS0001	15,000,000	
GENERAL SERVICES			22,500,000
OFM fleet replacement funding (w/o Fire)	20GS0001	10,000,000	
Building Operations Major Maintenance	20GS0002	8,000,000	
Sustainability: Revolving and Innovation Fund	20GS0004	2,000,000	
New Facility Planning, Site Evaluation, and Unexpected Relocation Projects.	21GS0001	2,500,000	
ITS			9,200,000
Radio System Upgrade and Maintenance Contract	18IT0001	6,500,000	
Expertise & Resources for Tech & Construction Projs	15IT0006	2,700,000	
LIBRARY			1,700,000
Maintenance General	18PL0003	1,700,000	
JUVENILE COURT			1,200,000
Juv Justice Ctr: New JCC Process (Program Mgr)	19GS0005	450,000	
Juv Justice Ctr: Portable Trailer for Addnl Court Area	19GS0005	750,000	
MUNICIPAL AUDITORIUM			2,500,000
Plumbing & HVAC Repairs / Renovations	09MA0001	\$ 2,500,000	

EXHIBIT A

FY 2020-21 CAPITAL SPENDING PLAN

Total - \$474,610,000

GENERAL GOVERNMENT - \$270.64 MILLION /

MNPS - \$190.97 MILLION / CONTINGENCY - \$13.0 MILLION

<u>Agency / Department</u>	<u>CIB Project ID</u>	<u>Allocation</u>	<u>Not to Exceed</u> (Plus Contingency)
METRO ACTION COMMISSION			1,050,000
Sprinkler System Installations - HeadStart Facilities	07AC0001	500,000	
Replace Damaged Walls & Flooring in North Ctr	20AC0002	150,000	
Replace Damaged CVT Tile Throughout Douglass Ctr	20AC0004	150,000	
Reconstruct Side of Richland Ctr & Parking lot.	20AC0005	250,000	
POLICE			\$22,500,000
Southeast Police Precinct (Murfreesboro Rd)	19GS0006	12,000,000	
Emergency Communications Center / OEM Campus	19GS0004	3,000,000	
Automated Fingerprint Identification System Upgrade	20PD0001	4,000,000	
Crime Lab Instrumentation Upgrades	17PD0003	3,500,000	
PUBLIC WORKS			8,450,000
Madison Station Blvd - Phase 2	20PW020	5,000,000	
Solid Waste	16PW0003	2,150,000	
Satellite City Payment for Road Infrastructure	06PW0011	1,300,000	
WATER / STORMWATER			19,830,000
State of Good Repair; Stormwater Projects	09WS0025	19,830,000	
	09WS0027		
	21WS0023		
MDHA			2,000,000
Infrastructure Participation Agreements for Affordable Housing (MDHA)	20HA0004	2,000,000	
METRO SCHOOLS			123,120,000
<u>Design / Construction Projects</u>			
Hillwood High in Bellevue - New Construction Phase	16BE0014	100,000,000	
Cane Ridge High School - Addition	18BE0017	18,840,000	
Cane Ridge Middle - New (Design Phase)	19BE0003	4,280,000	
<u>Misc. Deferred Maintnc District-Wide Projs</u>			67,850,000
Environmental Remediation / Testing	14BE0037	250,000	
ADA Compliance	13BE0041	1,000,000	
HVAC Upgrades (Boilers, Chillers, Cooling Towers, etc.)	14BE0045	61,600,000	
Emergency Construction and Contingency	14BE0042	5,000,000	
PLANNING DEPT			1,438,000
Neighborhood Planning & Infrastructure Studies for North Nashville, Edgehill and Southeast	20PC0002	900,000	
East Bank Planning, Open Space and Infra Study	20PC0003	538,000	

EXHIBIT A

FY 2020-21 CAPITAL SPENDING PLAN

Total - \$474,610,000

GENERAL GOVERNMENT - \$270.64 MILLION /

MNPS - \$190.97 MILLION / CONTINGENCY - \$13.0 MILLION

<u>Agency / Department</u>	<u>CIB Project ID</u>	<u>Allocation</u>	<u>Not to Exceed</u> (Plus Contingency) \$121,882,000
TRANSPORTATION PLAN			
MTA Grant Match - MTA	15MT0001	\$ 4,000,000	
MTA Grant Match - RTA	15MT0006	660,000	
<i>State of Good Repair</i>			
06PW0011 Paving (\$30,000,000)	06PW0011	30,000,000	
06PW0019 Sidewalks (\$10,000,000)	06PW0019	10,000,000	
02PW011 Bridge Program (\$7,750,000)	02PW011	7,750,000	
19PW0002 Countywide Bridge Lighting (\$2,250,000) (\$2,250,000)	19PW0002	2,250,000	
<i>Sidewalks</i>			
06PW0019 Sidewalks - Walk/Bike Updates; Lower Broadway Pedestrian Impvts	06PW0019	11,000,000	
<i>Jefferson Street Cap</i>			
02PW020 - Roadways, ROW	02PW020	5,800,000	
<i>Restoration & Resiliency, State Routes, Partnership</i>			
02PW020 Roadways, ROW	02PW020	15,000,000	
<i>Safety, Vision Zero and Traffic Calming</i>			
02TP002 Traffic Management Program	02TP002	15,000,000	
<i>Active Transportation</i>			
11PW0006 Bikeways	11PW0006	4,500,000	
02PW020 Roadways, ROW	02PW020	2,500,000	
<i>Traffic Management and Signal Upgrades</i>			
21PW0001 Traffic Control Center	21PW0001	500,000	
02TP002 Traffic Management Prgm (\$5,300,000)	02TP002	5,300,000	
02PW020 Roadways, ROW	02PW020	1,700,000	
<i>Downtown Neighborhood Traffic Project</i>			
02PW0020 Roadways	02PW020	1,000,000	
18PW0002 IT Upgrades	18PW0002	1,922,000	
MTA: Shelter Improvements & Neighborhood and Regional Transit Centers	20MT0002 18MT0002	1,250,000 750,000	
02PW020 - Roadways - Land Purchase	20PW020	1,000,000	
	Sub-Total	\$ 461,610,000	\$ 461,610,000
CONTINGENCY / 1% FOR THE ARTS			
- GSD Contingency		7,000,000	
- MNPS Contingency		6,000,000	
	TOTAL	474,610,000	

CAPITAL PROJECT COST ITEMIZATION FORM

Fire - Heavy Apparatus Replacement

FY21 CIB # **20GS0001**
Date **2/5/2021**

CAPITAL PROJECT NAME:	OFM - FLEET REPLACEMENT FUNDING
PROJECT DESCRIPTION:	Funding to replace vehicles and equipment meeting the criteria for replacement by OFM

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
			N/A	

* less any Contingency

*Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)*

No
--
Later 4% & Captl-FY22

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering	0.00
Design	0.00
Construction	14,920,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	0.00
Total Funding Request	14,920,000.00

* Details of Other Anticipated Project Costs:

21 Ambulances - \$7,560,000, 10 Engine Pumpers - \$5,300,000, 2 Aerial Ladder Trucks - \$2,060,000
--

ESTIMATED OPERATING BUDGET IMPACT:

What Fiscal Year will this Impact Operating Budget?	Amount?

Details - On Impact to Operating Budget

--

CAPITAL PROJECT COST ITEMIZATION FORM

FIRE - Station #2

FY21 CIB # **18FD0005**
Date **3/9/2020**

CAPITAL PROJECT NAME:	FIRE - UPDATE FIRE STATION #2
PROJECT DESCRIPTION:	Additional funding to completely renovate/replace Fire Station 2 including land acquisition * It is the understanding of NFD from General Services that the Hill Property (Metro Property) located at 500 - 506 2nd Ave N. is the projected site for construction of Fire Station 2

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2020-213	40220	32400220.507999.0.0.0.40220.032.0.0.0.	1,250,000

* less any Contingency

**Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)**

Yes
12-15 months from
Land Purchase if

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	*0
Environmental Compliance	1,376,318.75
Temporary Relocation	-
Architectural & Engineering Design	80,000.00
Construction	430,724.73
Furniture, Fixtures & Equipment	9,885,308.56
Infrastructure Improvement	700,000.00
New and Supporting Technology	157,593.75
Utility-Relocation, Misc. Costs, etc.	437,847.97
	586,009.38
Other Anticipated Project Costs *	150,000.00
Total Funding Request	13,803,803.14

*** Details of Other Anticipated Project Costs:**

*Zero land acquisition is contingent on cost-neutral build on Hill Site property. Any other build site would require land purchase. **
Project estimate includes funding for demolition of buildings currently on Hill Site property. Other Anticipated Costs is for Construction Management Group.

ESTIMATED OPERATING BUDGET IMPACT:

	Amount?	None
What Fiscal Year will this Impact Operating Budget?		None

Details - On Impact to Operating Budget

No Operating increases, capital project is facility replacement
--

Form Prepared By: Gina Gibbs

CAPITAL PROJECT COST ITEMIZATION FORM

General Services - OFM - Fleet Replacement

FY21 CIB # **20GS0001**
Date **2/5/2021**

CAPITAL PROJECT NAME:	OFM - FLEET REPLACEMENT FUNDING
PROJECT DESCRIPTION:	Funding to replace vehicles and equipment meeting the criteria for replacement by OFM

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
			N/A	

* less any Contingency

***Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)***

Yes
FY21

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering	0.00
Design	0.00
Construction	0.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	10,000,000.00
Total Funding Request	10,000,000.00

* Details of Other Anticipated Project Costs:

See attached

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	

Details - On Impact to Operating Budget

N/A

Form Prepared By: Stacey Wall

CAPITAL PROJECT COST ITEMIZATION FORM

General Services - Bldg Opers - Major Maintenance

FY21 CIB # **20GS0002**
Date **2/5/2021**

CAPITAL PROJECT NAME:	BUILDING OPERATIONS MAJOR MAINTENANCE
PROJECT DESCRIPTION:	Funding for both planned and unplanned major maintenance items at General Services operated facilities.

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
			N/A	

* less any Contingency

***Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)***

Yes
30-Jun-22

PROJECT COST ITEMIZATION:

***BL2019-77:** 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering Design	0.00
Construction	0.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	8,000,000.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	0.00
Total Funding Request	8,000,000.00

*** Details of Other Anticipated Project Costs:**

(See attached spreadsheet of Unfunded Major Maintenance Projects.)

ESTIMATED OPERATING BUDGET IMPACT:

	Amount?	0.00
What Fiscal Year will this Impact Operating Budget?		FY22

Details - On Impact to Operating Budget

N/A

Form Prepared By:	Randall Jones, Assistant Director
--------------------------	-----------------------------------

CAPITAL PROJECT COST ITEMIZATION FORM

General Services - Police Precinct

FY21 CIB # **19GS0006**
Date **2/5/2021**

CAPITAL PROJECT NAME:	POLICE PRECINCT - MURFREESBORO ROAD
PROJECT DESCRIPTION:	New Police precinct at Murfreesboro Road location

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2020-213	40220	10405220.507999.0.0.0.40220.010.0.0.0.	1,000,000

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

Yes
FY25

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering Design	0.00
Construction	8,500,000.00
Furniture, Fixtures & Equipment	1,230,000.00
Infrastructure Improvement	250,000.00
New and Supporting Technology	750,000.00
Utility-Relocation, Misc. Costs, etc.	300,000.00
Other Anticipated Project Costs *	970,000.00
Total Funding Request	12,000,000.00

*** Details of Other Anticipated Project Costs:**

Soft Costs include, but are not limited to: Commissioning, LEED, Surveys, Testing, Inspections, Geotechnical, Materials Testing, Security Consulting, Impact Fees, Photo Documentation, Management, Regulatory Fees, Misc. Expenses.

ESTIMATED OPERATING BUDGET IMPACT:

	Amount?	168,750.00
What Fiscal Year will this Impact Operating Budget?		FY24

Details - On Impact to Operating Budget

Estimated operating cost for a period of 1-year, based on \$6.75 per square foot (25,000 SF); includes utilities, janitorial services, routine maintenance.

CAPITAL PROJECT COST ITEMIZATION FORM

ITS - Radio System Upgrades

FY21 CIB # **181T0001**
Date **2/5/2021**

CAPITAL PROJECT NAME:	800 MHz RADIO SYSTEM EXPANSION AND EQUIPMENT UPGRADE
PROJECT DESCRIPTION:	Year 1 Of 5 Year Contract For System Upgrade To The B-Side Of The Public Safety Radio System And Replacement Of EoL Radios

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2017-713	40018	14401018.507999.0.0.0.40018.014.0.0.0.	301,500
	RS2018-1454	40119	14406119.507999.0.0.0.40119.014.0.0.0.	1,918,000

* less any Contingency

**Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)**

No
CSP for FY22 (phased)

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering Design	995,572.02
Construction	266,941.82
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	861,133.36
Utility-Relocation, Misc. Costs, etc.	3,860,652.80
	0.00
Other Anticipated Project Costs *	515,700.00
Total Funding Request	6,500,000.00

*** Details of Other Anticipated Project Costs:**

Critical Connect (5 year upfront subscription) for interoperation with adjacent radio systems and WiFi/4G applications.

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	2,718,588.87
What Fiscal Year will this Impact Operating Budget?	2021

Details - On Impact to Operating Budget

Annual Maintenance and System Upgrade Agreement. The estimated operating impact amount shown is prior to the billing of the NES portion (of 25%).

Form Prepared By:	Jody Clinard
--------------------------	--------------

CAPITAL PROJECT COST ITEMIZATION FORM

MNPS - Cane Ridge High School - Addition

CIB # **18BE0017**
Date **2/5/2021**

CAPITAL PROJECT NAME:	SCHOOL EXPANSIONS
PROJECT DESCRIPTION:	Expansion Projects in Metro Schools; Cane Ridge HS Addition

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
			N/A	

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

yes
2023/2024

PROJECT COST ITEMIZATION:

***BL2019-77:** 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	737,137.00
Design	0.00
Construction	11,684,800.00
Furniture, Fixtures & Equipment	789,600.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	5,628,463.00
Total Funding Request	18,840,000.00

*** Details of Other Anticipated Project Costs:**

Site Survey, Soil Investigation, Commissioning, Project Management, Printing, Security Cameras, Burglar Alarm, Special Inspections, Project Contingency, utility connection fees, and technology infrastructure

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	200,000.00
What Fiscal Year will this Impact Operating Budget?	2023

Details - On Impact to Operating Budget

Yearly utility costs/general operations of the facility. Full actual operating budget impact can not be quantified until project completion

CAPITAL PROJECT COST ITEMIZATION FORM

MNPS - Misc. District-Wide Projects - Emergency Construction & Contingency

CIB # **14BE0042**
Date **2/5/2021**

CAPITAL PROJECT NAME:	EMERGENCY CONSTRUCTION AND CONTINGENCY
PROJECT DESCRIPTION:	Miscellaneous District-Wide Projects [Electrical Upgrades, HVAC Upgrades, Roof Repair / Replacement, Building Energy Upgrades, etc.]

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2020-213	45220	80409220.507999.0.0.0.45220.080.0.0.0.	\$1,500,000
	RS2018-1454	45119	80421119.507999.0.0.0.45119.080.0.0.0.	5,000,000
	RS2017-963	45118	80405118.507999.0.0.0.45118.080.0.0.0.	610,000

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

NO
Reoccurring annual needs
Reoccurring annual needs

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	50,000.00
Temporary Relocation	0.00
Architectural Engineering	250,000.00
Design	150,000.00
Construction	4,100,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	200,000.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	250,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	5,000,000.00

* Details of Other Anticipated Project Costs:

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	
What Fiscal Year will this Impact Operating Budget?	

Details - On Impact to Operating Budget

This capital funding is used for major emergency contingency costs district wide including but not limited to HVAC, plumbing, electrical, small construction projects or structural issues outside of differed maintenance projects or other construction projects. Actual operating budget impact can not be quantified until project completion.

CAPITAL PROJECT COST ITEMIZATION FORM

MNPS - Hillwood High School

CIB # **16BE0014**
Date **2/5/2021**

CAPITAL PROJECT NAME:	HILLWOOD HIGH SCHOOL - REPLACE - 1,600 STUDENTS
PROJECT DESCRIPTION:	Hillwood High School - Replace - 1,600 Students

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2018-1454	45119	80401119.507999.0.0.0.45119.080.0.0.0.	\$10,000,000
		45018	80402018.507999.0.0.0.45017.080.0.0.0.	\$10,200,000
		45017	80405517.507999.0.0.0.45017.080.0.0.0.	\$2,250,000
		45016	80405516.501999.0.0.0.45016.080.0.0.0.	\$1,750,000

* less any Contingency

**Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)**

Yes
2023/2024

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	10,200,000.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	5,612,044.00
Design	0.00
Construction	118,800,145.00
Furniture, Fixtures & Equipment	2,668,050.00
Infrastructure Improvement	0.00
New and Supporting Technology	3,172,599.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	4,697,162.00
Total Funding Request	145,150,000.00

*** Details of Other Anticipated Project Costs:**

Site Survey, Soil Investigation, Commissioning, Project Management, Printing, Security Cameras, Burglar Alarm, Special Inspections, Project Contingency

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	650,000.00
What Fiscal Year will this Impact Operating Budget?	2023/2024

Details - On Impact to Operating Budget

Yearly utility costs, and general operations of the facility. Actual operating budget impact can not be quantified until project completion.
--

Form Prepared By:	David Proffitt
--------------------------	----------------

CAPITAL PROJECT COST ITEMIZATION FORM

MNPS - HVAC Upgrades and Replacements

CIB # **14BE0045**
Date **2/5/2021**

CAPITAL PROJECT NAME:	HVAC UPGRADES AND REPLACEMENTS
PROJECT DESCRIPTION:	HVAC Chillers, Controls, Components and Replacements

PROJECT FUNDING HISTORY	<u>Resolution #</u>	<u>Fund #</u>	<u>Account String</u>	<u>Total Allocated *</u>
	RS2020-213	45220	80420220.507999.0.0.0.45220.080.0.0.0.	\$20,700,000
	RS2018-1454	45119	80406119.507999.0.0.0.40119.080.0.0.0.	\$9,900,000
	RS2017-713	45018	80418018.507999.0.0.0.40118.080.0.0.0.	\$7,300,000

* less any Contingency

**Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)**

NO
Reoccurring annual needs
Reoccurring annual needs

PROJECT COST ITEMIZATION:

***BL2019-77:** 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	3,750,000.00
Design	0.00
Construction	57,850,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	0.00
Total Funding Request	61,600,000.00

* Details of Other Anticipated Project Costs:

ESTIMATED OPERATING BUDGET IMPACT:

What Fiscal Year will this Impact Operating Budget?	Amount?

Details - On Impact to Operating Budget

This capital funding is for HVAC deferred maintenance district wide/ building component replacements will relieve general operational budget by reducing repairs and service costs an dimproving efficiency of the mechanical systems. Actual operating budget impact can not be quantified until project completion.

CAPITAL PROJECT COST ITEMIZATION FORM

PARKS - Greenway - Charlotte Corridor Rail with Trail

CIB # **20PR0001**
Date **2/5/2021**

CAPITAL PROJECT NAME:	GREENWAY - CHARLOTTE CORRIDOR RAIL with TRAIL SEGMENTS 2 AND 4
PROJECT DESCRIPTION:	2.5 segment of a 4.5 mile total multi-use trail design and construction. Major segment of planned 23-mile City Central Greenway urban loop. Active transportation. Connects neighborhoods of diverse incomes with job centers, school and parks.

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
			N/A	

* less any Contingency

*Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)*

Not the entire 4.5
Phased Project

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	not identified
Environmental Compliance	not identified
Temporary Relocation	0.00
Architectural & Engineering Design	1,212,000.00
Construction	0.00
Furniture, Fixtures & Equipment	10,100,000.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	0.00
Total Funding Request	11,312,000.00

* Details of Other Anticipated Project Costs:

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	N/A
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By:	Cindy Harrison
-------------------	----------------

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Bridge Program (Transportation Plan)

CIB # **02PW0011**
Date **2/5/2021**

CAPITAL PROJECT NAME:	BRIDGE PROGRAM - MAINTENANCE, REPAIR, REHABILITATION, REPLACEMENTS, ETC. - COUNTYWIDE
PROJECT DESCRIPTION:	Bridge Maintenance, Repair, Rehabilitation, Replacements, New, Box Culverts, Guardrails, Various Countywide Program Miscellaneous Locations (State of Good Repair)

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2018-1454	40119	42404119.507999.0.0.0.40119.042.0.0.0	\$4,000,000
	RS2016-245	40017	42404017.507999.0.0.0.40017.042.0.0.0	\$10,000,000
	RS2015-1500	40016	42404016.507999.0.0.0.40016.042.0.0.0	\$28,800,000
	RS2014-1126	40015	42404015.507999.0.0.0.40015.042.0.0.0	\$6,000,000

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

No
Ongoing

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	500,000.00
Construction	6,750,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	500,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	7,750,000.00

* Details of Other Anticipated Project Costs:

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Madison Station Blvd

CIB # **20PW020**

Date **2/5/2021**

CAPITAL PROJECT NAME:	ROADWAY AND RIGHT OF WAY ITEM RECONSTRUCTION, IMPROVEMENTS AND MAINTENANCE
PROJECT DESCRIPTION:	Phase 2 of the Madison Station Blvd Project to include streetscaping from Madison Street to Old Hickory Blvd

PROJECT FUNDING HISTO	Resolution #	Fund #	Account String	Total Allocated *
	RS2020-213	40220	42403220.507999.0.0.0.40220.042.0.0.0.	\$2,200,000
	RS2018-	40119	42403119.507999.0.0.0.40119.042.0.0.0.	\$15,000,000
	RS2017-963	40118	42402118.507999.0.0.0.40118.042.0.0.0.	\$7,375,000
	RS2017-713	40018	42404018.507999.0.0.0.40018.042.0.0.0.	\$13,000,000

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

Yes
7/1/2022

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	0.00
Construction	4,600,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs,	400,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	5,000,000.00

* Details of Other Anticipated Project Costs

--

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

--

Form Prepared By: Shanna Whitelaw

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Paving Program (Transportation Plan)

CIB # **06PW0011**
Date **2/5/2021**

CAPITAL PROJECT NAME:	Paving Program
PROJECT DESCRIPTION:	Roadway maintenance for reconstruction, resurfacing, paving, preservation, marking and temporary repairs (State of Good Repair)

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2020-213	40220	42401220.507999.0.0.0.40220.042.0.0.0	\$6,000,000
	RS2018-1454	40119	42401119.507999.0.0.0.40119.042.0.0.0	\$30,000,000
	RS2017-713	40018	42401018.507999.0.0.0.40018.042.0.0.0	\$35,000,000
	RS2016-245	40017	42401017.507999.0.0.0.40017.042.0.0.0	\$35,000,000

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

No
ongoing need

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	0.00
Construction	26,700,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	3,300,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	30,000,000.00

* Details of Other Anticipated Project Costs:

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By:	Shanna Whitelaw
--------------------------	-----------------

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Roadways (Transportation Plan)

CIB # **02PW020**
Date **2/5/2021**

CAPITAL PROJECT NAME:	ROADWAY AND RIGHT OF WAY ITEM RECONSTRUCTION, IMPROVEMENTS AND MAINTENANCE
PROJECT DESCRIPTION:	Includes Capital projects such as initiation of Jefferson Street Cap Design, new bikeways, new traffic pedestrian signals, partnership funded capital projects such as Gallatin PK sustainability and MLK sustainability projects, Downtown Neighborhood Traffic Project, Land for Public Works for Operations

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2020-213	40220	42403220.507999.0.0.0.40220.042.0.0.0.	\$2,200,000
	RS2018-1454	40119	42403119.507999.0.0.0.40119.042.0.0.0.	\$15,000,000
	RS2017-963	40118	42402118.507999.0.0.0.40118.042.0.0.0.	\$7,375,000
	RS2017-713	40018	42404018.507999.0.0.0.40018.042.0.0.0.	\$13,000,000

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

No
on going

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	1,000,000.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	18,000,000.00
Construction	7,000,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	1,000,000.00
Other Anticipated Project Costs *	
Total Funding Request	27,000,000.00

* Details of Other Anticipated Project Costs:

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By:	Shanna Whitelaw
-------------------	-----------------

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Sidewalks (Transportation Plan)

CIB # **06PW0019**
Date **2/5/2021**

CAPITAL PROJECT NAME:	SIDEWALKS - CONSTRUCT AND IMPROVE
PROJECT DESCRIPTION:	Sidewalks, construct and improve in accordance with Walk N Bike Plan. Includes update to the Walk n Bike master plan. Lower Broadway sidewalks construction, fulfilling 2020 MOU. Sidewalk Repair program (State of Good Repair)

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2020-213	40220	42402220.507999.0.0.0.40220.042.0.0.0.	\$4,000,000
	RS2018-1454	40119	42402119.507999.0.0.0.40119.042.0.0.0.	\$30,000,000
	RS2017-713	40018	42402018.507999.0.0.0.40018.042.0.0.0.	\$30,000,000
	RS2016-245	40017	42402017.507999.0.0.0.40017.042.0.0.0.	\$30,000,000

* less any Contingency

**Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)**

No
On going

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	250,000.00
Construction	18,000,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	1,750,000.00
Other Anticipated Project Costs *	1,000,000.00
Total Funding Request	21,000,000.00

* Details of Other Anticipated Project Costs: Update to Walk n Bike Master Plan

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By:	Shanna Whitelaw
-------------------	-----------------

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Traffic Mgmt (Transportation Plan)

CIB # **02TP002**
Date **2/5/2021**

CAPITAL PROJECT NAME:	TRAFFIC MANAGEMENT PROGRAM
PROJECT DESCRIPTION:	Traffic Management Program includes traffic signals, traffic calming, Intelligent Transportation Systems (ITS), pavement markings, pedestrian safety, parking, and school zone traffic control, and initiation of a new Traffic Control Center.

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2020-213	40220	42400220.507999.0.0.0.40220.042.0.0.0.	\$1,250,000
	RS2018-1454	40119	42406119.507999.0.0.0.40119.042.0.0.0.	\$3,000,000
	RS2017-963	40118	42403118.507999.0.0.0.40118.042.0.0.0.	\$3,000,000

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

No
on going

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	2,000,000.00
Construction	17,000,000.00
Furniture, Fixtures & Equipment	500,000.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	800,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	20,300,000.00

* Details of Other Anticipated Project Costs:

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By:	Shanna Whitelaw
--------------------------	-----------------

CAPITAL PROJECT COST ITEMIZATION FORM

WATER - Stormwater

CIB #s: **09WS0025** **09WS0027** **21WS0023**
Date **2/5/2021**

CAPITAL PROJECT NAME:	STORMWATER - CAPITAL CONSTRUCTION / REMEDIAL MAINTENANCE IN USD
PROJECT DESCRIPTION:	Major Capital Construction - County wide construction projects, to address recurring stormwater issues. Includes replacements of crossdrains, culverts, and addressing other related stormwater infrastructure.

PROJECT FUNDING HISTORY	Resolution #	Fund #	Account String	Total Allocated *
	RS2018-1454	41119	65411119.507999.0.0.0.41119.065.0.0.0.	\$20,000,000
	RS2017-963	41118	65411118.507999.0.0.0.41118.065.0.0.0.	\$10,000,000

* less any Contingency

Will this allocation complete the funding for this project?
If Yes, what is the anticipated date to close-out the project?
If No, when is additional funding anticipated? (Phased project)

No
Recurring Project

PROJECT COST ITEMIZATION:

BL2019-77: 5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than \$5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:

Land Acquisition	0.00
Environmental Compliance	
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	3,000,000.00
Construction	0.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	15,830,000.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	1,000,000.00
Total Funding Request	19,830,000.00

* Details of Other Anticipated Project Costs:

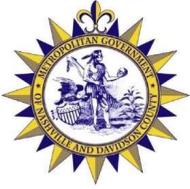
<i>Masterplanning for future capital projects</i>

ESTIMATED OPERATING BUDGET IMPACT:

What Fiscal Year will this Impact Operating Budget?	Amount?
	0.00

Details - On Impact to Operating Budget

There is no impact to the operating budget.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-758, Version: 1

Resolution reducing the authority of The Metropolitan Government of Nashville and Davidson County to issue general obligation bonds pursuant to certain initial resolutions previously adopted by the Metropolitan County Council.

WHEREAS, the Metropolitan County Council has from time to time authorized the issuance of general obligation bonds to finance specified public works projects; and,

WHEREAS, in order to authorize such general obligation bonds the Metropolitan County Council adopted on June 9, 2009 Resolution RS2009-746, on September 21, 2010 Resolution RS2010-1363, on June 19, 2012 Resolution RS2012-276, and on June 11, 2013 Resolution RS2013-710 (collectively, the "Initial Resolutions"); and,

WHEREAS, pursuant to the Initial Resolutions the Metropolitan Government has authorized the issuance of general obligation bonds in an aggregate amount not to exceed \$1,408,463,000 (the Authorized Amount"); and,

WHEREAS, certain projects identified in the Initial Resolutions were completed or are on target to be completed at a cost less than the Authorized Amount resulting in a savings of \$5,259,838, as provided in Exhibit A attached hereto and incorporated herein; and,

WHEREAS, the Metropolitan County Council adopted Resolution RS2018-1453 on October 16, 2018 reducing the aggregate authorization of the Initial Resolutions, inter alia, by \$2,084,874.21, from \$1,408,463,000 to (the "Initial Reduction"); and,

WHEREAS, the Metropolitan County Council adopted Resolution RS2019-99 on November 19, 2019 further reducing the authorization of Resolution RS2013-710 by \$1,000,000, from \$299,720,156.47 to \$298,720,156.47 and thereby reducing the aggregate authorization of the Initial Resolutions from \$1,406,378,125.79 to \$1,405,378,125.79 (the "2019 Reduction"); and,

WHEREAS, the Metropolitan Government desires to further reduce the authority to issue general obligation bonds under the Initial Resolutions by \$5,259,838 from \$1,405,378,125.79 to \$1,400,118,287.79 (the "New Reduction").

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

Section 1. The authorization to issue additional general obligation bonds pursuant to the Initial Resolutions is hereby reduced generally as follows and as more particularly described in the attached Exhibit A:

Resolution	Authorized Amount	Initial Reduction	2019 Reduction	New Reduction	New Authorization
RS2009-746	560,803,000	1,245,239.83	0	3,438,339	556,119,421.17
RS2010-1363	250,000,000	60,723.79	0	190,688	249,748,588.21
RS2012-276	297,660,000	499,067.06	0	1,115,732	296,045,200.94
RS2013-710	300,000,000	279,843.53	1,000,000	515,079	298,205,077.47
Total	\$1,408,463,000	\$2,084,847.21	\$1,000,000	\$5,259,838	\$1,400,118,287.79

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 deauthorizes the issuance of approximately \$5.2 million in previously approved general obligation bonds. The resolution is primarily the result of some leftover contingency funds from the following capital spending plan resolutions: RS2009-746, RS2010-1363, RS2012-276, and RS2013-710. This deauthorization will have the effect of reducing the par amount of Metro's total outstanding indebtedness by \$5,259,836.

RESOLUTION NO. RS2021-_____

Resolution reducing the authority of The Metropolitan Government of Nashville and Davidson County to issue general obligation bonds pursuant to certain initial resolutions previously adopted by the Metropolitan County Council.

WHEREAS, the Metropolitan County Council has from time to time authorized the issuance of general obligation bonds to finance specified public works projects; and,

WHEREAS, in order to authorize such general obligation bonds the Metropolitan County Council adopted on June 9, 2009 Resolution RS2009-746, on September 21, 2010 Resolution RS2010-1363, on June 19, 2012 Resolution RS2012-276, and on June 11, 2013 Resolution RS2013-710 (collectively, the “Initial Resolutions”); and,

WHEREAS, pursuant to the Initial Resolutions the Metropolitan Government has authorized the issuance of general obligation bonds in an aggregate amount not to exceed \$1,408,463,000 (the Authorized Amount”); and,

WHEREAS, certain projects identified in the Initial Resolutions were completed or are on target to be completed at a cost less than the Authorized Amount resulting in a savings of \$5,259,838, as provided in Exhibit A attached hereto and incorporated herein; and,

WHEREAS, the Metropolitan County Council adopted Resolution RS2018-1453 on October 16, 2018 reducing the aggregate authorization of the Initial Resolutions, inter alia, by \$2,084,874.21, from \$1,408,463,000 to (the “Initial Reduction”); and,

WHEREAS, the Metropolitan County Council adopted Resolution RS2019-99 on November 19, 2019 further reducing the authorization of Resolution RS2013-710 by \$1,000,000, from \$299,720,156.47 to \$298,720,156.47 and thereby reducing the aggregate authorization of the Initial Resolutions from \$1,406,378,125.79 to \$1,405,378,125.79 (the “2019 Reduction”); and,

WHEREAS, the Metropolitan Government desires to further reduce the authority to issue general obligation bonds under the Initial Resolutions by \$5,259,838 from \$1,405,378,125.79 to \$1,400,118,287.79 (the “New Reduction”).

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

Section 1. The authorization to issue additional general obligation bonds pursuant to the Initial Resolutions is hereby reduced generally as follows and as more particularly described in the attached Exhibit A:

Resolution	Authorized Amount	Initial Reduction	2019 Reduction	New Reduction	New Authorization
-------------------	--------------------------	--------------------------	-----------------------	----------------------	--------------------------

RS2009-746	560,803,000	1,245,239.83	0	3,438,339	556,119,421.17
RS2010-1363	250,000,000	60,723.79	0	190,688	249,748,588.21
RS2012-276	297,660,000	499,067.06	0	1,115,732	296,045,200.94
RS2013-710	300,000,000	279,843.53	1,000,000	515,079	298,205,077.47
Total	\$1,408,463,000	\$2,084,847.21	\$1,000,000	\$5,259,838	\$1,400,118,287.79

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.

APPROVED FOR PROPER BUDGET PROCEDURES:

Budget Officer

INTRODUCED BY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

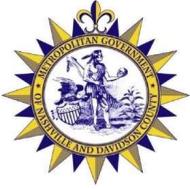
Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Exhibit A

Department and Project Description	Authorized Amount	Actual Expenditures	Encumbrance	Available Amount	Balance to Reduce	Balance Remaining
<u>Resolution RS2009-746</u>						
Administrative - GSD Contingency CF to FY1	521,343	169,187.22	0	352,156	352,156	0
Administrative - GSD Cap Recall Contingenc	2,264,068	0.00	0	2,264,068	2,264,068	0
Administrative - CJC Renovation	2,086,643	1,586,642.86	0	500,000	500,000	0
Total for RS2009-746	4,872,054	1,755,830	0	3,116,224	3,116,224	0
<u>Resolution RS2010-1363</u>						
Administrative - GSD Cap Recall Contingenc	133,360	0.00	0	133,360	133,360	0
Administrative - Admin projects Recall	150,327	121,119.84	0	29,207	29,207	0
Total for RS2010-1363	283,686	121,120	0	162,566	162,566	0
<u>Resolution RS2012-276</u>						
Administrative - GSD FY13 Cap Contingency	138,732	0.00	0	138,732	138,732	0
Total for RS2012-276	138,732	0	0	138,732	138,732	0
<u>Resolution RS2013-710</u>						
Administrative - GSD FY14 Cap Contingency	15,000	0.00	0	15,000	15,000	0
Administrative - GSD Cap Recall Contingenc	499,828	(250.90)	0	500,079	500,079	0
Total for RS2013-710	514,828	(251)	0	515,079	515,079	0
<u>Resolution RS2009-746</u>						
Administrative - USD Contingency CF to FY1	322,115	0.00	0	322,115	322,115	0
Total for RS2009-746	322,115	0	0	322,115	322,115	0
<u>Resolution RS2010-1363</u>						
Administrative - USD Contingency CF to FY1	35,000	6,879.44	0	28,121	28,121	0
Total for RS2010-1363	35,000	6,879	0	28,121	28,121	0
<u>Resolution RS2012-276</u>						
Administrative - USD FY13B CapContingenc	977,000	0.00	0	977,000	977,000	0
Total for RS2012-276	977,000	0	0	977,000	977,000	0
Grand Total	7,143,415	1,883,578	0	5,259,836	5,259,836	0



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-759, **Version:** 1

A resolution approving amendment two to a grant from Living Cities to The Metropolitan Government, acting by and through the Finance Department - Procurement Division, to support the city's work with the City Accelerator's Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government's procurement process.

WHEREAS, The Metropolitan Government, acting by and through the Finance Department - Procurement Division, previously entered into a grant agreement with Living Cities to support the city's work with the City Accelerator's Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government's procurement process approved by RS2020-152; and,

WHEREAS, the parties wish to amend the grant to extend the end date of the grant from October 30, 2020 to February 26, 2021; and,

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

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

Section 1. That amendment two to the grant by and between Living Cities and The Metropolitan Government, acting by and through the Finance Department - Procurement Division, to support the city's work with the City Accelerator's Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government's procurement process, a copy of which amendment two is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

Analysis

This resolution approves amendment two to a grant from Living Cities to the Metro Finance Department Procurement Division to support the city's work with the City Accelerator's Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government's procurement process. This resolution approves an amendment extending the term of this \$50,000 grant from October 30, 2020 to February 26, 2021.

GRANT SUMMARY SHEET

Grant City Accelerator 20 Amend. 2

Department: FINANCE DEPARTMENT

Grantor: LIVING CITIES

**Pass-Through
Grantor (If**

Total Award this \$0.00

Cash Match \$0.00

Department Michelle Lane
862-5471

Status AMENDMENT

Program Description:

Grant will help improve participation of minority and woman-owned businesses in the Metro Government procurement process by creating a multi-tiered business capacity development program and a comprehensive communications and outreach strategy. Amendment 2 extends the end date from 10/31/20 to 2/26/21.

Plan for continuation of services upon

Both the educational and outreach components, developed in collaboration with the Living Cities cohort, will be carried out by existing divisional staff at the conclusion of the grant period/funding.

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	
FINANCE DEPARTMENT	015	Michelle Lane			862-5471		
Grant Name:		City Accelerator 20 Amend. 2					
Grantor:		LIVING CITIES	Other:				
Grant Period From:		07/01/19	<small>(applications only) Anticipated Application Date:</small>				
Grant Period To:		02/26/21	<small>(applications only) Application Deadline:</small>				
Funding Type:		FOUNDATION	Multi-Department Grant		<input type="checkbox"/> If yes, list below.		
Pass-Thru:			Outside Consultant Project:		<input checked="" type="checkbox"/>		
Award Type:		COMPETITIVE	Total Award:		\$0.00		
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:		<small>Applic. Submitted Electronically?</small> <input type="checkbox"/>					
<p>Grant will help improve participation of minority and woman-owned businesses in the Metro Government procurement process by creating a multi-tiered business capacity development program and a comprehensive communications and outreach strategy. Amendment 2 extends the end date from 10/30/20 to 2/26/21.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Both the educational and outreach components, developed in collaboration with the Living Cities cohort, will be carried out by existing divisional staff at the conclusion of the grant period/funding.							
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		10.00%		Indirect Cost of Grant to Metro:		\$5,000.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		in budget	
		0.00%				\$0.00	
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY20			\$50,000.00				\$50,000.00	\$5,000.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total				\$50,000.00				\$50,000.00	\$5,000.00	\$0.00
Date Awarded:				01/21/21	Tot. Awarded:		\$0.00	Contract#: 20-6160 G-931-2		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 5/13/13
5172

GCP Rec'd
01/28/21

GCP Approved
01/28/21

VW



LIVING CITIES
INNOVATE ▶ INVEST ▶ LEAD

LIVING CITIES

1040 Avenue of the Americas
Floor 17
New York, NY 10018

1730 M Street, NW
Suite 400
Washington, DC 20036

646 442 2200 P
646 442 2239 F

www.LivingCities.org

MEMBERS

The Annie E. Casey
Foundation

Bank of America

Bill & Melinda Gates
Foundation

Citi Foundation

Deutsche Bank

Ford Foundation

John D. and Catherine T.
MacArthur Foundation

The JPB Foundation

The Kresge Foundation

The McKnight Foundation

MetLife, Inc.

Morgan Stanley

Prudential Financial, Inc.

Robert Wood Johnson
Foundation

The Rockefeller Foundation

Surdna Foundation

W.K. Kellogg Foundation

Wells Fargo

PRESIDENT & CEO

Ben Hecht

January 21, 2021

Ms. Michelle A. Hernandez Lane
Chief Procurement Officer and Purchasing Agent
Metropolitan Nashville Davidson County
Division of Purchasing
730 2nd Avenue South, Suite 150
Nashville, TN 37210

Re: Grant No. LC 20-6160 G 931

Dear Ms. Hernandez Lane:

This letter confirms our agreement to amend Living Cities Grant number LC 20-6160 G-931 in the following way:

- Extend the grant end date from October 30, 2020 through February 26, 2021.

All other terms and conditions of the contract remain in effect.

If you are in agreement with these changes, please sign this letter where indicated below and return to Joan Springs (jsprings@livingcities.org).

Sincerely,

DocuSigned by:
Bennett Hecht
 Bennett Hecht
 President & CEO

Agreed to and accepted:

DocuSigned by:
Michelle A. Hernandez Lane
 Date: 1/21/2021
 90AEFF4BE90446F...

**SIGNATURE PAGE
FOR
GRANT NO. City Accelerator 20 Amend 2**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Michelle A. Hernandez-Laine
Procurement

1/28/2021
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

Resolution No. RS2020 - 589

A resolution approving amendment one to a grant from Living Cities to The Metropolitan Government of Nashville and Davidson County, acting by and through the Finance Department – Procurement Division, to support the city’s work with the City Accelerator’s Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government’s procurement process.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Finance Department – Procurement Division, previously entered into a grant agreement with Living Cities to support the city’s work with the City Accelerator’s Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government’s procurement process approved by RS2020-152; and,

WHEREAS, the parties wish to amend the grant to extend the end date of the grant from June 30, 2020 to October 30, 2020; 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 Living Cities and The Metropolitan Government of Nashville and Davidson County, acting by and through the Finance Department – Procurement Division, to support the city’s work with the City Accelerator’s Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government’s procurement process, a copy of which is attached hereto and incorporated herein, is hereby approved.

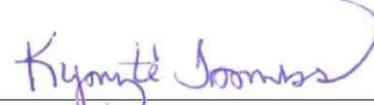
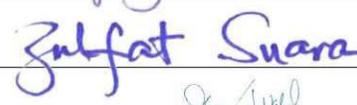
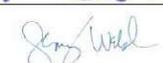
Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

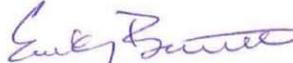
DocuSigned by:

Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:

Member(s) of Council




APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

Meki Eke

Assistant Metropolitan Attorney

GRANT SUMMARY SHEET

Grant City Accelerator 20 Amend. 1

Department: FINANCE DEPARTMENT

Grantor: LIVING CITIES

**Pass-Through
Grantor**

Total Award this \$0.00

Cash Match \$0.00

Department Michelle Lane
862-5471

Status AMENDMENT

Program Description:

Grant will help improve participation of minority and woman-owned businesses in the Metro Government procurement process by creating a multi-tiered business capacity development program and a comprehensive communications and outreach strategy. Amendment 1 extends the end date from 6/30/20 to 10/30/20.

Plan for continuation of services upon

Both the educational and outreach components, developed in collaboration with the Living Cities cohort, will be carried out by existing divisional staff at the conclusion of the grant period/funding.

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		Michelle Lane		862-5471	
Grant Name:		City Accelerator 20 Amend. 1					
Grantor:		LIVING CITIES				Other:	
Grant Period From:		07/01/19		(applications only) Anticipated Application Date:			
Grant Period To:		10/30/20		(applications only) Application Deadline:			
Funding Type:		FOUNDATION		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input checked="" type="checkbox"/>	
Award Type:		COMPETITIVE		Total Award:		\$0.00	
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"/>					
<p>Grant will help improve participation of minority and woman-owned businesses in the Metro Government procurement process by creating a multi-tiered business capacity development program and a comprehensive communications and outreach strategy. Amendment 1 extends the end date from 6/30/20 to 10/30/20.</p>							
<p>Plan for continuation of service after expiration of grant/Budgetary Impact:</p> <p>Both the educational and outreach components, developed in collaboration with the Living Cities cohort, will be carried out by existing divisional staff at the conclusion of the grant period/funding.</p>							
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		10.00%		Indirect Cost of Grant to Metro:		\$5,000.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		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	FY20			\$50,000.00				\$50,000.00	\$5,000.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total				\$50,000.00				\$50,000.00	\$5,000.00	\$0.00
Date Awarded:				10/05/20	Tot. Awarded:		\$0.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 5/13/13
5128

GCP Rec'd
10/06/20

GCP Approved
10/06/20

VW



LIVING CITIES
INNOVATE • INVEST • LEAD

LIVING CITIES

1040 Avenue of the Americas
Floor 17
New York, NY 10018

1730 M Street, NW
Suite 400
Washington, DC 20036

646 442 2200 P
646 442 2239 F

www.LivingCities.org

MEMBERS

The Annie E. Casey
Foundation

Bank of America

Bill & Melinda Gates
Foundation

Citi Foundation

Deutsche Bank

Ford Foundation

John D. and Catherine T.
MacArthur Foundation

The JPB Foundation

The Kresge Foundation

The McKnight Foundation

MetLife, Inc.

Morgan Stanley

Prudential Financial, Inc.

Robert Wood Johnson
Foundation

The Rockefeller Foundation

Surdna Foundation

W.K. Kellogg Foundation

Wells Fargo

PRESIDENT & CEO

Ben Hecht

July 14, 2020

Ms. Michelle A. Hernandez Lane
Chief Procurement Officer and Purchasing Agent
Metropolitan Nashville Davidson County
Division of Purchasing
730 2nd Avenue South, Suite 150
Nashville, TN 37210

Re: Grant No. LC 20-6160 G 931

Dear Ms. Hernandez Lane:

This letter confirms our agreement to amend Living Cities Grant number LC 20-6160 G-931 in the following way:

- Extend the grant end date from June 30, 2020 through October 30, 2020.

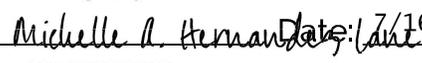
All other terms and conditions of the contract remain in effect.

If you are in agreement with these changes, please sign this letter where indicated below and return to Joan Springs (jsprings@livingcities.org).

Sincerely,

DocuSigned by:
Bennett Hecht
 E9DC618869244E8...
 Ben Hecht
 President & CEO

Agreed to and accepted:

DocuSigned by:

 Date: 7/16/2020
 90AEFF4BE90446F...

**SIGNATURE PAGE
FOR
GRANT NO. City Accelerator 20 Amend. 1**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:

Michelle A. Hernandez Lane
Dept. of Finance-Procurement

10/6/2020

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:

Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

10/9/2020

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Colbo
Director of Insurance

10/9/2020

Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:

Niki Eke
Metropolitan Attorney

10/9/2020

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk RS2020-589

Date

**SIGNATURE PAGE
FOR
GRANT NO. City Accelerator 20 Amend. 1**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:
Michelle A. Hernandez Lane 10/6/2020
Dept. of Finance-Procurement Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:
Kevin Crumbo 10/9/2020
Kevin Crumbo, Director Date
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Colbo 10/9/2020
Director of Insurance Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Meki Eki 10/9/2020
Metropolitan Attorney Date

John Cooper 10/21/2020
John Cooper Date
Metropolitan Mayor

ATTEST:

ES Hill 10/21/2020
Metropolitan Clerk RS2020-589 Date

ORIGINAL

METROPOLITAN COUNTY COUNCIL

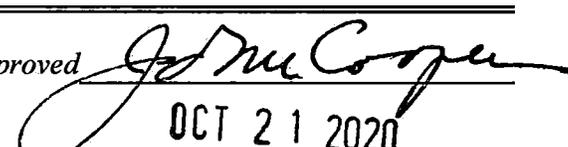
Resolution No. RS2020-589

A resolution approving amendment one to a grant from Living Cities to The Metropolitan Government of Nashville and Davidson County, acting by and through the Finance Department – Procurement Division, to support the city’s work with the City Accelerator’s Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government’s procurement process.

Introduced OCT 20 2020

Amended _____

Adopted OCT 20 2020

Approved 

By OCT 21 2020
Metropolitan Mayor

Resolution No. RS2020 - 152

A resolution accepting a grant from Living Cities to The Metropolitan Government of Nashville and Davidson County, acting by and through the Finance Department – Procurement Division, to support the city’s work with the City Accelerator’s Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government’s procurement process.

WHEREAS, Living Cities has awarded a grant in an amount not to exceed \$50,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Finance Department – Procurement Division, to support the city’s work with the City Accelerator’s Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government’s procurement process; and,

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

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

Section 1. That the grant by and between Living Cities, in an amount not to exceed \$50,000.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Finance Department – Procurement Division, to support the city’s work with the City Accelerator’s Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government’s procurement process, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Finance Department – Procurement Division 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:

Kevin Crumbo / KCS
Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:

[Signature]
[Signature]

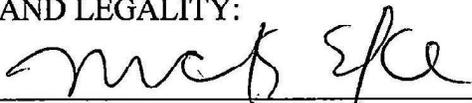
[Signature]
Member(s) of Council

[Signature]

{N0319163.1}

D-19-09118

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read "Mark E. Ke", written over a horizontal line.

Assistant Metropolitan Attorney



LIVING CITIES

1040 Avenue of the Americas
Floor 17
New York, NY 10018
1730 M Street, NW
Suite 400
Washington, DC 20036

646 442 2200 P
646 442 2239 F

www.LivingCities.org

MEMBERS

The Annie E. Casey
Foundation

Bank of America

Bill & Melinda Gates
Foundation

Citi Foundation

Deutsche Bank

Ford Foundation

John D. and Catherine T.
MacArthur Foundation

The JPB Foundation

The Kresge Foundation

The McKnight Foundation

MetLife, Inc.

Morgan Stanley

Prudential Financial, Inc.

Robert Wood Johnson
Foundation

The Rockefeller Foundation

Surdna Foundation

W.K. Kellogg Foundation

Wells Fargo

PRESIDENT & CEO

Ben Hecht

November 14, 2019

Ms. Michelle A. Hernandez Lane
Chief Procurement Officer & Purchasing Agent
Metropolitan Nashville Davidson County
Division of Purchasing
730 2nd Avenue South, Suite 150
Nashville, TN 37210

Re: Grant No. 20-6160 G-931

Dear Ms. Hernandez Lane:

I am pleased to inform you that Living Cities has awarded the Metropolitan Nashville Davidson County Division of Purchasing ("the Grantee") a grant of Fifty Thousand Dollars (\$50,000.00) (the "Grant") to support the city's work with the City Accelerator's Retake: Inclusive Procurement Cohort.

The terms of this grant agreement are outlined below. Your signature at the end of this agreement indicates that you, as an authorized agent of your organization, have read, understood and agreed to these terms.

Grant Agreement

(1) **Use of Grant:** The Grant is to be used only for the purposes outlined in your proposal dated April 5, 2019. Specifically, the funds are to be used to achieve the objectives outlined in work-plan through activities outlined in the grant proposal attached herein as Schedule B.

(2) **Grant Period:** The grant period will begin on July 1, 2019 and end on June 30, 2020. Any funds not used by the end of the grant period toward the purposes of this grant will be returned to Living Cities within 45 days after the end of the grant period.

(3) **Payment of Grant:** The Grant will be paid out in one (1) installment. Living Cities' ability to pay out this grant is dependent on the timely receipt of grant funding from institutional grantors. In the event that Living Cities has not received sufficient or timely funding from these grantors, Living Cities may elect to postpone, reduce or eliminate this award prior to disbursement.

(4) **Conditions to Disbursement(s) of Grant:** The Grant will be disbursed to the Grantee, upon the fulfillment of the following condition:

(a) Upon execution by Living Cities of a signed copy of this agreement, including Schedule A. By signing this agreement, you also agree to the requirements of participation set forth in Schedule B.

(5) **Requirements for Participation:**

(a) Participation in monthly calls with the cohort lead Griffin and Strong, P.C.:

(b) Participation in group learning activities, such as cohort learning calls, and send at most two members of the core team representatives to the four cohort convenings slated for June 2019, August 2019, Winter 2019 and Spring 2020;



- (c) Participation, by at least the city's two core team members, in a Living Cities-approved anti-racism training to deepen the team's racial equity competencies in service of closing racial income and wealth gaps through the City Accelerator. More information about this requirement and options for trainings will be forthcoming. (If team members can document that they have completed an approved training in the past two years, this requirement can be waived);
 - (d) Produce or contribute one blog post, and post regular social media updates, about the city's project, progress and lessons learned (guidance and deadlines will be forthcoming);
 - (e) Engagement with and participation in Living Cities' Economic Opportunity Roadmap, an online community dedicated to sharing practices and policies that create economic opportunity and close the racial wealth gaps in U.S. cities.
- (6) **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- (a) Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code (Code) and is not a private foundation within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
 - (b) Grant funds may be expended only for charitable, educational, literary or scientific purposes as specified in Section 170(c)(2)(B) of the Code.
 - (c) No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including but not limited to any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
- (7) **Covenants:** During the term of this grant, the Grantee is expected to adhere to the conditions below. Failure to adhere to these conditions will constitute an act of default and result in the return of part or all of the grant funds to Living Cities. In such a case, Living Cities will determine in its sole and absolute discretion the percentage of the grant to be returned. Cessation or reclamation of grant funding by Living Cities may also result in your organization's elimination from consideration for investment from Living Cities in any other form.

During the grant term and beyond as applicable, the Grantee under this agreement agree to the following:

- (a) Adhere to the uses of the grant summarized in Section (1). This grant is made only for the purposes stated in this letter and in the proposal the Grantee has submitted. Any grant funds not expended or committed for these purposes within the grant period will be returned to Living Cities. Any prospective changes in the use of this grant totaling over five percent of the total grant amount must be submitted in writing to and approved by Living Cities.

In addition, the Grantee is expected to meet the milestones stated in the proposal within the timeframe specified therein. Any material changes in the Grantee's milestones or timeline should be reported to Living Cities at the earliest reasonable opportunity. Living Cities will decide in its sole and absolute discretion whether any delays in meeting milestones constitute a violation of this covenant, and thus an event of default.



- (b) Maintain its tax-exempt status and all authorizations, filings, exemptions, etc. required to perform its duties within and outside this agreement. The Grantee also agrees to immediately provide any correspondence from the IRS or other related agencies regarding the above.
- (c) Cooperate in the monitoring and evaluation of its work. Given Living Cities' learning goals, Living Cities expects its grantees, to cooperate in timely and accurate reporting of program process, outputs, and outcomes.

A progress report must be submitted by January 31, 2020. Information in the progress report(s) should include but will not necessarily be limited to:

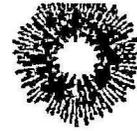
- (i.) Progress in achieving outcomes as outlined in Schedule B;
- (ii.) Expenditures against project budget as outlined in Schedule C;
- (iii.) Resources leveraged against Living Cities' funds;
- (iv.) Challenges encountered; and
- (v.) Any material operational or strategic shifts.

End-of-grant-period report: This report must be submitted to Living Cities no more than 30 days after the end of the grant period. It will include: (1) a narrative account of what was accomplished by the expenditure of funds, including progress made towards achieving the goals of the grant; and (2) a financial accounting, which includes a statement by the responsible financial officer of the Grantee certifying the accuracy of the report. Guidelines for the mid-year and end-of-grant-period report will be sent to the Grantee at least sixty (60) days prior to report date.

Living Cities and its institutional grantors reserve the right to use and publish any information furnished by the Grantee, provided that Living Cities give appropriate credit to you as the provider of this information.

Living Cities reserves the right to audit Grantee's financial and other records to ensure the proper utilization of its grant funds. During and at least three years following the end of the grant term, the Grantee will be expected to maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of Living Cities grant funds.

- (d) Adhere to the following prohibitions on the use of the Grant. Under no circumstances the Grantee receiving Living Cities' grant funds use these funds directly or indirectly for the following purposes or activities:
 - (i.) Make a grant to any individual for travel, study or other similar purpose, as described in Section 4945(d)(3) of the Code;
 - (ii.) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-grants to any entity that engages in these activities;
 - (iii.) Influence the outcome of any specific public election, participate in or intervene in, including by the publishing or distribution of any statements, any political campaign on behalf of or in opposition to any candidate for public office;
 - (iv.) Influence legislation, including by the publishing or distribution of any statements, or any campaign in support of or opposition to pending legislation; and
 - (v.) Any other purposes outside your proposal without express written permission from Living Cities.
- (e) Represent faithfully and coordinate with Living Cities in reports and communications. Living Cities hopes and anticipates that the Grantee will leverage recognition by Living Cities in your communications and public relations. In doing so, Living Cities expects the Grantee to



LIVING CITIES
 INNOVATE • INVEST • LEAD

represent Living Cities fairly and faithfully in all reports, press releases, speeches and other media. All materials describing the Grantee's efforts, particularly those that mention Living Cities, should be sent to Living Cities prior to publication. Whenever possible, major communications plans should be coordinated with Living Cities in advance. Copies of any reports, evaluations or other communications supported by Living Cities' grant funds should be sent prior to publication to:

Name: Elizabeth Reynoso, Associate Director
 Email: ereynoso@livingcities.org
 Phone: (646) 442-2203

Conversely, receipt of this grant provides Living Cities license to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, Living Cities will share these materials with the Grantee prior to publication. The Grantee and its sub-grantees will be expected to cooperate in any public education or outreach effort undertaken in connection with this grant, which may include efforts to attract additional resources to the Grantee or others doing similar work.

- (8) Notice: Any notice under this Agreement shall be in writing and shall be deemed delivered upon Grantees receipt of notice at the address or facsimile hereunder. Living Cities' Principal Contact regarding this grant will be:

Name: Norris Williams, III, Associate
 Email: nwilliams@livingcities.org
 Phone: (646) 442-2914

For Inquiries on Grant Administration notify:

Name: Joan F. Springs, Associate Grants & Contracts
 Email: jsprings@livingcities.org
 Phone: (646) 442-2231

For inquiries on payment & invoices, in addition to the principal contact, notify:

Name: Esther Mensah-Sullivan, Controller
 Email: emensah-sullivan@livingcities.org
 Phone: (646) 442-2222

- (9) No Right of Assignment or Delegation: The Grantee may not assign or otherwise transfer its rights, or delegate any of its obligations, under this agreement.
- (10) Compliance with Anti-Discrimination Rules: In its use of grant funds provided by Living Cities, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.
- (11) Governing Law: This Grant Agreement is governed by, and will be construed in accordance with, the laws of the State of New York.
- (12) Amendment of Term of Grant: Living Cities shall consider but is not obligated to agree to requests by the Grantee to make modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) Living Cities' Director of Finance and Administration has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of Living Cities has executed a written agreement describing the terms of the amendment.

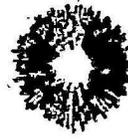


LIVING CITIES
INNOVATE • INVEST • LEAD

(13) **Countersignature Required.** If this agreement correctly sets forth your organization's understanding of the terms and conditions of the grant, please sign and date in the space provided below, complete Schedule A: Grantee Questionnaire and Schedule C: Project Budget and return to Joan Springs, Administrator of the Grant at jsprings@livingcities.org.

If a signed Grant Agreement is not received within 45 days from the date of this letter, this Grant is subject to cancellation by Living Cities.

[THE REMAINDER OF PAGE HAS INTENTIONALLY BEEN LEFT BLANK]



LIVING CITIES

INNOVATE • INVEST • LEAD

Congratulations on receiving this award.

Bennett L. Hecht
President and CEO
Living Cities

12/9/19
Date

Michelle A. Hernandez Lane
Chief Procurement Officer & Purchasing Agent
Metropolitan Nashville Davidson County
Division of Purchasing

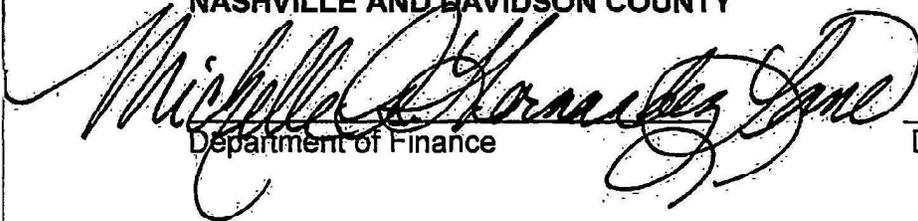
12-03-2019
Date

**SIGNATURE PAGE
FOR**

GRANT NO. 20-6160 G-931

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

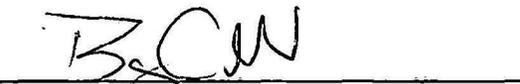
**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**


Department of Finance 12/3/19
Date

APPROVED AS TO AVAILABILITY
OF FUNDS:


Kevin Crumbo, Director 12-12-19
Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:


Director of Insurance 12/13/19
Date

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney 12/13/19
Date

FILED:


Metropolitan Clerk 1/8/20
RS 2020-152 Date



Schedule A: Grantee Questionnaire

Organization Name: Metropolitan Government of Nashville and Davidson County

Grant # / Tax ID Number: 20-6160 G-931 / 2-60694743-014-4

Program Contact Name: Michelle Lane

Phone: 615-862-5471 **Email:** michelle.lane@nashville.gov

Fiscal Contact Name: Alicia Viravouth

Phone: 615-880-1703 **Email:** alicia.viravouth@nashville.gov

Tax-Exempt Classification under the Internal Revenue Service:

- Government Unit
- School or University
 - If checked, submit IRS letter of exemption and classification
- Other Section 501(c)(3) entity
 - If checked, submit IRS Letter of exemption and classification
- Other Tax-exempt entity
- Not a Tax-exempt entity
 - Your organization is planning to, but has not applied for tax exempt status
 - If you organization has applied for status as a 501(c)(3), please submit a copy of the Form 1023 submitted to the IRS

Payment Information:

Grantee's Preferred Payment Method: Check or ACH / Electronic Transfer

Payee / Beneficiary: Metropolitan Government of Nashville & Davidson County

Address: Division of Purchases

730 Second Avenue South

Phone: 615-862-5471 **Fax:** **Email:** michelle.lane@nashville.gov

Attention: Michelle Lane

If ACH/Electronic Transfer, Receiving bank Information

Bank Name: _____

Bank Address: _____

ABA / Routing Number: _____

Account Number: _____

Additional Instructions: _____

Name, Signature and Title (of the person who completed this form):

	Name	Title
	Signature	Date

Schedule B - Project Workplan/Objectives/Goals

Living Cities City Accelerator - Procurement & Equity Cohort
Metropolitan Government of Nashville & Davidson County

Project Goal Statement:

To improve the participation of minority and woman-owned businesses in the Metro Government procurement process by creating a multi-tiered business capacity development program and a comprehensive communications and outreach strategy.

Outcome #1:

Minority and women-owned businesses, internal stakeholders, and public policy makers have the capacity to perform, administer, and evaluate—respectively—relative to Metro Government’s equal business opportunity initiative.

Workplan for Outcome #1

ACTIVITY	INPUT	COMPLETE	RESPONSIBLE PERSON	OUTPUT
<p>Develop three-track training program about Metro Government's procurement equity and inclusion initiatives.</p> <p>Track 1: Training for MWBEs; Track 2: Training for Metro staff; Track 3: Training for policy makers.</p> <p>Modules will be developed by a third-party vendor selected via RFP. All modules will be administrable onsite and online.</p>	<ul style="list-style-type: none"> • Purchasing Agent¹ • BAO Director² • Business Development Officer³ • Metro Staff • Consultant 	May 2020	Jerval Watson	<ul style="list-style-type: none"> • RFP Developed • Consultant Selected • Three-Track Curriculum Developed • Modules Placed Online
<p>Training sessions provided to onsite to MWBEs, internal stakeholders, and public policy makers.</p>	<ul style="list-style-type: none"> • Business Development Officer • BAO Director • Purchasing Agent • Metro Staff 	September 2020	<p>Jerval Watson Track 1</p> <p>Christopher Wood Track 2</p> <p>Zak Kelley Track 3</p>	<ul style="list-style-type: none"> • Track 1: Hold three (3) onsite trainings; train 45 MWBEs. • Track 2: Hold two (2) onsite trainings; train 60 percent of Metro Departments/Agencies. • Track 3: Hold one (1) onsite training; train 30 percent of Metro Council members.

¹ Purchasing Agent = Chief Procurement Officer/Purchasing Agent for Metro Government.

² 'BAO' = Business Assistance Office" also known as the Office of Minority and Women Business Assistance.

³ Business Development Officer serves both BAO and division of purchases.

Living Cities City Accelerator - Procurement & Equity Cohort
 Metropolitan Government of Nashville & Davidson County

Project Goal Statement:

To improve the participation of minority and woman-owned businesses in the Metro Government procurement process by creating a multi-tiered business capacity development program and a comprehensive communications and outreach strategy.

Outcome #2:

By being able to easily access, understand, and navigate the entire procurement process, minority and women-owned businesses will see equity and inclusion as central tenants of how Metro Government does business.

Workplan for Outcome #2

ACTIVITY	INPUT	COMPLETE	RESPONSIBLE PERSON	OUTPUT
<p>Develop comprehensive communications and outreach strategy to increase minority and woman-owned businesses access to, understanding of, and engagement with Metro Government's procurement process. Plan will address:</p> <ul style="list-style-type: none"> Streamlining and improving internal processes and procedures to increase access for MWBEs. Implementing effective methods for outreach and education to MWBEs. Developing materials and updatable templates to aide in current and future navigation. <p>Media firm from Metro's approved vendors list will develop the strategy as well as any associated materials/media.</p>	<ul style="list-style-type: none"> Purchasing Agent BAO Director Business Development Officer Metro Staff Agency/Resource Partners Media Firm 	<p>March 2020</p>	<p>Zak Kelley</p>	<ul style="list-style-type: none"> Proposal Developed Firm Selected Communications Plan Developed Materials Developed
<p>Communications and outreach strategy implemented by Metro Government.</p>	<ul style="list-style-type: none"> Purchasing Agent BAO Director Metro Staff Media Firm 	<p>June 2020</p> <p>September 2020</p> <p>December 2020</p>	<p>Jerval Watson</p> <p>Christopher Wood</p> <p>Zak Kelley</p>	<ul style="list-style-type: none"> Phase 1: Short-terms goals will be fully implemented within three (3) months. Phase 2: Medium-term goals will be implemented within six (6) months. Phase 3: Long-terms goals will be implemented within (9) months.

Schedule C: Project Budget

Project Management Expenses	
External Consultant Expenses	
Media Firm Fee for Communications Strategy	\$20,000
Education Consultant Fee for Module Development	\$30,000
Technology Expenses	
Focus Group Expenses	
Communication Expenses	
Other Expenses	
Grand Total	\$50,000

ORIGINAL

2019 DEC 30 AM 11:38
FILED METROPOLITAN CLERK

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2020 - 152

A resolution accepting a grant from Living Cities to The Metropolitan Government of Nashville and Davidson County, acting by and through the Finance Department – Procurement Division, to support the city’s work with the City Accelerator’s Retake: Inclusive Procurement Cohort program to improve the participation of minority and women-owned businesses in the Metropolitan Government’s procurement process.

Introduced JAN 07 2020

Amended _____

Adopted JAN 07 2020

Approved JAN 08 2020

By 
Metropolitan Mayor

Metro Council Office

DEC 16 2019
Time: 1:50p By: DB



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-760, **Version:** 1

A resolution to approve the Second Amendment to a grant contract for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Affordable Housing Resources.

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through the Metropolitan Housing Trust Fund Commission, previously entered into a grant contract with Affordable Housing Resources for the express purpose of constructing affordable housing approved by RS2017-965; and,

WHEREAS, Metro and Affordable Housing Resources executed a First Amendment to said grant agreement on April 3, 2019, extending the term of the grant contract, which amendment was approved by RS2019-1655; and,

WHEREAS, Metro and Affordable Housing Resources have agreed to a Second Amendment to the grant agreement to extend the term of the contract, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this Second Amendment to the grant contract be approved.

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

Section 1. That this Second Amendment to the grant contract for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Affordable Housing Resources, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

Analysis

This resolution approves a second amendment to a grant contract between Metro, acting by and through the Metro Housing Trust Fund, and Affordable Housing Resources for the construction of affordable housing. The original grant contract approved by RS2017-965 granted \$410,000 from the Barnes Fund for Affordable Housing to Affordable Housing Resources for a 24 month term. The grant was extended for another 12 months pursuant to Resolution No. RS2019-1655. This resolution approves a second 12 month extension for a total term of 48 months. There is no increase in the amount of the grant.

**AMENDMENT #2 TO GRANT CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND AFFORDABLE HOUSING RESOURCES**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **AFFORDABLE HOUSING RESOURCES** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

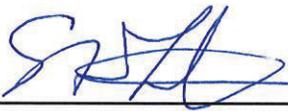
1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 48 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Recipient: Affordable Housing Resources

By: 

Eddie Latimer, Chief Executive Officer

Date: 1/19/2021

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:



Gina Emmanuel, Chair
Metropolitan Housing Trust Fund Commission

1/22/2021

Date

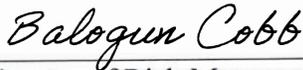
APPROVED AS TO AVAILABILITY OF FUNDS:



Kevin Crumbo, Director
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Risk Management Services

1/26/2021

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

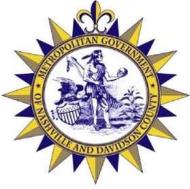
1/25/2021

Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-761, **Version:** 1

A resolution to approve the Second Amendment to a grant contract for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Fifteenth Avenue Baptist CDC.

WHEREAS, The Metropolitan Government of Nashville and Davidson County (“Metro”), acting by and through the Metropolitan Housing Trust Fund Commission, previously entered into a grant contract with Fifteenth Avenue Baptist CDC for the express purpose of constructing affordable housing approved by RS2018-1088; and,

WHEREAS, Metro and Fifteenth Avenue Baptist CDC executed a First Amendment to said grant agreement on March 18, 2020, extending the term of the grant contract, which amendment was approved by RS2020-242; and,

WHEREAS, Metro and Fifteenth Avenue Baptist CDC have agreed to a Second Amendment to the grant agreement to extend the term of the contract, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this Second Amendment to the grant contract be approved.

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

Section 1. That this Second Amendment to the grant contract for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Fifteenth Avenue Baptist CDC, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

Analysis

This resolution approves a second amendment to a grant contract between Metro, acting by and through the Metro Housing Trust Fund, and Fifteenth Avenue Baptist CDC for the construction of affordable housing. The original grant contract approved by RS2018-1088 granted \$69,690 from the Barnes Fund for Affordable Housing to Fifteenth Avenue Baptist CDC for a 24 month term. The grant was extended for another eight months pursuant to Resolution No. RS2020-242. This resolution approves an additional 12 month extension for a total term of 44 months. There is no increase in the amount of the grant.

**AMENDMENT #2 TO GRANT CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND FIFTEENTH AVENUE BAPTIST CDC**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **FIFTEENTH AVENUE BAPTIST CDC** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

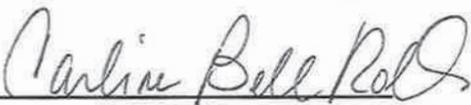
1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 44 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

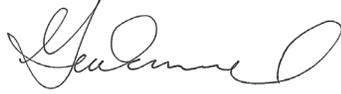
Recipient: Fifteenth Avenue Baptist CDC

By: 
Carlina Bell Rollins, Chief Executive Officer

Date: 1/18/2021

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:



Gina Emmanuel, Chair
Metropolitan Housing Trust Fund Commission

1/22/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Kevin Crumbo, Director
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Risk Management Services

1/26/2021

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

1/25/2021

Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-762, **Version:** 1

A resolution approving an application for a grant from the National Park Service African American Civil Rights (AACR) History grant program to the Metropolitan Government, acting by and through the Metropolitan Nashville Historical Commission, to provide for the completion of a countywide historical context about Nashville and Davidson County's involvement in the Civil Rights Movement.

WHEREAS, the National Park Service African American Civil Rights (AACR) History grant program is accepting applications for a grant, with an award of \$45,638.92 with a required cash match of \$5,159.44, to provide for the completion of a countywide historical context about Nashville and Davidson County's involvement in the Civil Rights Movement; 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 application for a grant by and between the National Park Service African American Civil Rights (AACR) History grant program and The Metropolitan Government, acting by and through the Metropolitan Nashville Historical Commission, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Historical Commission is authorized to submit said application to the National Park Service African American Civil Rights (AACR) History grant program.

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 of \$45,638.92 from the U.S. Department of Interior to the Metro Historical Commission through the National Park Service African American Civil Rights (AACR) History grant program for the completion of for the completion of an historical context and National Register nomination(s) focused on Nashville resources associated with the Civil Rights Movement from approximately 1944 to 1966. According to the program description, this would include topics such as the Establishment of the Race Relations Institute at Fisk University, Election of Black Metro Council Members, Nashville Student Movement and Lunch Counter Sit-Ins, Movie Theater Stand-Ins, Freedom Rides, KKK Bombings, Silent March to the Courthouse, Visits from MLK and other Civil Rights Leaders, School Integration, Establishment of the NAACP/Nashville Christian Leadership Council, and Student Nonviolent Training at Fisk, TSU, American Baptist, Meharry Medical College, Vanderbilt University, and local churches. The end result would be to provide a centralized, publicly-available source of Nashville's Civil Rights Movement information.

If awarded, there will be a required local match of \$5,159.44.

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	
HISTORICAL COMMISSION	011	Tim Walker, Executive Director			862-7970		
Grant Name:		National Park Service Civil Rights History 21-22					
Grantor:		U.S. DEPARTMENT OF INTERIOR			Other:		
Grant Period From:		08/01/21	(applications only) Anticipated Application Date:		01/12/21		
Grant Period To:		12/31/22	(applications only) Application Deadline:		01/12/21		
Funding Type:		FED DIRECT	Multi-Department Grant		<input type="checkbox"/> If yes, list below.		
Pass-Thru:			Outside Consultant Project:		<input checked="" type="checkbox"/>		
Award Type:		COMPETITIVE	Total Award:		\$45,638.92		
Status:		NEW	Metro Cash Match:		\$5,159.44		
Metro Category:		New Initiative	Metro In-Kind Match:				
CFDA #		N/A	Is Council approval required?		<input checked="" type="checkbox"/>		
Project Description:		Applic. Submitted Electronically? <input checked="" type="checkbox"/>					
<p>The Metro Historical Commission (MHC) of Nashville and Davidson County, Tennessee requests funding from an AACR History Grant for the completion of an historical context (MPDF) and National Register nomination(s) focused on Nashville resources associated with the Civil Rights Movement from approximately 1944 to 1966. This would encompass such topics and related resources as the Establishment of the Race Relations Institute at Fisk University, Election of Black City Council Members, Nashville Student Movement and Lunch Counter Sit-Ins, Movie Theater Stand-Ins, Freedom Rides, KKK Bombings, Silent March to the Courthouse, Visits from MLK and other Civil Rights Leaders, School Integration, Establishment of the NAACP/Nashville Christian Leadership Council, and Student Nonviolent Training at Fisk, TSU, American Baptist, Meharry Medical College, Vanderbilt University, and local churches. MHC anticipates the majority of resources will be located downtown, on university campuses, and in urban neighborhoods. This project will complement and inform other grant-funded and planned efforts by Fisk University and HNI. The resulting documentation will act as a widely- and publicly-available centralized source of Nashville's Civil Rights Movement information that is currently scattered across many resources, repositories and private documentation efforts.</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		
Explanation for "Other" means of determining match:		Other: <input type="checkbox"/>					
N/A							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$5,159.44	Fund		10101	Business Unit	
Is not budgeted?			Proposed Source of Match:		staff time and historical marker		
(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		20.94%	Indirect Cost of Grant to Metro:		\$ 10,637.18		
*Indirect Costs allowed?		<input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	10.00%	Ind. Cost Requested from Grantor:	\$ 4,108.97 in budget	
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	\$45,638.92	\$0.00	\$0.00	\$5,159.44	10101, 11105100		\$50,798.36	\$10,637.18	\$4,108.97
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$45,638.92	\$0.00	\$0.00	\$5,159.44		\$0.00	\$50,798.36	\$10,637.18	\$4,108.97
Date Awarded:					Tot. Awarded:		Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

trinity.weathersby@nashville.gov

Contact: vaughn.wilson@nashville.gov

METRO HISTORICAL COMMISSION
2021 APPLICATION
for a
HISTORICAL CONTEXT AND NATIONAL REGISTER NOMINATION,
CIVIL RIGHTS RELATED RESOURCES IN NASHVILLE 1944-1966
funded by the
NATIONAL PARK SERVICE CIVIL RIGHTS HISTORY GRANT PROGRAM

Application Deadline: 1/12/21
Grant Period (est.): 8/1/21-12/31/22
Funding Request: \$50,000 (max allowed)
Matching Funds Required: \$0
Matching Funds Provided: \$5,159.44
Total Project Cost: \$50,798.36

Project Description Worksheet for African American Civil Rights (AACR) Grants

Please read the instructions provided in the Notice of Funding Opportunity (NOFO) prior to completing this worksheet

1. Project/ Property Name

Nashville Civil Rights Movement 1944-1966 MPDF and nomination

2. Project/Historic Property Address

Street 1: n/a

Street 2: n/a

City: Nashville

County: Davidson

State: Tennessee

Zip/ Postal Code: n/a

3. Does the Applicant own the historic property?

No

4. Type of Applicant

Local Government

5. Type of Project

Research & Documentation

6. Amount Requested:

Federal 50,000.00

Applicant 3010.00

Total 53010.00

7. National Register Information System Number (NRIS) (if applicable)

n/a

9. Project Summary: Provide a summary of your project. This should simply state the major goal(s) of this project. Limit 3,000 characters (including spaces)

The Metro Historical Commission (MHC) of Nashville and Davidson County, Tennessee requests funding from an AACR History Grant for the completion of an historical context (MPDF) and National Register nomination(s) focused on Nashville resources associated with the Civil Rights Movement from approximately 1944 to 1966. This would encompass such topics and related resources as the Establishment of the Race Relations Institute at Fisk University, Election of Black City Council Members, Nashville Student Movement and Lunch Counter Sit-Ins, Movie Theater Stand-Ins, Freedom Rides, KKK Bombings, Silent March to the Courthouse, Visits from MLK and other Civil Rights Leaders, School Integration, Establishment of the NAACP/Nashville Christian Leadership Council, and Student Nonviolent Training at Fisk, TSU, American Baptist, Meharry Medical College, Vanderbilt University, and local churches. MHC anticipates the majority of resources will be located downtown, on university campuses, and in urban neighborhoods.

As most of these sites have been previously surveyed and many may no longer be extant, field work will require a re-survey of an estimated 75-100 historic resources, including those listed in The Nashville Civil Rights Historic Resource Survey (MTSU, 2003). The Tennessee SHPO requires that an NRHP nomination for a single property, or a small batch (~3-5) of amended nominations, be submitted with the MPDF. The nomination(s) may update older listed properties like Fisk University Historic District (Charles S. Johnson, the Race Relations Institute or University Gym where MLK gave important speeches), UNESCO site Fort Negley (KKK rallies), Tennessee State University, or nominate new resources like homes of local civil rights leaders (Z. Alexander Looby), churches (centers for nonviolent student training), commercial buildings, recreational facilities or other eligible property types. MHC will work closely with the SHPO to determine NRHP eligibility and the appropriate approach for resulting nominations.

The MPDF will fit under the National Park Service's national framework, Civil Rights in America (2008). Since Tennessee lacks a statewide Civil Rights context, this project would inform that or other state efforts or inspire similar local level documentation. The proposed project fits under priorities outlined in the TN-SHPO's statewide preservation plan (2019-2029). The resulting documentation will also be used for free, publicly-available Nashville Sites walking tours and will result in at least one new historical marker (three markers if additional funds secured from MHCF and Historic Nashville, Inc.[HNI]). This project will complement and inform other grant-funded and planned efforts by Fisk University and HNI. The resulting documentation will act as a widely- and publicly-available centralized source of Nashville's Civil Rights Movement information that is currently scattered across many resources, repositories and private documentation efforts.

Significance: Limit 7,000 characters (including spaces)

Nashville's significance within the United States Civil Rights Movement is often minimized, though early and continued efforts in our city are a major factor that led to similar local and regional movements, especially throughout the southeast. The student-led movement in Nashville- spearheaded by students from Historically Black Colleges and Universities Fisk University, Tennessee State University, Meharry Medical College, American Baptist College and even students from Vanderbilt University-is just as significant as Atlanta, Birmingham, Montgomery in the Civil Rights Movement. The movement in those areas was by a cadre of students from Nashville that fanned out across the south (including John Lewis, Diane Nash and Bernard Lafayette) and local historians believe the Freedom Rides would have never happened without Nashville's prior demonstrations, protests and involvement.

As outlined in MTSU'S 2003 Nashville Civil Rights Historic Resource Survey, an MPDF and resulting nominations would build upon and address significant historical events related to:

-Nashville's Early Civil Rights Efforts (1866-1955), including the roles of early Black churches, the downtown African American business district and local newspaper The Nashville Globe's early championing of civil rights. Resources include: Fisk University, Tennessee State University, Hadley Park, the Doctor's Building at 706 Church Street, Robert Lillard Home at 1062 2nd Ave South, Cumberland Golf Club, Frierson Office Building (NAACP offices), and Nashville Christian Institute.

-Public School Desegregation (1955-1957), including schools that desegregated under the "Nashville Plan" in 1957. Resources include: Fehr Elementary School, R.W. Jones Elementary School and Buena Vista Elementary School. (Note: these schools and three others were recognized in 2020 with MHC historical markers documenting "Nashville Plan Schools".)

-The Nashville Christian Leadership Council (1958), including resources associated with local churches and leaders of the local grassroots civil rights organization. Resources include: Capers Memorial CME, Clark Memorial United Methodist Church, Reverend Kelly Miller Smith Home, and the Frankie Blakely Home.

-The Nashville Student Movement and Sit Ins (1959-1960), including resources associated with universities, activist and local leaders and commercial buildings. Some of these resources are located within National Register-listed historic districts but nominations do not address the deep civil rights history associated with these events. Resources include: Fifth Avenue Historic District, Griggs Hall (American Baptist College), Davidson County Courthouse, D.B. Todd Boulevard and Charlotte Avenue (April 1960 protest after bombing of Z. Alexander Looby's home), and Henderson A. Johnson Gymnasium at Fisk University.

-The Aftermath of the Sit-Ins (1960-1964), including commercial and public facility resources where later desegregation, protests and fair employment negotiation efforts occurred. Resources include: YWCA, Hermitage Hotel, Wilson Quick Drug Co (Doctor's Building), The Arcade, War Memorial Building and Ryman Auditorium. In addition, resources associated with other grassroots organizations, like the Davidson County Independent Political Council who fought against police brutality in the early 1960s, would fit under this aspect.

Need/Urgency/Threat: Limit 7,000 characters (including spaces)

In recent years, Nashville's historic resources on the whole have become increasingly threatened by the city's development surge. Local African American historic resources have historically experienced even more neglect and removal. Of those that remain, it is critical that the MHC document their history in its entirety and help plan for their preservation and continued stewardship. As discussed above, some of the extant resources associated with Nashville's African American civil rights history are listed as part of districts; however, this important piece of their story is largely undocumented in those nominations. MHC works closely with partner organizations like Fisk University, Tennessee State University, the Tennessee Historical Commission and Historic Nashville, Inc. who own and/or advocate regularly for these historic resources and are looking for ways to protect them.

As the city continues to grapple with development pressures, it is vital that we have this more complete history documented to inform required planning and local/state/federal reviews (i.e. Section 106). MHC has also developed multiple educational tools that can share this history with the public, including Nashville Sites free walking tours, historical markers, annual African American History and Culture Conference, brochures, lectures and more. In order to provide the best possible services using these tools, MHC needs this historical context as a foundation for educational, planning and ongoing documentation efforts. Where possible, MHC will use information about identified eligible resources to advocate and plan for their protection and stewardship, working with property owners to utilize available preservation incentives such as federal tax credits and grants or local measures like historic overlays or easements with Historic Nashville to provide lasting protection for these remaining extant resources.

Feasibility: Limit 7,000 characters (including spaces). Please note there is a separate section for your timeline, however the feasibility of the timeline must be discussed in this section.

The proposed project will involve necessary research and documentation that will result in one Multiple Property Documentation Form (MPDF) and at least one new National Register nomination (or a small batch [3-5] of amended nominations). The MPDF will focus on Civil Rights Associated Resources in Nashville, 1944-1966.

The project as proposed can feasibly be completed within approximately one year's time, and well under the maximum three years time limit. MHC has already discussed the project's scope and feasibility with senior level consultants at a local firm that worked on similar studies for another state. MHC is confident that once awarded, there are multiple firms that can complete the project within the aforementioned timeframe and budget.

Regarding scope, MHC worked closely with the aforementioned consultant to design the scope in a manner that can be completed within the available budget and timeframe. While the historical context could be expanded if funding and time allows (i.e. to address bus desegregation efforts that went into the early 1970s or earlier civil rights efforts), the defined era and thematic sub-histories as noted in the Project Summary and Significance sections are intentionally focused so that they are achievable within these limits and will address the multi-faceted history of this era as completely as possible.

The timeline as discussed in a subsequent section is based upon regular meetings of our department, committees, and the Tennessee National Register State Review Board (SRB). Consultant access to departmental files and archival materials or community contacts at external organizations could be delayed/impacted if COVID-19 restrictions continue into the grant contract term. However, we do not currently anticipate that these aspects would cause any significant delay beyond what is already projected. The timeline as presented is conservative yet reasonable under normal circumstances.

All costs provided in the budget are necessary, reasonable and allowable. The consultant staff positions listed are needed to complete the proposed level of research, documentation, review and publication. Consultants who provided the estimate used for this budget are local and therefore do not require a travel budget; however, this cost would change if a non-local consultant was selected. The amount of time allocated is reasonable and provided by a firm who has done similar work on another municipality's civil rights National Register MPDF documentation. All costs are allowable based on NPS guidelines for this grant.

Required Indirect Cost Statement:

We are a U.S. state or local government entity receiving less than \$35 million in direct Federal funding with an indirect cost rate of 10%. We have prepared and will retain for audit an indirect cost rate proposal and related documentation.

Sustainability: Limit 7,000 characters (including spaces)

Completion of the proposed project would have numerous, positive, long-lasting effects on Nashville and Davidson County and even potentially outside those locations. This documentation would address a historically unmet need to honor African American histories and tell a story that is important to our city, state, region and nation. As the country grapples with modern issues of racial injustice, we feel it is imperative and timely to undertake this project in order to tell a more complete history of Nashville and lay a foundation for recognition, advocacy and protection of the remaining resources associated with Nashville's Civil Rights Movement. This documentation will not only provide a centralized educational resource and list an historic property in the National Register, but it will affirm to many the importance of this aspect of our local and national history. Furthermore, this context will provide a foundation to other potential nominations, nomination amendments, historical markers, potential historic overlays and may open the door for associated resources to receive grants and other financial incentives and become preservation priorities that we can assist. The MPDF will supplement and inform planning efforts for places like Nashville's HBCUs and downtown historic districts. We are confident this information will be useful to efforts already underway at Fisk University, a recent NPS grant recipient, and to our partner nonprofit preservation organizations, the Metro Historical Commission Foundation and Historic Nashville, Inc. who advocate for the protection of historic properties and educate the public about these histories. Having a centralized resource inventory and context document will provide a basis for additional grants from the National Park Service and National Trust for Historic Preservation or other projects that can be funded through various public and private means, including cooperative projects with other Metro Departments like Metro Parks, Metro Schools and Metro Arts (i.e. Witness Walls).

In order to maximize the completion of documentation and maximize community engagement, MHC and the selected consultant will work with partner organizations and utilize resources including: existing NRHP nominations, Historic Architecture surveys, Green Book inventories, Metro Archives, Nashville NAACP, MHC database/subject files, NPS studies, Civil Rights Trail documentation, Tennessee State Museum, Tennessee State Library and Archives and the Nashville Public Library (including the Civil Rights Room). This MPDF will be an excellent way to show the public how many of these archives and documentation sources exist, encouraging further patronage of these organizations and collections.

The Tennessee Historical Commission (THC or SHPO) has advised that the research on Nashville's civil rights history is available; however, it is scattered across multiple sources that do not easily allow for multiple NRHP nominations or access to a single-point, comprehensive overview on this part of Nashville's history. Completion of this context would centralize the information and provide the basis for future NRHP nominations. Additionally, this context will inform Metro Historical Commission, the Tennessee Historical Commission, partner organizations like Historic Nashville, Inc. and the Metro Historical Commission Foundation, and the general public so they may recognize, plan for and protect extant historical civil rights resources. This would benefit both Metro and the State, the latter by providing a contextual basis for statewide civil rights history from this era, and would serve as a model to other Tennessee municipalities who want to complete their own civil rights-related context documents. Since many of Nashville's historic civil rights resources are no longer extant, we have to find new, creative ways to share this history with Nashville's citizens and visitors; this project will provide a basis for that aim.

DOI Priorities: Limit 7,000 characters (including spaces)

The proposed project aligns with the DOI priority of "Restore trust and be a good neighbor." Throughout Nashville and Tennessee, African American historic resources have long been neglected or endured damage or demolition with lasting negative impacts (i.e. I-40 routing through North Nashville). These histories have been suppressed or at very least de-prioritized. Metro Nashville and the MHC believe in equitable recognition and protection of our city's historic resources and this project will provide a solid foundation upon which to build or re-build trust at the community level. MHC, local nonprofits, educational facilities, churches and others need this history documented in order to accurately tell a more complete story about Nashville and their part in it. Having this documentation will allow MHC to be a "good neighbor" to the citizens of Metro Nashville by obtaining the information needed to support subsequent recognition of these histories (i.e. historic overlays, historical markers, publications) and investment (public and private, grants, tax credits) in these associated resources.

Timeline: Limit 7,000 characters (including spaces)

Once a contract is fully executed, the following approximate times and associated actions will occur:

- Metro Nashville Finance Dept. procurement process: approx. 3-4 months
- MHC will review and score all RFQ submittals: approx. 1 month
- Contract award to consultant/firm, contract signing and completion of all required paperwork, background checks, etc: approx. 1 month
- Initial meetings, literature review of MHC files, establishment of contact with community partners and interested parties: approx. 3 weeks
- Survey/re-survey of historic resources (to be completed by MHC staff): approx. 1 week
- Research phase: 2 months
- Completion of final MPDF/nomination(s), including review and edits of drafts by MHC and SHPO: 2-3 months

Once the MPDF and nomination(s) are at a final draft format as determined by the Tennessee SHPO, they will go before the State Review Board (SRB) for consideration and voting. The SRB currently meets in January, May and September so the MPDF and nomination will be presented at the soonest possible SRB after final draft completion. If any edits are required by the SRB, those will be made before sending to NPS for final listing procedures. MHC will require that the selected consultant/firm make any subsequent edits necessary to achieve MPDF acceptance and nomination listing by NPS. Once NPS has the SRB-approved versions, we anticipate that it may take 2-3 months for NPS listing.

Finally, the selected consultant will make one public presentation to the Metro Historical Commission showing their findings and discussing the project. This may be made at one of our regular monthly MHC meetings which are open to the public. MHC will include announcements on social media and in our monthly newsletter highlighting the project upon completion.

In addition to the MPDF and nomination, MHC intends to utilize the resulting documentation to place at least one new historical marker related to this era of Nashville's African American civil rights history. The marker will go through our regular process for review, ordering and placement. MHC staff will write the marker text, present the text at one of our marker committee's monthly meetings and order the marker through our regular provider (SEWAH Studios), who can typically manufacture a marker within 3 months.

The grant-funded portion of the project (completion of MPDF and nomination(s)) is expected to take 1 year for completion. It may take an additional 4-6 months for final listing by NPS and completion, including installation, of the MHC-funded historical marker. Barring unforeseen delays, all proposed activities should be completed within approximately 1.5 years.

Budget Justification Worksheet

Historic Preservation Fund Grants

Budget must be clear and all work elements must be eligible, reasonable, and directly relevant to the project. Items must be broken out between administrative costs and program costs. Leave blank any sections for which no costs will be charged. All items in the budget must be justified in the project description. This worksheet does not replace the SF-424A application form. Information provided below must be consistent with the SF-424A and/or SF-424C.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO). Administrative costs plus any indirect costs charged to the grant may not exceed 25% of the overall project budget (Federal and matching share).

1. Personnel

Provide the titles, and names if applicable, of principal project personnel. Percent of time may be given as hours. Annual salary may be given as the hourly rate. Please note that grant funds may not be used to pay Federal employee salaries, nor may Federal salaries be used as match/cost share. Maximum hourly wages charged to this grant for personnel and consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables are available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

Title/Name of Personnel	% of Time	Annual Salary	# of Years	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
Historic Preservationist/Caroline Eller	16 hrs	44.78				\$ 716.48		\$ 0.00
Historic Preservationist/Scarlett Miles	16 hrs	44.78				\$ 716.48		\$ 716.48
Historic Preservationist/Jessica Reeves	16 hrs	44.78				\$ 716.48		\$ 716.48
								\$ 0.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
				\$ 0.00	\$ 0.00	\$ 2,149.44	\$ 0.00	\$ 2,149.44

2. Fringe Benefits

If more than one rate is used, list each rate and salary base. Rates are based on the percent of time spent working on this project.

Title/Name of Personnel	% Rate	Charged Salary	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
Project Manager/Robbie Jones	107.54	9198		\$ 9,891.53			\$ 9,891.53
Historian/Sydney Schoof	107.54	8568		\$ 9,214.03			\$ 9,214.03
Graphics Specialist/Tracey Fedor	107.54	1092		\$ 1,174.34			\$ 1,174.34
GIS Specialist/Matt Tankersley	107.54	664		\$ 714.06			\$ 714.06
Editor/Tonesa Jones	107.54	285		\$ 306.49			\$ 306.49
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
			\$ 0.00	\$ 21,300.45	\$ 0.00	\$ 0.00	\$ 21,300.45

3. Travel

Indicate the number of persons travelling, the total days they will be in travel status, and the total subsistence and transportation costs.

Location From/To	No. of People	No. of Days	Lodging and Per Diem	Transportation Costs per Person	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
									\$ 0.00
					\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

6. Contractual/Consultant Fees

Include payments for professional and technical consultants participating in the project. For all consultants, please include either a flat rate **OR** a daily rate with estimated number of days. Maximum hourly wages charged to this grant for consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables are available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

Type of Consultant	Flat Rate	Daily Rate	# of Days	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
Project Manager/Robbie Jones		\$36.50/hr	252 hrs		\$ 9,198.00			\$ 9,198.00
Historian/Sydney Schoof		\$25.50/hr	336 hrs		\$ 8,568.00			\$ 8,568.00
Graphics Specialist/Tracey Fedor		\$27.30/hr	40 hrs		\$ 1,092.00			\$ 1,092.00
GIS Specialist/Matt Tankersley		\$33.20/hr	20 hrs		\$ 664.00			\$ 664.00
Editor/Tonesa Jones		\$23.70/hr	12 hrs		\$ 285.00			\$ 285.00
								\$ 0.00
								\$ 0.00
								\$ 0.00
				\$ 0.00	\$ 19,807.00	\$ 0.00	\$ 0.00	\$ 19,807.00
								\$ 0.00
								\$ 0.00
								\$ 0.00

7. Construction/Conservation Materials and Labor

Itemize by work elements (for example, "repair roof," "underpin foundation"). "Lump sum" amounts must be broken into specific work components to be funded by the grant.

Item	Total Cost	Federal Grant Funds, Admin	Federal Grant Funds, Program	Match/Cost Share, Admin	Match/Cost Share, Program	Total
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
						\$ 0.00
						\$ 0.00

11. Questionnaire

Organization's non-Federal operating budget for the most recently completed fiscal year: **Year** 2020 **Budget** \$1,171,700 (MHC)

Do you have policies and procedures in place that meet the financial management standards in [2 CFR 200.302](#)? If yes, please check the box.
 If no, what mitigation measures are you proposing or what measures do you already have in place?

Do you have a single audit and when was it submitted to the [Audit Clearinghouse](#)? If yes, please check the box.

If no, do you have another type or audit or annual financial statement?

Can you certify that there is no overlap in Federal Funding in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal)? If yes, check the box

If any overlap or duplication does exist, please describe the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced.

List any past HPF grants your organization has received in the past 5 years, the name of the project, and the location. Please list as well grants your organization has received from State Historic Preservation Offices or Tribal Historic Preservation Offices.

Concrete Assessment for the Parthenon and Historic Structures in Centennial Park (2020); Historic Zoning Design Guidelines Update (2018); NAPC training and Fort Negley Cultural Landscape Plan (2017); NAPC training and Two Rivers Master Plan (2015). All projects located in Nashville, Davidson County, Tennessee.

What are the sources of the non-federal match? List the secured and unsecured sources and amounts of non-federal match, which can be cash, donated services, or use of equipment.

Secured Match	Unsecured Match
\$3,010 Metro Historical Commission (cash)	\$3,010 Historic Nashville Inc \$3,010 Metro Historical Commission Foundation



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: mayor@nashville.gov

December 7, 2020

Megan Brown
Chief, State, Tribal, and Local Plans & Grants Division
National Park Service
1849 C Street, NW Mail Stop 7360
Washington, DC 20240

Dear Ms. Brown,

As the Mayor of Nashville and Davidson County, Tennessee, I am writing to voice my strong support of an application by the Metro Historical Commission (MHC) under the National Park Service African American Civil Rights (AACR) History Grant program.

MHC proposes the completion of a countywide (focus on downtown Nashville) historical context about Nashville and Davidson County's involvement in the African American Civil Rights Movement. The product of this project will be a National Register of Historic Places (NRHP) Multiple Property Documentation Form (MPDF) focused on *Civil Rights Associated Resources in Nashville 1944-1966*. This would encompass such topics and related resources as the Establishment of the Race Relations Institute at Fisk University, Election of Black City Council Members, Lunch Counter Sit-Ins, Movie Theater Stand-Ins, Freedom Rides, KKK Bombings, Silent March to the Courthouse, Visits from MLK and other CR Leaders, School Integration, Establishment of the NAACP/NCLC, and Student Nonviolent Training at Fisk, TSU, American Baptist, Meharry Medical College, Vanderbilt University, and local churches. The majority of the resources will be located downtown, on university campuses, and urban neighborhoods. Along with the MPDF, an individual nomination or batch of amended nominations will be submitted, as is deemed appropriate by the Tennessee Historical Commission.

Metro recognizes the many benefits that this project will bring- not only the financial incentives and limited protections afforded to National Register-listed properties, but also the many educational and preservation opportunities that this documentation will enable. The MPDF will fit under the National Park Service's national framework, *Civil Rights in America: A Framework for Identifying Significant Sites (2008)*. Since Tennessee does not yet have a statewide Civil Rights context, this MPDF and nomination (or amended nominations) would inform such an effort or other state-level documentation (i.e. study units or state markers) or future specialized grants or programs aimed at African American Civil Rights Movement-era resources.

While information about Nashville's civil rights history exists across numerous sources, completion of this context would both centralize the information and provide the basis for future NRHP nominations. Additionally, this context will inform Metro Historical Commission, the Tennessee Historical Commission, partner organizations like Historic Nashville, Inc. and the Metro Historical Commission Foundation, and the general public so they may recognize, plan for and protect extant historical African American civil rights resources. This would benefit both Metro and the State, the latter by providing a contextual basis for statewide civil rights history from this era, and would serve as a model to other Tennessee municipalities who want to complete their own African American civil rights-related context documents.

Lastly, this project falls under the goals and priorities set forth in the Tennessee Historical Commission's 2019-2029 statewide historic preservation plan and is addressed multiple times in the document as a valuable aspect of Tennessee's history. At the local level, completion of such a project will demonstrate Metro's commitment to recognizing the significance of Nashville's African American civil rights history and the sites associated with an historically-underserved portion of our population. This project also meets multiple goals set forth in the city's *Nashville Next* comprehensive plan, which guides us through 2040.

As a Certified Local Government, Nashville has a strong dedication to historic preservation and the Metro Historical Commission works to document history, save and reuse buildings, and make the public more aware of the necessity and advantages of preservation in Nashville and Davidson County. This project will advance our continued efforts to make informed decisions and plans about our city's historic properties and enable us to tell a more complete history of Nashville. I ask that you give favorable consideration to this worthy project, as it meets all requirements of the African American Civil Rights (AACR) History Grants and Historic Preservation Fund (HPF).

Sincerely,

A handwritten signature in black ink that reads "John Cooper". The signature is written in a cursive, flowing style with a large initial "J".

John Cooper
Mayor

January 10, 2021

Megan Brown
Chief, State, Tribal, and Local Plans & Grants Division
National Park Service
1849 C Street, NW Mail Stop 7360
Washington, DC 20240

Dear Ms. Brown,

I am writing to voice my strong support of an application by the Metro Historical Commission (MHC) under the National Park Service African American Civil Rights (AACR) History Grant program.

MHC proposes the completion of a countywide (focus on downtown Nashville) historical context about Nashville and Davidson County's involvement in the African American Civil Rights Movement. The product of this project will be a National Register of Historic Places (NRHP) Multiple Property Documentation Form (MPDF) focused on *Civil Rights Associated Resources in Nashville 1944-1966*. This would encompass such topics and related resources as the Establishment of the Race Relations Institute at Fisk University, Election of Black City Council Members, Lunch Counter Sit-Ins, Movie Theater Stand-Ins, Freedom Rides, KKK Bombings, Silent March to the Courthouse, Visits from MLK and other Civil Rights Leaders, School Integration, Establishment of the NAACP and NCLC, and Student Nonviolent Training at Fisk, TSU, American Baptist, Meharry Medical College, Vanderbilt University, and local churches. The majority of the resources are located downtown, on university campuses, and urban neighborhoods. Along with the MPDF, an individual nomination or batch of amended nominations will be submitted, as is deemed appropriate by the Tennessee Historical Commission.

I recognize the many benefits that this project will bring- not only the financial incentives and limited protections afforded to National Register-listed properties, but also the many educational and preservation opportunities that this documentation will enable. The MPDF will fit under the National Park Service's national framework, *Civil Rights in America: A Framework for Identifying Significant Sites (2008)*. Since Tennessee does not yet have a statewide Civil Rights context, this MPDF and nomination (or amended nominations) would inform such an effort or other state-level documentation (i.e. study units or state markers) or future specialized grants or programs aimed at African American Civil Rights Movement-era resources.

While information about Nashville's civil rights history exists across numerous sources, completion of this context would both centralize the information and provide the basis for future NRHP nominations. Additionally, this context will inform Metro Historical Commission, the Tennessee Historical Commission, partner organizations like Historic Nashville, Inc. and the Metro Historical Commission Foundation, and the general public so they may recognize, plan for and protect extant historical African American civil rights resources. This would benefit both Metro and the State, the latter by providing a

contextual basis for statewide civil rights history from this era, and would serve as a model to other Tennessee municipalities who want to complete their own African American civil rights-related context documents.

Lastly, this project falls under the goals and priorities set forth in the Tennessee Historical Commission's 2019-2029 statewide historic preservation plan and is addressed multiple times in the document as a valuable aspect of Tennessee's history. At the local level, completion of such a project will demonstrate Metro's commitment to recognizing the significance of Nashville's African American civil rights history and the sites associated with a historically-underserved portion of our population. This project also meets multiple goals set forth in the city's *Nashville Next* comprehensive plan, which guides us through 2040.

As a Certified Local Government, Nashville is firmly dedicated to historic preservation, and the Metro Historical Commission works to document history, save and reuse buildings, and make the public more aware of the necessity and advantages of preservation in Nashville and Davidson County. This project will advance our continued efforts to make informed decisions and plans about our city's historic properties and enable us to tell a more complete history of Nashville. I ask that you give favorable consideration to this worthy project, as it meets all requirements of the African American Civil Rights (AACR) History Grants and Historic Preservation Fund (HPF).

Sincerely,

A handwritten signature in cursive script that reads "Clay Bailey". The signature is written in black ink and is positioned above the printed name and title.

Clay Bailey
Chair of the Metro Historical Commission



January 8, 2021

Megan Brown
Chief, State, Tribal, and Local Plans & Grants Division
National Park Service
1849 C Street, NW Mail Stop 7360
Washington, DC 20240

Dear Ms. Brown,

As President of Historic Nashville, Inc. I am writing to voice my strong support of an application by the Metro Historical Commission (MHC) under the National Park Service African American Civil Rights (AACR) History Grant program.

MHC proposes the completion of a countywide (focus on downtown Nashville) historical context about Nashville and Davidson County's involvement in the African American Civil Rights Movement. The product of this project will be a National Register of Historic Places (NRHP) Multiple Property Documentation Form (MPDF) focused on *Civil Rights Associated Resources in Nashville 1944-1966*. This would encompass such topics and related resources as the Establishment of the Race Relations Institute at Fisk University, Election of Black City Council Members, Lunch Counter Sit-Ins, Movie Theater Stand-Ins, Freedom Rides, KKK Bombings, Silent March to the Courthouse, Visits from MLK and other CR Leaders, School Integration, Establishment of the NAACP/NCLC, and Student Nonviolent Training at Fisk, TSU, American Baptist, Meharry Medical College, Vanderbilt University, and local churches. The majority of the resources will be located downtown, on university campuses, and urban neighborhoods. Along with the MPDF, an individual nomination or batch of amended nominations will be submitted, as is deemed appropriate by the Tennessee Historical Commission.

We recognize the many benefits that this project will bring- not only the financial incentives and limited protections afforded to National Register-listed properties, but also the many educational and preservation opportunities that this documentation will enable. The MPDF will fit under the National Park Service's national framework, *Civil Rights in America: A Framework for Identifying Significant Sites (2008)*. Since Tennessee does not yet have a statewide Civil Rights context, this MPDF and nomination (or amended nominations) would inform such an effort or other state-level

documentation (i.e. study units or state markers) or future specialized grants or programs aimed at African American Civil Rights Movement-era resources.

While information about Nashville's civil rights history exists across numerous sources, completion of this context would both centralize the information and provide the basis for future NRHP nominations. Additionally, this context will inform Metro Historical Commission, the Tennessee Historical Commission, partner organizations like Historic Nashville, Inc. and the Metro Historical Commission Foundation, and the general public so they may recognize, plan for and protect extant historical African American civil rights resources. This would benefit both Metro and the State, the latter by providing a contextual basis for statewide civil rights history from this era, and would serve as a model to other Tennessee municipalities who want to complete their own African American civil rights-related context documents.

Lastly, this project falls under the goals and priorities set forth in the Tennessee Historical Commission's 2019-2029 statewide historic preservation plan and is addressed multiple times in the document as a valuable aspect of Tennessee's history. At the local level, completion of such a project will demonstrate Metro's commitment to recognizing the significance of Nashville's African American civil rights history and the sites associated with an historically-underserved portion of our population. This project also meets multiple goals set forth in the city's *Nashville Next* comprehensive plan, which guides us through 2040.

As a Certified Local Government, Nashville has a strong dedication to historic preservation and the Metro Historical Commission works to document history, save and reuse buildings, and make the public more aware of the necessity and advantages of preservation in Nashville and Davidson County. This project will advance our continued efforts to make informed decisions and plans about our city's historic properties and enable us to tell a more complete history of Nashville. I ask that you give favorable consideration to this worthy project, as it meets all requirements of the African American Civil Rights (AACR) History Grants and Historic Preservation Fund (HPF).

Sincerely,



Elizabeth Elkins, President
Historic Nashville, Inc.

January 7, 2020

Megan Brown
Chief, State, Tribal, and Local Plans & Grants Division
National Park Service
1849 C Street, NW Mail Stop 7360
Washington, DC 20240

Dear Ms. Brown,

I am writing to voice my strong support of an application by the Metro Historical Commission (MHC) under the National Park Service African American Civil Rights (AACR) History Grant program.

MHC proposes the completion of a countywide (focus on downtown Nashville) historical context about Nashville and Davidson County's involvement in the African American Civil Rights Movement. The product of this project will be a National Register of Historic Places (NRHP) Multiple Property Documentation Form (MPDF) focused on *Civil Rights Associated Resources in Nashville 1944-1966*. This would encompass such topics and related resources as the Establishment of the Race Relations Institute at Fisk University, Election of Black City Council Members, Lunch Counter Sit-Ins, Movie Theater Stand-Ins, Freedom Rides, KKK Bombings, Silent March to the Courthouse, Visits from MLK and other CR Leaders, School Integration, Establishment of the NAACP/NCLC, and Student Nonviolent Training at Fisk, TSU, American Baptist, Meharry Medical College, Vanderbilt University, and local churches. The majority of the resources will be located downtown, on university campuses, and urban neighborhoods. Along with the MPDF, an individual nomination or batch of amended nominations will be submitted, as is deemed appropriate by the Tennessee Historical Commission.

The non-profit organization I represent, the Metro Historical Commission Foundation, recognizes the many benefits that this project will bring- not only the financial incentives and limited protections afforded to National Register-listed properties, but also the many educational and preservation opportunities that this documentation will enable. The MPDF will fit under the National Park Service's national framework, *Civil Rights in America: A Framework for Identifying Significant Sites (2008)*. Since Tennessee does not yet have a statewide Civil Rights context, this MPDF and nomination (or amended nominations) would inform such an effort or other state-level documentation (e.g., study units or state markers) or future specialized grants or programs aimed at African American Civil Rights Movement-era resources.

While information about Nashville's civil rights history exists across numerous sources, completion of this context would both centralize the information and provide the basis for future NRHP nominations. Additionally, this context will inform the Metro Historical Commission, the Tennessee Historical Commission, partner organizations such as Historic Nashville, Inc., and the Metro Historical Commission Foundation, and the general public so they may recognize, plan for and protect extant historical African

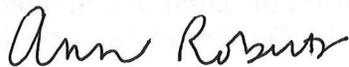
American civil rights resources. This would benefit both Metro and the State, the latter by providing a contextual basis for statewide civil rights history from this era, and would serve as a model to other Tennessee municipalities who want to complete their own African American civil rights-related context documents.

Lastly, this project falls under the goals and priorities set forth in the Tennessee Historical Commission's 2019-2029 statewide historic preservation plan and is addressed multiple times in the document as a valuable aspect of Tennessee's history. At the local level, completion of such a project will demonstrate Metro's commitment to recognizing the significance of Nashville's African American civil rights history and the sites associated with an historically-underserved portion of our population. This project also meets multiple goals set forth in the city's *Nashville Next* comprehensive plan, which guides us through 2040.

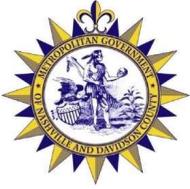
As a Certified Local Government, Nashville has a strong dedication to historic preservation. The Metro Historical Commission works to document history, save and reuse buildings, and make the public more aware of the necessity and advantages of preservation in Nashville and Davidson County. This project will advance our continued efforts to make informed decisions and plans about our city's historic properties and enable us to tell a more complete history of Nashville.

Thank you for your consideration of this worthy project. Our board is convinced that it meets all requirements of the African American Civil Rights (AACR) History Grants and Historic Preservation Fund (HPF).

Sincerely,



Ann V. Roberts
President
Metro Historical Commission Foundation



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-763, **Version:** 1

A resolution approving an intergovernmental agreement between the Emergency Communications District for Nashville-Davidson County ("ECD") and the Metropolitan Government of Nashville and Davidson County ("Metro") for funding improvements to the Department of Emergency Communications Center.

WHEREAS, ECD is engaged in securing for and providing to the public more efficient emergency service in the form of enhanced 911 services; and,

WHEREAS, Metro is engaged in a process to make improvements to the Department of Emergency Communications Center located at 2060 15th Avenue South, including finish upgrades, systems upgrades to include mechanical, electrical and plumbing, and modifications to common areas, bathrooms, and support spaces, (the "Improvements"); and,

WHEREAS, the improvements will significantly improve the scope and efficiency of the 911 services provided to the residents of Davidson County; and,

WHEREAS, Metro has requested some financial assistance from ECD to make the improvements that will directly and positively impact the 911 dispatch services; and,

WHEREAS, Metro officials have calculated that the cost of the improvements will exceed \$2,350,000; and,

WHEREAS, the ECD has agreed to fund a portion of the Improvements; and,

WHEREAS, it is in the public interest and within the scope of the authority of the ECD to contribute funding for the Improvements and support public-safety agencies; and,

WHEREAS, T.C.A. § 7-86-106 grants ECD certain powers of a municipality under Tennessee law; and,

WHEREAS, T.C.A. § 12-9-101 *et seq.* grants Tennessee municipalities authority to enter into interlocal agreements to achieve common objectives subject to the approval of their respective governing bodies by resolution or otherwise as provided by law; and

WHEREAS, T.C.A. § 12-9-104 provides that intergovernmental agreements between public agencies may be approved by resolution.

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

Section 1. That the Intergovernmental Agreement between the Emergency Communications District for Nashville-Davidson County and the Metropolitan Government of Nashville and Davidson County for funding improvements to the Department of Emergency Communications Center, attached hereto and incorporated herein, is hereby approved and the Metropolitan Mayor is authorized to execute said Agreement.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan

Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an intergovernmental agreement with the Emergency Communications District (ECD) for funding improvements to the Metro Department of Emergency Communications Center (the "Center") located at 2060 15th Avenue South. Metro will be making improvements to the Center consisting of finish upgrades, renovation of the common areas and bathrooms, and mechanical, electrical, and plumbing system upgrades, with an estimated cost to exceed \$2,350,000. The ECD agrees to contribute \$2,350,000 for improvements to the Center to be allocated as follows: \$1,300,000.00 for renovation of the 911 Operations area; \$900,000.00 for renovation of common areas; and \$150,000.00 for electrical upgrades. Either party may terminate this agreement with 90 days notice.

T.C.A. § 12-9-101, *et seq.*, grants Tennessee municipalities authority to enter into interlocal agreements to achieve common objectives subject to the approval of the governing bodies by resolution.

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the EMERGENCY COMMUNICATIONS DISTRICT FOR NASHVILLE-DAVIDSON COUNTY, a municipality organized and existing under the laws of the State of Tennessee (hereinafter called "ECD"), and the METROPOLITAN GOVERNMENT OF NASHVILLE and DAVIDSON COUNTY, a municipality organized and existing under the laws and constitution of the State of Tennessee (hereinafter called "Metro").

WITNESSETH:

WHEREAS, ECD is engaged in securing for and providing to the public more efficient emergency service in the form of enhanced 911 services; and,

WHEREAS, Metro is engaged in a process to make improvements to the Department of Emergency Communications Center located at 2060 15th Avenue South, including finish upgrades, systems upgrades to include mechanical, electrical and plumbing, and modifications to common areas, bathrooms, and support spaces, (the "Improvements"); and,

WHEREAS, the improvements will significantly improve the scope and efficiency of the 911 services provided to the residents of Davidson County; and,

WHEREAS, Metro has requested some financial assistance from ECD to make the improvements that will directly and positively impact the 911 dispatch services; and,

WHEREAS, Metro officials have calculated that the cost of the improvements will exceed \$2,350,000; and,

WHEREAS, the ECD has agreed to fund a portion of the Improvements; and,

WHEREAS, it is in the public interest and within the scope of the authority of the ECD to contribute funding for the Improvements and support public-safety agencies; and,

WHEREAS, T.C.A. 7-86-106 grants ECD certain powers of a municipality under Tennessee law; and,

WHEREAS, T.C.A. 12-9-101, *et seq.*, grants Tennessee municipalities authority to enter into interlocal agreements to achieve common objectives subject to the approval of their respective governing bodies by resolution or otherwise as provided by law; and,

WHEREAS, Metro and ECD have entered into contracts in past years with satisfactory results.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

1. Term of Agreement. This Agreement shall not take effect until the approval of the Metropolitan Council.

2. Compensation. The compensation required of the ECD shall not exceed \$2,350,000 to be allocated specifically as follows: \$1,300,000.00 - Renovation of 911 Operations; \$900,000.00 - Renovation of Common Areas; \$150,000.00 - Electrical Upgrades. The amounts specifically allocated may be adjusted by ECD among the specified Improvements. The funds shall be paid over to Metro pursuant to invoices received by ECD for the completion of the construction from the Department of General Services of Metro.

3. Termination. Either party may terminate this Agreement by providing the other party with ninety (90) days written notice of termination.

4. Services Provided. Metro hereby agrees to provide the following services in accordance with the terms and conditions set forth in this Agreement:

- A. By and through the Purchasing Agent, Metro agrees to use its purchasing procedures as set forth in Article 4 of the Code of Laws of the Metropolitan Government to award, draft, and administer a contract for purchase and construction of the Improvements. Metro shall provide to ECD a copy of the contract awarded for the purchase and construction of the Improvements.
- B. By and through the Metropolitan Department of General Services, Metro agrees to make the Improvements.
- C. By and through the Department of Emergency Communications and upon approval of the completion of the scope of the construction performed for which ECD has allocated compensation , Metro will be responsible for the acceptance of the Improvements.

5. Duties of Metro.

- A. Metro shall in good faith apply the compensation provided pursuant to paragraph 2 above to make the Improvements that will only benefit and improve the scope and efficiency of the 911 services provided to the residents of Davidson County, and none other.
- B. Metro shall complete to the full extent of the specifications and scope of the contract all Improvements for which ECD has provided funding.
- C. Metro shall permit ECD or its authorized agent to inspect the improvements at any time. Same shall not be disruptive to and shall be made in

consideration of the entire emergency communications system operated by Metro.

6. Notice. All notices, requests, demands, and other communications under this Agreement or in connection therewith shall be given to or be made upon the respective parties hereto as set forth on the page of this Agreement bearing the signature of the duly authorized officers of ECD and Metro in execution of this Agreement, or to such other address and to the attention of such other officer or persons as each of the parties hereto may specify by notice in writing to the other.

7. Contingent Fees. ECD hereby represents that ECD has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

8. 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 an person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

9. Assignment--Consent Required. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of such assignment, no party shall be discharged or released from any of its obligations or duties contained herein.

10. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

11. 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, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, pandemic, or other cause of similar or dissimilar nature beyond its control.

12. Governing Law. The validity, construction, and effect of this Agreement, and any and all extensions and/or modifications thereof, shall be governed by the laws of the State of Tennessee.

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

14. Modification of Agreement. This Agreement 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.

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

16. Waiver. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

17. Liability. In no event shall the ECD bear any liability for any loss, expense, attorneys' fees, or claims for injury or damages arising out of any act or omission in the performance of this Agreement on the part of the Metropolitan Government. Likewise, the Metropolitan Government shall bear no liability for any loss, expense, attorneys' fees, or claims for injury or damages arising out of any act or omission in the performance of this Agreement on the part of the ECD. It being the express intention of the parties hereto that neither should bear liability for injury or loss caused by the other party.

19. The improvements. It is the contemplation of the parties that Metro shall be solely responsible for the procurement, design, and operation of the improvements.

20. Binding Effect. This Agreement shall not be binding upon the parties until it is approved by the Metropolitan Council and signed by all parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Agreement effective as of the date first written above.

EMERGENCY COMMUNICATIONS DISTRICT OF NASHVILLE AND DAVIDSON COUNTY:

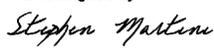
DocuSigned by:  ^{DS}  1/25/2021 | 1:06 PM PST
1F11C08BF732473...
Cleo Duckworth, Chairperson

DocuSigned by:  ^{DS}  1/27/2021 | 3:05 PM CST
2BE19EE0D62B45F...
Russell Freeman, Attorney

METROPOLITAN DEPARTMENT OF GENERAL SERVICES:

DocuSigned by:  ^{DS}  1/27/2021 | 4:20 PM CST
1B926551830947B...
Nancy Whittlemore, Director

METROPOLITAN DEPARTMENT OF EMERGENCY COMMUNICATIONS:

DocuSigned by:  ^{DS}  1/28/2021 | 5:59 AM PST
FF21A5B1521C4AE...
Stephen Martini, Director

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo, Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

METROPOLITAN CLERK:



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-764, **Version:** 1

A resolution approving an application for an Urban Transportation Planning Grant from the State of Tennessee, Department of Transportation, to The Metropolitan Government of Nashville and Davidson County.

WHEREAS, the State of Tennessee, Department of Transportation, is accepting applications for an Urban Transportation Planning Grant with an award of \$200,000.00 and a required cash match of \$400,000.00 to address curbside management and transit needs throughout downtown Nashville; 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 an Urban Transportation Planning Grant with an award of \$200,000.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Planning Department is authorized to submit said application to the State of Tennessee, Department of Transportation.

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 of \$200,000 from the Tennessee Department of Transportation (TDOT) to the Metro Planning Department for the planning of Metro Nashville's Downtown Neighborhood Traffic Project as part of Metro's Transportation Plan. The project will address curbside management and transit needs throughout downtown. If awarded, there will be a \$400,000 required local match to be provided by Public Works. In addition, WeGo Public Transit will be contributing \$350,000 in federal funds and the and Downtown Nashville Partnership contributing \$50,000.00.

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 02/16/21

Resolution Ordinance

Contact/Prepared By: Casey Hopkins

Date Prepared: 01/11/21

Title (Caption): TDOT's UTPG for the Downtown Neighborhood Traffic project per the transportation plan

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: Public Works Requested By: Casey Hopkins

Affected Department(s): Public Works Affected Council District(s): 19,5,6

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input checked="" type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

<p>FINANCE Amount +/-: \$ <u>\$ 200,000.00</u></p> <p>Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources</p>	<p>Match: \$ <u>\$ 400,000.00</u></p> <p>Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: <u>In ICB. In proposed CSP</u></p>
<p>DocuSigned by: Approved by OMB: <u>Tom Eddleman</u> Approved by Finance Accounts: _____ Approved by Div Grants Coordination: <u>VAUGHN WILSON</u></p>	<p>Date to Finance Director's Office: _____ APPROVED BY FINANCE DIRECTOR'S OFFICE: _____</p>

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

Department of Law – White Copy Administration – Yellow Copy Finance Department - Pink Copy

GRANT APPLICATION SUMMARY SHEET

Grant Name: Urban Transportation Planning Grant 21-21

Department: PUBLIC WORKS

Grantor: TENNESSEE DEPARTMENT OF TRANSPORTATION

Pass-Through Grantor (If applicable):

Total Applied For: \$200,000.00

Metro Cash Match: \$400,000.00

Department Contact: Casey Hopkins

Status: NEW

Program Description:

The planning of Metro Nashville's Downtown Neighborhood Traffic Project as described in the Transportation Plan. The project will address curbside management and transit needs throughout downtown. Public Works will be providing \$400,000.00. WeGo will be giving \$350,000.00 and Downtown Nashville Partnership will be giving \$50,000.00, if successful TDOT will be providing \$200,000.00 for the Downtown Neighborhood Traffic Project.

Plan for continuation of services upon grant expiration:

Length of projects shall not exceed 12 months.

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

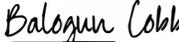
DocuSigned by:


 Director of Finance ^{DS} ^{DS} **Date**
 1/12/2021 GJM TE

DocuSigned by:


 Metropolitan Attorney **Date**
 1/13/2021

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:


 Director of Risk Management **Date**
 Services 1/13/2021

DocuSigned by:


 Metropolitan Mayor **Date**
 1/13/2021

(This application is contingent upon approval of the application by the Metropolitan Council.)

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
PUBLIC WORKS	042	Casey Hopkins				862-6000	
Grant Name:		Urban Transportation Planning Grant 21-22					
Grantor:		TENNESSEE DEPARTMENT OF TRANSPORTATION				Other:	
Grant Period From:		01/04/21	(applications only) Anticipated Application Date:		01/04/21		
Grant Period To:		01/04/22	(applications only) Application Deadline:		01/15/21		
Funding Type:		STATE	Multi-Department Grant		<input type="checkbox"/> If yes, list below.		
Pass-Thru:			Outside Consultant Project:		<input checked="" type="checkbox"/>		
Award Type:		COMPETITIVE	Total Award:		\$200,000.00		
Status:		NEW	Metro Cash Match:		\$400,000.00		
Metro Category:		New Initiative	Metro In-Kind Match:		\$0.00		
CFDA #		N/A	Is Council approval required?		<input checked="" type="checkbox"/>		
Project Description:		N/A		Applic. Submitted Electronically?		<input checked="" type="checkbox"/>	
<p>The planning of Metro Nashville's Downtown Neighborhood Traffic Project as described in the Transportation Plan. The project will address cubside management and transit needs throughout downtown. Public Works will be providing \$400,000.00. WeGo will be giving \$350,000.00 and Downtown Nashville Partnership will be giving \$50,000.00, if successful TDOT will be providing \$200,000.00 for the Downtown Neighborhood Traffic Project.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
<ul style="list-style-type: none"> \$200,000 is the maximum amount of planning services. 90% of consultant services will be funded by TDOT. 10% of the project cost must be a local cash match on behalf of the awarded jurisdiction. Length of projects shall not exceed 12 months. 							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input checked="" type="checkbox"/>	
Explanation for "Other" means of determining match:							
Metro Public Works is providing \$400,000.00. WeGo is providing \$350,000.00 Nashville Downtown Partnership is providing \$50,000.00. Metro Public Works is providing \$400,000.00. TDOT is providing \$200,000.00. 10% of the project costs must be local-match.							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund 40220	Business Unit	42400220	
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		20.98%		Indirect Cost of Grant to Metro:		\$125,880.00	
*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:							
WeGo and Nashville Downtown Partnership.							

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	<i>J.D. Help</i>	\$400,000.00	40040, 42400220	\$0.00	\$600,000.00	\$125,880.00	\$0.00	
Yr 2	FY__										
Yr 3	FY__										
Yr 4	FY__										
Yr 5	FY__										
Total			\$200,000.00		\$400,000.00		\$0.00	\$600,000.00	\$125,880.00	\$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
5166

GCP Rec'd
01/26/21

GCP Approved
01/26/21

Resolution No. _____

A resolution approving an application for an Urban Transportation Planning Grant from the State of Tennessee, Department of Transportation, to The Metropolitan Government of Nashville and Davidson County.

WHEREAS, the State of Tennessee, Department of Transportation, is accepting applications for an Urban Transportation Planning Grant with an award of \$200,000.00 and a required cash match of \$400,000.00 to address curbside management and transit needs throughout downtown Nashville; 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 an Urban Transportation Planning Grant with an award of \$200,000.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Planning Department is authorized to submit said application to the State of Tennessee, Department of Transportation.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumboltz

Kevin Crumboltz, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Neki Elie

Assistant Metropolitan Attorney

Member(s) of Council



Urban Transportation Planning Grant FY 2020-21 Application

Program Goals

- Assist urban jurisdictions with transportation-related solutions that strengthen multimodal cohesiveness of the transportation system.
- Guide communities with developing potential the strategies that will support improvements in traffic flow, safety, mobility, and overall efficiency of the transportation system.
- Provide jurisdictions with planning resources in order to achieve the community transportation and land use visions and future economic growth.

Eligible Applicants

- Must be a TN jurisdiction (municipal or county) located within a MPO's Planning Area.
- Multiple jurisdictions will be able to apply jointly.

Key Facts

- \$200,000 is the maximum amount of planning services.
- 90% of consultant services will be funded by TDOT.
- 10% of the project cost must be a local cash match on behalf of the awarded jurisdiction.
- Length of projects shall not exceed 12 months.

Eligible Activities

- Transportation plans that include analysis to determine multimodal transportation needs to increase the accessibility, mobility, and safety of people and freight, such as active transportation plans, safety focused plans (motorized and non-motorized), urban freight studies, and community mobility plans.
- Transportation planning activities to better coordinate transportation and land-use decisions, including corridor studies and school siting/industrial-commercial siting.
- Transportation planning activities to support a Corridor Management Agreement including curbside management in more urban environments.
- Transportation plans to enhance the integration and connectivity of the transportation system, such as a Transportation Systems Management & Operations (TSMO) study, a smart mobility plan, or a transportation resilience or transportation sustainability plan.
- Transportation plans that address parking management and Transportation Demand Management (TDM) strategies that support the use of transit, reduce private automobile demand, or promote alternative and/or shared modes, including transit-oriented development plans, urban area parking studies, and park-n-ride investment plans.
- Other innovative transportation-related planning projects and activities that are consistent with both the MPO's Metropolitan Transportation Plan and the State of Tennessee's transportation goals.

Please provide the following information below. Limit your application to no more than 4 pages.

Applying Jurisdiction (if filing jointly, please include all parties):

Metropolitan Government of Nashville-Davidson County, WeGo Public Transit, Nashville Downtown Partnership

MPO / TPO Location:

GNRC

Identified Transportation Needs (Double click to open dialog box and select "Checked" for all that apply):

- Accessibility** (e.g., access to local or regional services and facilities)
- Economic Development** (e.g., supporting economic growth, commerce, tourism, revitalization)
- Safety** (i.e., address safety concerns)
- Community Support** (i.e., studies to help increase awareness or advance transportation policy)
- Mobility** (e.g., smart mobility plans, TSM&O, parking management, etc.)



Urban Transportation Planning Grant FY 2020-21 Application

Plan Overview (include plan objectives and provide and provide any useful background information that supports the identified transportation need(s). Also, describe how you will use this plan once finalized):

Metro Nashville, with a population of over 694,144 in 2019, includes one of the most-visited downtowns in America with a vibrant business, travel and tourism and music industry. Over 16 million out of town visitors came to Nashville in 2019 including almost 5 million at downtown events. Downtown Nashville's 9,381 hotel rooms (as of spring 2020) support these activities and an additional 6,923 under construction or planned. The downtown resident population of 13,000 continues to grow with an additional 2,861 residential units under construction. As of 2019, more than 72,000 employees work in Downtown including well-known brands such as Amazon, Sony and Hospital Corporation of America

As the pandemic lessens and the recovery efforts continue following the Christmas Day bombing, a return to vibrancy for Downtown is anticipated. 2nd Avenue recovery efforts will be a focus within this overall project as it impacts the stakeholder, transit, traffic and curbside management components. The proposed public private partnership described in this application is a cornerstone to the future of effective, efficient transportation in Metro Nashville.

Metro Nashville's application, as follows, underscores community support, mobility and economic development as the primary transportation needs. Additionally, TDOT's stated program goals to assist and guide urban jurisdictions with resources to support overall transportation infrastructure and achieve our vision and economic prosperity are well supported in our application.

Metro's Urban Transportation Planning Grant request of \$200,000 will provide a significant contribution to the planning of our Downtown Neighborhood Traffic Project, underscoring TDOT's role as an essential partner. **The project objectives focus on determining prioritization and management of the various transportation activities in the downtown core including their relationship to TDOT's congestion study efforts. This would include an overarching community and stakeholder weighting and prioritization process that will guide solutions for (1) enhancing transit operations that promote service reliability, (2) expanding traffic management infrastructure, and (3) curbside management infrastructure with needed technical analysis to support final recommendations.** Metro's efforts on this project will be consistent with the *Metro Nashville Transportation Plan* (adopted in December 2020) that includes this effort specifically and will occur within the planning framework of our General Plan, *NashvilleNext*, which prescribes transit-supporting land use policies that direct new growth to locations along high capacity corridors that connect Downtown Nashville to growing centers and neighborhoods.

Community and stakeholder weighting and prioritization. Key areas of Downtown activity including Broadway, the influence of institutions such as Vanderbilt University, adjacent high growth corridors as well as initiatives such as the Coord curbside infrastructure management pilot, parking modernization, shared urban mobility device operations, and transit needs must be considered in a strong community engagement project defining the stakeholder weighting and prioritization around vehicular, delivery, pedestrian, and micromobility needs for our residents, businesses and hospitality industry. This comprehensive stakeholder effort around prioritization will be further supported by necessary technical analysis to set forth the deliverable of a necessary framework for design and implementation including downtown transit priority. Metro's project will also address mobility needs through developing an implementable action plan to integrate multimodal transportation activity and modernize traffic management and curbside infrastructure operations.

Transit element. The vital transit elements we look to achieve in planning the Downtown Neighborhood Traffic Project include enhancing options and promoting service reliability. The transportation needs mobility and accessibility continue to apply to our transit needs for this action plan. We need a plan that will support improvements in traffic flow, safety, mobility, and overall efficiency. With respect to public transportation, Downtown Nashville is the single largest generator of transit trips in Middle Tennessee. Beyond its role as a transit trip generator, Downtown Nashville plays an even larger role in transit system use than other aspects of mobility infrastructure due to the radial nature of Nashville's arterial street and transit network. This street network (and the resulting patterns of development) do not lend themselves easily to a grid system or other transit service design models. As such, not only is downtown Nashville a major origin and destination for transit trips in the region, it is



Urban Transportation Planning Grant FY 2020-21 Application

the single most dominant connecting point for transit trips in the region, and is very often the shortest path between “non-downtown” transit trip origins and destinations – particularly for inner ring neighborhoods.

Among the 44 bus routes and 1 regional commuter rail route operated by WeGo Public Transit (MTA and RTA), 39 routes operate in, around and through Downtown Nashville. This includes all 9 arterial corridors targeted to be part of the “Frequent Service Network” in the recently adopted Metro Nashville Transportation Plan, as well as the Clarksville Pike, Murfreesboro Pike and WeGo Star service corridors targeted for high levels of capital investment in the Metro Nashville Transportation Plan. WeGo Central (the major transfer point for MTA and RTA bus passengers) sees 15-17,000 daily patrons and over 2,200 daily bus movements. Almost half of daily ridership activity (46 percent of boardings and alightings) takes place in Downtown Nashville, many of whom depend on reliable transfers at WeGo Central to complete their trips. With such a high number of riders passing through Downtown, effective and reliable transit service is critical not only to maintain ridership but also to make transit an attractive mobility alternative and enhance overall access.

Despite the critical role of Downtown Nashville for regional transit operations, many downtown issues hamper transit operations in ways that make public transportation less attractive option for many potential users. As a result of this condition, we need a plan that will have buses operating in mixed traffic, react to frequent street closures, practice “through-routing”, and improve reliability. Currently transit is slowed by ever increasing volumes of general-purpose traffic, run slowly and unpredictably. During the afternoon peak, the average travel speed of WeGo Public Transit buses through the downtown core is below 4 miles per hour. To elaborate, frequent street closures (for construction and special events) make bus travel even slower, and bus routes more unpredictable, with the imposition of numerous detours. Furthermore, transit riders who do not have a downtown origin or destination could enjoy faster and more direct service if the practice of “through-routing” were employed by WeGo Public Transit. Practicing through-routing would take two routes from neighborhoods on opposing ends of downtown and pair them through Downtown Nashville for a faster and more direct trip. Unfortunately, the unpredictable nature of downtown travel makes this practice impractical for WeGo Public Transit, as scheduled recovery time at WeGo Central is crucial to maximizing the reliability of service due to downtown disruptions. As a result of these conditions, we need a plan that will increase mobility and accessibility throughout downtown. Prior traffic studies of the Downtown core that projected the impacts of current development project foretold stories of even greater congestion and unreliable travel times unless transit’s mode share for total trips can be increased significantly. As such, improvements in the convenience, reliability, speed and amenities associated with transit will be crucial for workers, students, visitors and residents to the downtown core to sustain a positive quality of life.

Traffic Management. The recommendations of the Traffic Management System evaluation completed as part of the Metro Nashville Transportation Plan 2020 relative to the downtown core to achieve reductions in travel time delay, safety improvements through improved traffic flow and management are key. Modernizing our traffic signal networks will also be key to the improvement for transit operations.

Curbside management. With continuous activity and cranes on the skyline, curb space in Downtown Nashville has been in great demand with loading/unloading, rideshare, micro-mobility and parking 24-hour activities. Downtown is a unique neighborhood of businesses, employees, institutions and residents with delivery and service vehicles, cars, transit, rideshare services, scooters, bikes and pedestrians all competing for mobility. Improving curbside management infrastructure ensures that downtown has efficient movement in our loading/unloading zones and sidewalks serving multiple modes of transportation providing benefits for the diverse community of downtown. Curbside management is essential to the planning of our project, because it provides solutions that strengthen multimodal cohesiveness. The weighting and prioritization of these demands is determined, and this study/project sets forth the necessary framework for design and implementation, including downtown transit priority.

Curb space is one of the greatest assets that cities possess. It is as valuable as the properties and buildings that it fronts, but historically has not been equally prioritized, managed, and priced. This has led to a confusing patchwork of parking, valet, loading, travel lanes, and bike lanes, with demand continuing to increase from those uses as well as transit lanes and stops, micro-mobility devices, pedestrian plazas, and trees. As a result of this condition, we need a plan that will coordinate strategy to move from an application-based strategy to one that prioritizes and prices this space according to goals for the city, and has the flexibility and nuance required to respond to equally



Urban Transportation Planning Grant FY 2020-21 Application

nanced environments. Curbside Management is gaining interest from city leaders nationwide for several reasons. These reasons include the transportation need of mobility by increasing competition from new technology enabled transportation mobility options (ride hail companies, micro-mobility, etc.), used as a powerful tool to advance mobility and livability goals, a source of revenue, and the evolution and availability of digital platforms to provide dynamic management of curbs in real time. For example, in 2020 Nashville was selected, along with Aspen, Omaha, and West Palm Beach to partner with curbside management platform Coord to pilot a Smart Zone program to better coordinate curbside loading and unloading while promoting safety, efficiency and local economic activity. Leading 21st century peer cities have been actively modernizing and managing their on-street parking systems using comprehensive, real-time data analytics through emerging smart mobility tools to inform better urban planning decisions and assess curbside space value and use.

Purpose and Need/Partnership Funding/Schedule: Development of a comprehensive Downtown Mobility Strategy with a transit priority element of enhancing transit operations and service reliability will be crucial to the long-term growth of transit ridership and mode share throughout the Greater Nashville region. As such, **WeGo** Public Transit has programmed **\$350,000** of its Federal formula funding toward the completion of the Downtown Neighborhood Traffic Project.

In addition to WeGo's support, **Nashville Downtown Partnership** has enthusiastically agreed to fund up to **\$50,000 on project related costs, as well as designated working hours (0.25 FTE)**. Having this public and private partnership is important to the planning of our Downtown Neighborhood Traffic Project. Considering the challenges Metro Nashville-Davidson County have experienced throughout 2020 from the tornado, Covid-19 pandemic, and Christmas Day bombing, Nashvillians continue to rise to the work needed to move our community forward. The remaining funding needed of approx. **\$400,000** for this estimated \$1M project will come from **Metro Nashville**.

Hallmark decisions are required to guide our success and we need a comprehensive process with robust engagement to find the answers. The TDOT Urban Transportation Planning Grant will greatly benefit the Metropolitan Government of Nashville-Davidson County by providing the funds essential to plan a Downtown Neighborhood Traffic Project that addresses the transportation needs of mobility and accessibility through improving traffic management, enhancing transit operations and service reliability as well as curbside management. Once finalized, we will use this plan to guide the implementation of the determined solutions.

Schedule:

Months	1	2	3	4	5	6	7	8	9	10	11	12
Finalize scope/ Engage professional services *	x	x										
Public outreach/Stakeholder engagement			x	x	x	x	x	x	x			
Technical Analysis								x	x	x		
Recommendations/ Action Plan											x	x

- Initial activities months 1-2 may be extended based upon contracting



Urban Transportation Planning Grant FY 2020-21 Application

Map of Study Area (highlight significant roadways and other important features):

[click on the icon below to insert map. Resize image if necessary]



Applicant Contact Information:

Casey Hopkins
Finance Officer 1- Grants Administrator
931-307-5367
casey.hopkins@nashville.gov

Acknowledgements (Double click to open dialog box and select "Checked"):

- I agree to provide an upfront 10% local match should I become a successful grant awardee.
- If awarded, I agree my governing body will adopt a resolution stating intent to endorse the plan document upon completion.

Application is due January 15, 2021

Send completed application to:
TDOT.LongRangePlan@tn.gov

Don't forget to attach this application!



A Service of Nashville MTA

January 7, 2021

430 Myatt Drive
Nashville, TN 37115
WeGoTransit.com
615-862-5969

Preston Elliott
Deputy Commissioner/Chief of Environment and Planning
Tennessee Department of Transportation
James K. Polk Building, Suite 700
505 Deaderick Street
Nashville, TN 37243

John Cooper
Mayor

Gail Carr Williams
Chair

Janet Miller
Vice Chair

Hannah Paramore Breen
Member

Walter Searcy, III
Member

Mary Griffin
Member

Stephen G. Bland
Chief Executive Officer

Edward W. Oliphant
Chief Financial Officer

Bill Miller
Chief Operating Officer

Rita Roberts-Turner
Chief Administrative Officer

Trey Walker
Chief Engineer

Dear Mr. Elliott,

I write to express WeGo's Public Transit strong support for the Metropolitan Government of Nashville's application for TDOT's 2021 Urban Transportation Planning Grant (UTPG). The goals of the UTPG align well with both Metro's and WeGo's desire to develop a comprehensive plan to more effectively manage transportation in the Downtown Nashville area, especially for transit.

Metro's UTPG application is assembled in coordination with several city departments as well as local and regional partners for a thorough approach that will consider different aspects of transportation, land use, and economic development. Such approach will help provide sound solutions to improve mobility and quality of life for residents and visitors in Downtown Nashville. The Nashville Downtown area is the center of the WeGo network, locally and regionally, but also a major challenge for reliable transit service because of the levels of activity and lack of transit priority. This is recognized in the recently adopted Metro Nashville Transportation Plan that highlights the need for improving transit as a top priority. Given the importance of this plan for the future of transit ridership and operations in the region, MTA is committing \$350,000 in FTA's Urbanized Area Formula (5307) funds towards the plan.

This project has the capacity to be transformational for transit and transportation. As such, I encourage TDOT to fund this key project for Nashville and the Middle Tennessee region.

Sincerely,

Chief Executive Officer

Cc: Gail Carr Williams, Nashville MTA Board of Directors
Michael Skipper, Greater Nashville Regional Council



January 8, 2021

To Whom It May Concern:

The Nashville Downtown Partnership writes on behalf of Metro Nashville in support of the Urban Community Transportation Planning proposal to the Tennessee Department of Transportation.

This grant will fund the Downtown Neighborhood Traffic Project to further improve traffic routing and flow, curb management, and smart parking solutions in downtown Nashville. We throw our organization's full support behind this grant application and the ability of the proposal's partners to achieve meaningful progress.

By way of this letter, we acknowledge specific contributions we will make to enhance this partnership. In the event this proposal is funded, we commit to a \$50,000 investment as well as designated working hours (0.25 FTE) of one staff member specifically for this project.

We look forward to working closely with all involved with this proposal on improving traffic conditions in Nashville.

Sincerely,

Tom Turner
President/CEO
Nashville Downtown Partnership
150 4th Ave N, 20th Floor
Nashville, TN 37219

150 4th Ave. N.,
20th Floor
Nashville, Tennessee 37219
615.743.3090
www.nashvilledowntown.com



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-765, **Version:** 1

A resolution approving amendment three to a grant from the National Endowment for the Arts to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city.

WHEREAS, the Metropolitan Arts Commission previously entered into a grant agreement with the National Endowment for the Arts to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city approved by R2017-521; and,

WHEREAS, the parties wish to amend the grant agreement to extend the end date of the grant agreement from December 31, 2020 to June 30, 2021, a copy of which is attached hereto; and,

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

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

Section 1. That amendment three to the grant by and between the National Endowment for the Arts and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city, a copy of which amendment three 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 amendment three to a grant from the National Endowment for the Arts to the Metropolitan Arts Commission to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city. The grant was approved by Resolution No. RS2017-521. This amendment extends the end date of the agreement from December 31, 2020 to June 30, 2021. No other changes would be made to the agreement.

GRANT SUMMARY SHEET

Grant Name: Creativity Connects 17-18 Amend 3

Department: ARTS COMMISSION

Grantor: National Endowment for the Arts

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$0.00

Cash Match \$0.00

Department Contact: Ian Myers
862-6733

Status: AMENDMENT

Program Description:

Metro Arts, The Housing Fund, The Metro Affordable Housing Trust Commission (Barnes Fund), the Mayor's Office of Economic Opportunity & Empowerment and the Financial Empowerment Centers seeks to fund a series of temporary public art interventions, and artist-led community planning and workshops focused on affordable housing and production spaces, wealth building practices, and targeted creative economic neighborhood policies within Madison, a corridor in Nashville, targeted for cultural and economic redevelopment in the city General Plan. Amendment 3 extends the end date from 12/31/20 to 6/30/21. No other terms or conditions will be changed.

Plan for continuation of services upon grant expiration:

None. We will not pursue if not funded.

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	
ARTS COMMISSION	41.00	Ian Myers			862-6733	862-6731	
Grant Name:	Creativity Connects 17-18 Amend 3						
Grantor:	National Endowment for the Arts				Other:		
Grant Period From:	01/31/17	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/21	(applications only) Application Deadline:					
Funding Type:	FED DIRECT	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$0.00			
Status:	AMENDMENT	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	45.024	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically?		<input checked="" type="checkbox"/>				
<p>Metro Arts, The Housing Fund, The Metro Affordable Housing Trust Commission (Barnes Fund), the Mayor's Office of Economic Opportunity & Empowerment and the Financial Empowerment Centers seeks to fund a series of temporary public art interventions, and artist-led community planning and workshops focused on affordable housing and production spaces, wealth building practices, and targeted creative economic neighborhood policies within Madison, a corridor in Nashville, targeted for cultural and economic redevelopment in the city General Plan. Amendment 3 extends the end date from 12/31/20 to 6/30/21. No other terms or conditions will be changed.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None. We will not pursue if not funded.							
How is Match Determined?							
Fixed Amount of \$		or	50.0%	% 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	40009	Business Unit	41401010; 41106200		
Is not budgeted?		Proposed Source of Match:		41401010			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				\$85,000.00			
Other:							
Number of FTEs the grant will fund:	0.00	Actual number of positions added:		0.00			
Departmental Indirect Cost Rate	12.04%	Indirect Cost of Grant to Metro:		\$20,468.00			
*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 checked="" type="checkbox"/>							
Metro or Community-based Partners:							
The Housing Fund, Mayor's Office of Economic Opportunity and Empowerment, Financial Empowerment Centers, Metro Planning Commission, council members in Madison							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY20	\$85,000.00	\$0.00	\$0.00	\$85,000.00	9,41401010; 41106200	\$0.00	\$170,000.00	\$20,468.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$85,000.00	\$0.00	\$0.00	\$85,000.00		\$0.00	\$170,000.00	\$20,468.00	\$0.00
Date Awarded:		01/14/21		Tot. Awarded:		\$0.00	Contract#:		Pending	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Myers, Ian (Arts)

To: Wilson, Vaughn (Finance - Grants Coordination); Weathersby, Trinity (Finance- Grants Coordination)
Subject: FW: Amendment: National Endowment for the Arts Grant #17-8500-7008, Metropolitan Government of Nashville & Davidson County, Tennessee

From: Vincent, Caroline (Arts) <Caroline.Vincent@nashville.gov>
Sent: Thursday, December 10, 2020 1:22 PM
To: Myers, Ian (Arts) <Ian.Myers@nashville.gov>; Maravalli, Van (Arts) <Van.Maravalli@nashville.gov>
Subject: FW: Amendment: National Endowment for the Arts Grant #17-8500-7008, Metropolitan Government of Nashville & Davidson County, Tennessee

Thanks,
Caroline

CAROLINE VINCENT
Executive Director

METRO ARTS
Nashville Office of Arts + Culture
O/615.880.2377 C/615.306.3993
MetroArtsNashville.com
[@MetroArtsNash/ Sign Up for Arts Alert!](#)
Preferred pronouns: she/her/hers

From: Grants <grants@arts.gov>
Sent: Thursday, December 10, 2020 11:18 AM
To: Vincent, Caroline (Arts) <Caroline.Vincent@nashville.gov>
Cc: Creativity Connects Grants <creativityconnectsgrants@arts.gov>; Maravalli, Van (Arts) <Van.Maravalli@nashville.gov>
Subject: Amendment: National Endowment for the Arts Grant #17-8500-7008, Metropolitan Government of Nashville & Davidson County, Tennessee

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Grant 17-8500-7008
Amendment #3

Dear Grantee:

An amendment request for the above-referenced grant has been reviewed by National Endowment for the Arts staff. The following changes to the grant are approved:

Time: The period of performance is extended to 6/30/2021.

All other provisions of the grant remain in effect.

Sincerely,

Meg Kowalik
Lead Grants Management Specialist
Office of Grants Management
National Endowment for the Arts
400 7th Street SW | Washington DC 20506
grants@arts.gov | 202-682-5403 (p) | 202-682-5610 (fax)

Ref: 10/21/20 email correspondence, C. Vincent to Office of Grants Management.

**SIGNATURE PAGE
FOR**

GRANT NO. : NEA Creativity Connects Grant 17-8500-7008 Amendment #3

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Caroline Vincent

Department Name Metro Arts

01/14/2021

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

1/29/2021

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

Resolution No. RS2020-297

A resolution approving amendments one and two to a grant from the National Endowment for the Arts to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city.

WHEREAS, the Metropolitan Arts Commission previously entered into a grant agreement with the National Endowment for the Arts to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city approved by R2017-521; and,

WHEREAS, the parties with to amend the grant agreement to extend the end date of the grant agreement from January 1, 2018 to December 31, 2019 (amendment one) and extend the end date of the grant agreement from December 31, 2019 to December 31, 2020, copies of which are attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendments one and two be accepted.

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

Section 1. That amendments one and two to the grant by and between the National Endowment for the Arts and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city, copies of which amendments one and two are attached hereto and incorporated herein, are hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:

[Signature]
[Signature]
[Signature]
Member(s) of Council

LEGISLATION NUMBER: RS2020-297

[Handwritten signature]

Bunty Miller

[Handwritten signature]

Emily B...

Members of Council

Members of Council

GRANT SUMMARY SHEET

Grant Creativity Connects 17-18 Amend 1 & Amend. 2

Department: ARTS COMMISSION

Grantor: National Endowment for the Arts

**Pass-Through
Grantor**

Total Award this \$0.00

Cash Match \$0.00

Department Ian Myers
615-862-6733

Status AMENDMENT

Program Description:

Metro Arts, The Housing Fund, The Metro Affordable Housing Trust Commission (Barnes Fund), the Mayor's Office of Economic Opportunity & Empowerment and the Financial Empowerment Centers seeks to fund a series of temporary public art interventions, and artist-led community planning and workshops focused on affordable housing and production spaces, wealth building practices, and targeted creative economic neighborhood policies within Madison, a corridor in Nashville, targeted for cultural and economic redevelopment in the city General Plan. Amendment 1 extends the end date from 01/01/18 to 12/31/19. Amendment 2 extends the end date from 12/31/19 to 12/31/20. No other terms or conditions will be changed.

Plan for continuation of services:

None. We will not pursue if not funded.

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		
ARTS COMMISSION	41.00	Ian Myers		862-6733	862-6731		
Grant Name:		Creativity Connects 17-18 Amend 1 & Amend 2					
Grantor:		National Endowment for the Arts		Other:			
Grant Period From:		01/31/17		<small>(applications only) Anticipated Application Date:</small>			
Grant Period To:		12/31/20		<small>(applications only) Application Deadline:</small>			
Funding Type:		FED DIRECT		<input type="checkbox"/> Multi-Department Grant If yes, list below.			
Pass-Thru:				<input type="checkbox"/> Outside Consultant Project:			
Award Type:		COMPETITIVE		Total Award: \$0.00			
Status:		AMENDMENT		Metro Cash Match: \$0.00			
Metro Category:		Est. Prior.		Metro In-Kind Match: \$0.00			
CFDA #		45.024		<input checked="" type="checkbox"/> Is Council approval required?			
Project Description:		<input checked="" type="checkbox"/> Applic. Submitted Electronically?					
<p>Metro Arts, The Housing Fund, The Metro Affordable Housing Trust Commission (Barnes Fund), the Mayor's Office of Economic Opportunity & Empowerment and the Financial Empowerment Centers seeks to fund a series of temporary public art interventions, and artist-led community planning and workshops focused on affordable housing and production spaces, wealth building practices, and targeted creative economic neighborhood policies within Madison, a corridor in Nashville, targeted for cultural and economic redevelopment in the city General Plan. Amendment 1 extends the end date from 01/01/18 to 12/31/19. Amendment 2 extends the end date from 12/31/19 to 12/31/20. No other terms or conditions will be changed.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None. We will not pursue if not funded.							
How is Match Determined?							
Fixed Amount of \$		or		50.0% % 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 40009 Business Unit 41401010; 41106200			
Is not budgeted?				Proposed Source of Match: 41401010			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				\$85,000.00			
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added: 0.00			
Departmental Indirect Cost Rate		12.04%		Indirect Cost of Grant to Metro: \$20,468.00			
*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:							
The Housing Fund, Mayor's Office of Economic Opportunity and Empowerment, Financial Empowerment Centers, Metro Planning Commission, council members in Madison							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY20	\$85,000.00	\$0.00	\$0.00	\$85,000.00	19,41401010; 41106200	\$0.00	\$170,000.00	\$20,468.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$85,000.00	\$0.00	\$0.00	\$85,000.00		\$0.00	\$170,000.00	\$20,468.00	\$0.00
Date Awarded:				04/17/20	Tot. Awarded: \$0.00		Contract#:		Pending	
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 04/23/09
5013

GCP Rec'd
04/20/20

GCP Approved
04/22/20

VW

 Share  Copy link  Download  Delete  Copy to  Version history 1 of 1  

From: Grants <grants@arts.gov>
Sent on: Monday, March 19, 2018 3:59:57 PM
To: Vincent, Caroline (Arts) <Caroline.Vincent@nashville.gov>
CC: Creativity Connects Grants <creativityconnectsgrants@arts.gov>; Juliana Mascelli <mascellij@arts.gov>
Subject: RE: Amendment: NEA Grant 17-8500-7008, Metropolitan Government of Nashville & Davidson County

Amendment #1

Dear Grantee:

An amendment request for the above-referenced grant has been reviewed by National Endowment for the Arts staff. The following changes to the grant are approved:

Scope: Focus on the community priorities, which are preserving the current living/work space for artists in Nashville, as described in your request.

Time: The period of performance is extended to December 31, 2019.

All other provisions of the grant remain in effect.

Sincerely,

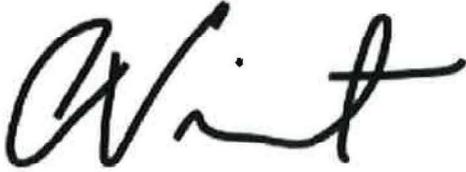
Nicki Jacobs
Director
Grants & Contracts Office
National Endowment for the Arts
400 7th Street SW | Washington DC 20506
grants@arts.gov | 202-682-5403 (p) | 202-682-5610 (fax)

Ref: 3/5/18 E-mail, C. Vincent to J. Mascelli to Grants & Contracts Office.

**SIGNATURE PAGE
FOR
GRANT NO. Creativity Connects 17 (16-970312) Amendment 1**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

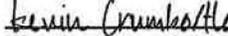


Metro Arts

4/20/2020
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

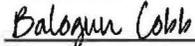
DocuSigned by:


Kevin Grumbo, Director
Department of Finance

4/24/2020
Date

APPROVED AS TO RISK AND INSURANCE:

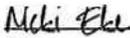
DocuSigned by:


Director of Insurance

4/24/2020
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:


Metropolitan Attorney

4/24/2020
Date


John Cooper
Metropolitan Mayor

MAY 06 2020
Date

ATTEST:


Metropolitan Clerk **RS 2020-297**

MAY 06 2020
Date

National Endowment for the Arts - Amendment #2, 17-8500-7008 Metropolitan Government of Nashville & Davidson County

Grants <grants@arts.gov>

Mon 6/24/2019 2:50 PM

To: Vincent, Caroline (Arts) <Caroline.Vincent@nashville.gov>

Cc: Juliana Mascelli <mascellij@arts.gov>

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Grant: 17-8500-7008

Amendment #: 2

Dear Grantee:

An amendment request for the above-referenced grant has been reviewed by National Endowment for the Arts staff. The following changes to the grant are approved,

Time: The period of performance is extended to December 31, 2020.

All other provisions of the grant remain in effect.

Sincerely,

Diane Biddle

Lead Grants Management Specialist | Office of Grants Management

National Endowment for the Arts

400 7th Street SW | Washington DC 20506

biddled@arts.gov | 202-682-5717 (p) | 202-682-5609/5610 (fax)

Learn more about the arts in your community at arts.gov

Ref: 5/31/19 email C. Vincent to grants@arts.gov

-----Original Message-----

From: Vincent, Caroline (Arts) [<mailto:Caroline.Vincent@nashville.gov>]

Sent: Friday, May 31, 2019 2:04 PM

To: Grants <grants@arts.gov>

Cc: Creativity Connects Grants <creativityconnectsgrants@arts.gov>; Juliana Mascelli

<mascellij@arts.gov>; Maravalli, Van (Arts) <Van.Maravalli@nashville.gov>

Subject: RE: Amendment: NEA Grant 17-8500-7008, Metropolitan Government of Nashville & Davidson County

Hi Nicki,

Grant#: 16-970312

Last year, the period of performance for this grant was extended to Dec. 31, 2019. Due to several staff vacancies and position changes, we have been unable to make as much progress as we had hoped on

this grant. Our match funds are also contingent on a Percent for Art project that has been delayed due to construction issues. Please let me know if it would be allowable to extend the grant for an additional year. We have some great momentum and local support, but will need more time to get the best results.

Thank you very much. I look forward to hearing from you.

Sincerely,
Caroline

CAROLINE VINCENT
Executive Director

METRO ARTS
Nashville Office of Arts + Culture

O / 615.880.2377 C / 615.306.3993
caroline.vincent@nashville.gov / artsnashville.org

**SIGNATURE PAGE
FOR
GRANT NO. Creativity Connects 17 (16-970312) Amendment 2**

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

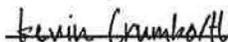
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Metro Arts

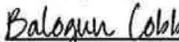
4/20/2020
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:

Kevin Grumbo, Director
Department of Finance

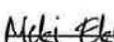
4/24/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Director of Insurance

4/24/2020
Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:

Metropolitan Attorney

4/24/2020
Date


John Cooper
Metropolitan Mayor

MAY 06 2020
Date

ATTEST:


Metropolitan Clerk **2020-297**

MAY 06 2020
Date

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2020-297

2020 APR 28 AM 11:45
FILED METROPOLITAN CLERK

A resolution approving amendments one and two to a grant from the National Endowment for the Arts to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city.

Introduced MAY 05 2020

Amended _____

Adopted MAY 05 2020

Approved MAY 06 2020

By 
Metropolitan Mayor

A resolution accepting a grant from the National Endowment for the Arts to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city.

WHEREAS, the National Endowment for the Arts has awarded a grant in an amount not to exceed \$85,000.00 with a required cash match of \$85,000.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

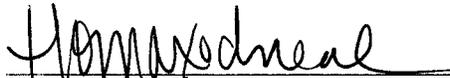
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the National Endowment for the Arts, in an amount not to exceed \$85,000.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

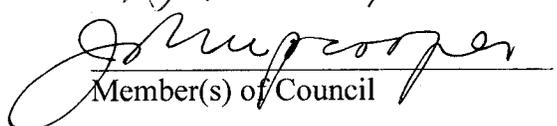
Section 2. That the amount of this grant be appropriated to the Metropolitan Arts Commission, based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

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

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Nancy VanReece". The signature is fluid and cursive, with the first name being the most prominent.

Nancy VanReece
Councilwoman, District 8

Subject: ACTION REQUIRED: NEA Creativity Connects Application #16-970312, Metropolitan Government of Nashville & Davidson County, Tennessee

Reply-To: NEA <creativityconnectsgrants@arts.gov>

Dear Jennifer Cole,

Congratulations! We are happy to inform you that the following application to the National Endowment for the Arts is **recommended** for funding in the amount of **\$85,000**. This tentative funding recommendation is not the official award notice, which is contingent upon final NEA review.

Applicant: Metropolitan Government of Nashville & Davidson County, Tennessee
For: Metro Nashville Arts Commission
Application #: 16-970312
Period of Performance: January 1, 2017 to January 31, 2018
Project: To support a series of temporary public art interventions, artist-led community planning, and policy designs focused on affordable housing and wealth-building, in collaboration with The Housing Fund.

Please do not make any public announcements of this recommendation until Tuesday, December 13, 2016, when the NEA issues its press release. You will receive information from the NEA's Office of Public Affairs regarding the announcement in December.

REQUIRED FORMS

In order to proceed to final review, all applicants must complete the following forms and email the files to CreativityConnectsGrants@arts.gov **no later than Wednesday, November 30, 2016**. Do not mail or fax your responses. This tentative funding recommendation may be withdrawn if you fail to respond by the deadline.

- PROJECT BUDGET:** Submit an updated Project Budget reflecting the recommended funding amount of **\$85,000**. This is your opportunity to adjust activities, participants, costs, and/or timeline/period of performance based on the available funding.
- ACCESSIBILITY:** Submit the Accessibility Questions form. Federal regulations require that all NEA-funded projects be accessible to people with disabilities, inclusive of physical and programmatic access.
- NEPA/NHPA COMPLIANCE:** Your project requires National Environmental Policy Act (NEPA) and/or National Historic Preservation Act (NHPA) review. Please submit the NEPA/NHPA Questionnaire form. Be sure to identify the exact location(s) of the activity and the exact type(s) of activity with as much specificity as possible.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In order for the NEA to make this award, your organization must have an active registration in SAM and must be clear of all Federal debt. To check your organization's status, go to www.sam.gov. If you need assistance, visit the Federal Service Desk at www.fsd.gov.

FINAL NEA REVIEW

The NEA Grants & Contracts Office must still conduct a final review to ensure compliance with Federal rules and regulations before issuing the award. Program or Grants Staff may contact you for additional information. This review generally takes between two to six months, depending on a variety of factors.

We look forward to working with you to complete this final stage of the NEA review process.

Sincerely,

Douglas Sonntag
Director of Dance
National Endowment for the Arts
www.arts.gov

Celebrating the NEA's 50th Anniversary at arts.gov/50th.

Myers, Ian (Arts)

From: Creativity Connects Grants <creativityconnectsgrants@arts.gov>
Sent: Wednesday, November 30, 2016 2:54 PM
To: Vincent, Caroline (Arts); Creativity Connects Grants
Cc: Cole, Jennifer (Arts); Myers, Ian (Arts)
Subject: RE: NEA Creativity Connects Application #16-970312, Metropolitan Government of Nashville & Davidson County, Tennessee

Thank you Caroline.

Juliana

Juliana Mascelli

Dance Specialist | Performing Arts
National Endowment for the Arts
400 7th Street SW | Washington DC 20506
mascellij@arts.gov | 202-682-5656 (p) | 202-682-5612/5076 (fax)
Celebrating the NEA's 50th Anniversary at arts.gov/50th.

From: Vincent, Caroline (Arts) [mailto:Caroline.Vincent@nashville.gov]
Sent: Wednesday, November 30, 2016 3:31 PM
To: Creativity Connects Grants <creativityconnectsgrants@arts.gov>
Cc: Cole, Jennifer (Arts) <Jennifer.Cole@nashville.gov>; Myers, Ian (Arts) <Ian.Myers@nashville.gov>
Subject: NEA Creativity Connects Application #16-970312, Metropolitan Government of Nashville & Davidson County, Tennessee

Thank you so much for this grant award. Attached are our Project Budget, Accessibility and NEPA/NHPA forms. Please let us know if you have questions. Also, please note we request extension of the project completion date from 1/31/2018 to 12/31/2018 as noted on our Project Budget (Period of Performance: 1/1/2017 – 12/31/2018) in order to accommodate the project activities and full expenditures of the funds.

Thank you,
Caroline

Caroline Vincent
Director of Public Art
Metro Nashville Arts Commission
Phone: 615.880.2377
www.artsnashville.org
publicart.nashville.gov



From: NEA <creativityconnectsgrants@arts.gov>
Date: November 7, 2016 at 3:34:05 PM CST
To: Jennifer Cole <jennifer.cole@nashville.gov>

**SIGNATURE PAGE
FOR
FY17 GRANT CONTRACT ID: 16-970312 (NEA Creativity Connects)**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

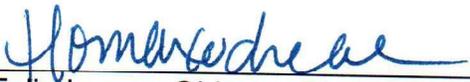


Department

12/11/16

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax-O'dneal, Director *A*
Department of Finance

12-14-16

Date

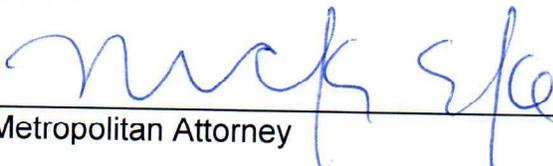
APPROVED AS TO RISK AND INSURANCE:



Director of Risk Management Services

Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

1/3/17

Date

FILED:



Metropolitan Clerk *RS 2017-521*

1/20/2017

Date

Project Budget Form

This form can be used to submit your initial application budget and any subsequent budget revisions.

Detailed instructions for this form are available on our website at www.arts.gov/manageaward. Unless you are informed otherwise, you must match the NEA funds dollar for dollar.

- ✓ All costs included in this budget, whether paid for with NEA funds or your cost share, must be directly allocable to the project activity, allowable, and adequately documented per the [General Terms & Conditions for NEA Awards](#). Actual, allowable expenditures must be reported on all payment requests and financial reports.
- ✓ Only include costs expected to be incurred within the period of performance, which can begin no earlier than the earliest allowable start date noted in the guidelines for this NEA funding opportunity. Costs such as salaries, wages, fringe benefits, and administrative overhead may need to be pro-rated to reflect this period.
- ✓ Provide a detailed breakdown of any large line items.
- ✓ For equipment, clearly note items to be rented or leased versus those to be purchased. For purchases, you must provide specific written justification for items with a unit value of \$5,000 or more, and a useful life of more than one year.
- ✓ Do not include unallowable costs such as receptions/parties, alcoholic beverages, cash prizes, construction, visa fees paid to the U.S. Government, unspecified foreign travel, or miscellaneous. Unallowable costs cannot be supported with NEA funds OR with matching funds. Learn more about unallowable costs in the [How to Manage Your NEA Award Handbook](#).
- ✓ This budget cannot include overlapping project costs with any other Federal award, or include matching funds originating from a Federal source.

If you are revising your initial application, consider streamlining your project budget to help ease your administrative burden associated with managing a Federal award. See Project Description block below for more information.

IMPORTANT: All changes are subject to NEA approval.

Applicants and Recommended Applicants:

Return this form and additional pages (if necessary) as directed.

Current Award Recipients:

Submit this form to the Grants & Contracts Office at grants@arts.gov

Organization. Provide your legal name and mailing address.

Legal Name: Metropolitan Government of Nashville
Address:

Metro Arts
PO Box 196300
Nashville, TN 37219

Is This a New Address? Yes.

Application/Award # 16-970312

Project Budget Submission Date 11/30/2016

Period of Performance Requested (MM/DD/YYYY)

From

To

1 / 1 / 2017

12 / 31 / 2018

Project Description. Applicants: if this is your initial application budget provide a brief summary of your project. If you have provided narrative information in another format, you may attach that. If you are responding to a notification of recommended funding then describe any change(s) from your application, including changes in project activity. If there are no changes to the project scope, state that here. Current recipients requesting an amendment: review How To Manage Your NEA Award Handbook for more information. Attach additional pages as needed.

Metro Arts, The Housing Fund (a Community Development Financial Institution), The Metro Affordable Housing Trust Commission (Barnes Fund), the Mayor's Office of Economic Opportunity & Empowerment and the Financial Empowerment Centers will fund a series of temporary public art interventions, and artist-led community planning and workshops focused on affordable housing and production spaces, wealth building practices, and creative economic neighborhood policies within Madison, a corridor in Nashville, targeted for cultural and economic redevelopment in the city General Plan.

Project Budget Form

Authorizing Official. Identify the person who has the legal authority to approve this budget on behalf of your organization.

Name (Last, First) Cole, Jennifer Mr. Ms. Other _____
Title Executive Director
E-mail jennifer.cole@nashville.gov **Telephone** (615) 862 - 6733

Project Director. Identify the person who can answer specific questions about this project.

Name (Last, First) Vincent, Caroline Mr. Ms. Other _____
Title Director of Public Art
E-mail caroline.vincent@nashville.gov **Telephone** (615) 880 - 2377

Primary Contact. Identify the person who can answer specific questions about this budget. If the same as either above, leave blank.

Name (Last, First) Mr. Ms. Other _____
Title
E-mail **Telephone** () -

PROJECT COSTS

A. DIRECT COSTS

Salaries and Wages. Include salaried employees. Pro-rate salaries to reflect only those incurred within the period of performance. (List artists, consultants, and contractors under Other Costs.)

Title/Type of personnel	# of personnel	Annual salary/range	% of time allocated	Amount
				Total Salaries and Wages \$ _____ \$ 0
Fringe Benefits (%)				Total Fringe Benefits \$ _____
				Total Salaries, Wages, and Fringe Benefits \$ _____ \$ 0

Travel. Include transportation, lodging, and required subsistence during travel. Airfare charged to the award may not exceed the value of the least expensive class (e.g. coach) available. All foreign travel must be identified by country of origin/destination.

Travelers (name, role, or number of people)	Origin	Destination	Amount
			Total Travel \$ _____ \$ 0

Other COSTS. Include all other direct project costs here and continuing on the next page, such as artist or consultant fees, marketing/promotion, supplies and materials, publications, distribution, access accommodations such as sign language interpretation or braille (no construction/renovation costs), shipping/cartage, rental of venues or equipment etc. If you are not claiming Indirect Costs below, you may also include a pro-rated portion of administrative overhead.

Item	Amount
Temporary Art Commissions	\$ 60,000
Artist Fees for Organizing/Corridor Committee	\$ 19,500

Project Budget Form

Other COSTS (continued)	
Workshop Teaching Stipends	\$ 3,000
Committee & Workshop Materials and Supplies	\$ 2,500
One Percent for Art Projects	\$ 85,000
Total Other COSTS	\$ 170,000
Total DIRECT COSTS (Total Salaries, Wages, and Fringe Benefits + Total Travel + Total Other COSTS)	\$ 170,000
B. INDIRECT COSTS. If applicable, include indirect costs as	
<input type="radio"/> A de minimis rate, not to exceed 10% of modified total direct costs. See 2 CFR 200.414 (f) for eligibility.	
<input type="radio"/> Approved as part of a current Federally-negotiated Indirect Cost Rate Agreement (provide copy of agreement).	
Cognizant Agency	Type [select] Rate (%) Effective Period (From/To) Base \$
Total INDIRECT COSTS	
TOTAL PROJECT COSTS (Total DIRECT COSTS + Total INDIRECT COSTS)	\$ 170,000

PROJECT INCOME	
ORGANIZATION SHARE: CASH. Include your organization's contributions, cash donations, non-Federal grants, and revenues such as ticket income or tuition fees. Federal funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be used as match.	
Source	Amount
One Percent for Public Art Projects	\$ 85,000
Total Cash	\$ 85,000
THIRD-PARTY IN-KIND. Include goods or services provided by individuals/entities outside of your organization (third-party contributions). All items listed here must correspond directly to a project cost line item to determine allowability.	
Item and Source	Fair Market Value
Total In-Kind	\$ 0
Total Recipient Share for this Project	\$ 85,000
NEA AMOUNT	\$ 85,000
TOTAL PROJECT INCOME (RECIPIENT SHARE + NEA AMOUNT)	\$ 170,000



Accessibility Questions

5/31/16

Federal regulations require that all projects funded by the National Endowment for the Arts be accessible to people with disabilities. Complete this form and submit it to NEA Staff with the Project Budget form.

Organization:	Metro Nashville Arts Commission		
Application or Award #:	16-970312	Date:	11/30/2016

- 1. Buildings and facilities (including projects held in historic facilities) are required to be physically accessible. This can include, but is not limited to:**
- ground-level/no-step entry, ramped access, and/or elevators to project facilities and outdoor spaces;
 - integrated and dispersed wheelchair seating in assembly areas;
 - wheelchair-accessible box office, stage/backstage, meeting, and dressing rooms;
 - wheelchair-accessible display cases, exhibit areas, and counters;
 - accessible studio, classroom, and work spaces;
 - accessible artist residency studios and living spaces;
 - wheelchair-accessible restrooms and water fountains; and
 - directional signage for accessible entrances, restrooms, and other facilities.

Explain how your project will meet this requirement:

All community meetings and input sessions will be held in physically accessible facilities including the Madison Branch Library, Fifty Forward Senior Center and the existing Madison Community Center.

- 2. The programmatic aspects of the project are required to be accessible as either part of the planned activity or upon request, where relevant. This can include, but is not limited to:**
- public contact information for requesting accommodations;
 - accessible electronic materials and websites;
 - print materials in alternative formats, such as large-print brochures/labels/programs, Braille, and electronic/digital formats;
 - accommodations for performances, tours, and lectures, such as audio description, tactile opportunities, sign language interpretation, and real-time captioning;

- closed/open captioning of video and film; and
- assistive listening devices.

Explain how your project will meet this requirement:

All programs of Metro Arts are noticed with the following message:

ADA Compliance & Accessibility:

Questions, concerns, complaints, requests for accommodation, or requests for additional information regarding the Americans with Disabilities Act may be forwarded to Metro Arts' ADA Compliance Coordinator: Laurel Fisher, Metro Nashville Arts Commission, (615) 862-6720, TTY Relay Service 800-848-0298

INTERPRETATION SERVICES: Should an individual need language interpretation, Metro Arts will secure assistance using a Metro approved over-the-phone or in-person translation service.

See the **Guidelines** and Appendix A of the **General Terms & Conditions for Grants and Cooperative Agreements to Organizations (FY 15 and later)** for a list of National Policy and Other Legal Requirements, Statutes, and Regulations that govern awards.

For accessibility requirements see specifically, **Section 504 of the Rehabilitation Act of 1973, as amended**, (29 U.S.C. 794) as well as **The Americans with Disabilities Act of 1990 (ADA), as amended** (42 U.S.C. 12101-12213), implemented by the NEA at 45 U.S.C. 1151.

Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (29 USC 794).

Access should be integrated into all facets and activities of an organization, from day to day operations to long-range goals and objectives. Access accommodations and services should be given a high priority and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.

The Americans with Disabilities Act of 1990 (ADA), as amended, prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III) (42 USC 12101-12213). The ADA's requirements apply regardless of whether you receive federal funds.

Resources

<http://arts.gov/accessibility/accessibility-resources/publications-checklists-resources>

<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>



NHPA / NEPA Questionnaire

8/4/16

If you are recommended for a grant, your project may be subject to the National Environmental Policy Act (NEPA) and/or the National Historic Preservation Act (NHPA). The NEA will conduct a review of your project to ensure that it is in compliance with NEPA/NHPA.

Some of the common project types that garner a NHPA review are:

- A project involving or occurring near a district, site, building, landscape, structure or object that is 50 years old and therefore eligible for inclusion in the National Register of Historic Places.
- The commissioning and installation of temporary or permanent outdoor furnishings such as benches or market structures or art such as a sculpture or mural.
- An arts festival in a park.
- Design planning and services for projects that may involve a historic site, structure, or district.

This is the first step in the NHPA review process. Based in your responses, the NEA will determine one of the following outcomes:

1. There are no anticipated adverse effects on historic properties or resources;
2. Based on an agreement that the NEA has with the Advisory Council on Historic Preservation (ACHP), one or more approved exemptions can be applied to the project, confirming that there are no anticipated adverse effects on historic properties or resources; or
3. The project has the potential to have adverse effects on historic properties or resources. You are asked to contact and work directly with your State Historic Preservation Office (SHPO), and potentially initiate a Section 106 Review.

INSTRUCTIONS

Applicants:

Fill out the following form for every project location. Return it along with the Project Budget to the Specialist indicated on the tentative funding notification.

If you have revised your project as a result of the tentative funding notification, clearly indicate such on the Project Budget form under "Project Description." Specifically indicate if the revised project no longer involves activities that require NEPA/NHPA review. For example, because of the reduced funding amount a three-pronged project that included an outdoor mural was reduced to a two-pronged project without the mural.

Current Award Recipients:

Fill out the following form for every project location. Submit it to the Grants & Contracts Office at grants@arts.gov. If you are revising the budget too, indicate if the revised project no longer involves activities or locations that require NEPA/NHPA review.

For All:

Include maps and photographs of each location and property. Be as concise as possible.

If you have questions regarding NHPA / NEPA or the process please contact nehistoricreview@arts.gov.

Organization:	Metro Nashville Arts Commission (Metro Arts)	Application/Award #:	16-970312
----------------------	--	-----------------------------	-----------

GENERAL INFORMATION

A. Organization Name. Enter the legal name of your organization.

Metro Nashville Arts Commission (Metro Arts)

B. NEA Application/Award Number. Enter the application or award number.	C. Date
--	----------------

16-970312	11/30/16
-----------	----------

D. Contact Information. Identify the person who can answer specific questions about NEPA or NHPA.

Name Caroline Vincent

Title Director of Public Art

Email caroline.vincent@nashville.gov

Phone Number (615) 880-2377

ANSWER THE FOLLOWING NHPA / NEPA QUESTIONS

1. Provide a very clear description of the district, building, site, landscape, structure, or object in which you will be working, including the address(es). If you don't have a physical address, provide the block or other area of potential effect. Describe the nature of your site, whether activities will take place in public space, streets, vacant lots, historic structures, etc. Include a map.

Madison Park and Community Center: 510 Cumberland Avenue, Madison, TN 37115
 Vacant city-owned residential lots: 734 Madison Blvd., Madison, TN 37115
 332 May Drive, Madison, TN 37115; 612 Bixler Ave., Madison, TN 37115

Organization:	Metro Nashville Arts Commission (Metro Arts)	Application/Award #:	16-970312
----------------------	--	-----------------------------	-----------

2. Describe your project activities, including whether the planned activities are temporary or permanent. Provide a short assessment of whether your project has the potential to have an effect on environmental or historic resources and whether that effect is an adverse effect.

If your project will physically alter a district, site, building, landscape, structure or object, or if you are working on a plan or design for such a site, describe. For example, if you are commissioning permanent public art, murals, or the design of a permanent structure, your project has the potential to have an adverse effect on environmental or historic resources under NEPA/NHPA.

Temporary public art projects are planned for the vacant lots. There are currently no structures on the sites and there will be no adverse effects on environmental factors or historic resources. All artwork plans will be examined by skilled project coordinators and each project will be planned to not have any detrimental affects to the land or surrounding areas. Materials will be environmentally sensitive and secured in a way that will not impact the sites.

Using matching funds, Metro Arts will plan and install permanent artworks at the existing Madison Park and new Community Center site. The artworks are being planned with Metro Parks and are part of the regular construction process and planning. There will be no adverse effects on environmental or historic resources for this project.

3. For the purposes of questions (a)-(i) below, a National Historic Register Place (NHRP) includes any district, site, building, structure, landscape or object that is included or eligible for inclusion on the NHRP, whether individually or as a contributing element. Generally, NHRP Sites will include

- (1) any place 50 years old or older,
- (2) any place included or eligible for inclusion in the NHRP, or
- (3) located in a historic district.

Additionally, understand that for a project to be temporary it must be 100% reversible.

a. Does your project involve a festival/public event of limited size or duration? If so, will there be any permanent effects on a NHRP Site(s) or any structures/installations erected or installed on an NHRP Site(s)?

No, there will be some community meetings at existing sites such as libraries and community centers. No NHRP sites are involved.

Organization:	Metro Nashville Arts Commission (Metro Arts)	Application/Award #:	16-970312
----------------------	--	-----------------------------	-----------

b. Does your project involve outdoor murals or other art on a NHRP Site(s) or adjacent to a NHRP Site(s)?

No.

c. Does your project involve temporary public art on a building 50 years or older (e.g., sculpture, statuary, banners, mixed media, painting)? If so, does the project necessitate the installation of hardware on a NHRP Site(s)?

No.

d. Does your project involve erecting or placing permanent wayfinding signs (e.g., artistic directional signs) adjacent to or on a NHRP Site(s)?

No.

e. Does your project involve installing small structures (e.g., benches, bus shelters, produce stands) attached to or dependent on a NHRP Site(s)? If so, describe the ground disturbance necessary for such an installation.

No.

Organization:	Metro Nashville Arts Commission (Metro Arts)	Application/Award #:	16-970312
----------------------	--	-----------------------------	-----------

f. Does your project involve landscape maintenance or rehabilitation (e.g., community garden, urban park) on a NHRP Site(s)? If so, where? Will it include the addition of new large scale landscape elements?

No.

g. Does your project involve in-kind replacements or repairs?

No.

h. Does your project involve conceptual planning/design/research (e.g., feasibility and planning studies, early design development work/conceptual drawings and renderings, asset mapping, design charrettes)?

Not on NHRP sites, but there will be design development work for the permanent artworks in Madison Park.

i. Does your project involve information gathering/data analysis/information dissemination (e.g., historic and cultural demonstrations, public affairs actions, studies, reports, document mailings, data analysis)?

Yes, information gathering.

Organization:	Metro Nashville Arts Commission (Metro Arts)	Application/Award #:	16-970312
----------------------	--	-----------------------------	-----------

4. If you are proposing a temporary or permanent public art project, or you are designing or planning a district, building, site, landscape, structure or object, you must provide us with the following detailed information: If any element of the district, building, site, landscape, structure or object (or adjacent properties) is 50 years old or older, describe that element in detail. For example, if you are working on a historic building or district (or there is one adjacent), describe the age (give year built if available), whether or not it's included in or eligible for inclusion in the National Register of Historic Places, and the type of activities being planned or designed for your project.

No structures are on the vacant properties. The Madison Park site involves a newly constructed Community Center, but the artwork will likely be on the landscape not attached to the building.

5. Provide a detailed description of any project activities that might now or someday have an effect on the environment so that we may review the actions under the NEPA. Be very specific. For example, if you will be doing cleanup of a site, describe exactly what needs to be cleaned. Is it litter on the site or toxic waste that needs to be cleaned up? If you will be installing public art, describe the previous use of the property and why you think the land is not likely to be contaminated.

The vacant properties are residential and not likely to be contaminated. We are not undertaking any clean-up efforts of toxic waste. The Madison Park is being managed by the Nashville Parks system and has been a Park for many years.

Organization:	Metro Nashville Arts Commission (Metro Arts)	Application/Award #:	16-970312
----------------------	--	-----------------------------	-----------

6. If an Indian tribe or Native Hawaiian organization might attach religious and/or cultural significance to historic properties touched by your project, describe.

None.

Project Budget Form

Rev. 5/31/16

This form can be used to submit your initial application budget and any subsequent budget revisions.

Detailed instructions for this form are available on our website at www.arts.gov/manageaward. Unless you are informed otherwise, you must match the NEA funds dollar for dollar.

- ✓ All costs included in this budget, whether paid for with NEA funds or your cost share, must be directly allocable to the project activity, allowable, and adequately documented per the General Terms & Conditions for NEA Awards. Actual, allowable expenditures must be reported on all payment requests and financial reports.
- ✓ Only include costs expected to be incurred within the period of performance, which can begin no earlier than the earliest allowable start date noted in the guidelines for this NEA funding opportunity. Costs such as salaries, wages, fringe benefits, and administrative overhead may need to be pro-rated to reflect this period.
- ✓ Provide a detailed breakdown of any large line items.
- ✓ For equipment, clearly note items to be rented or leased versus those to be purchased. For purchases, you must provide specific written justification for items with a unit value of \$5,000 or more, and a useful life of more than one year.
- ✓ Do not include unallowable costs such as receptions/parties, alcoholic beverages, cash prizes, construction, visa fees paid to the U.S. Government, unspecified foreign travel, or miscellaneous. Unallowable costs cannot be supported with NEA funds OR with matching funds. Learn more about unallowable costs in the How to Manage Your NEA Award Handbook.
- ✓ This budget cannot include overlapping project costs with any other Federal award, or include matching funds originating from a Federal source.

If you are revising your initial application, consider streamlining your project budget to help ease your administrative burden associated with managing a Federal award. See Project Description block below for more information.

IMPORTANT: All changes are subject to NEA approval.

Applicants and Recommended Applicants:

Return this form and additional pages (if necessary) as directed.

Current Award Recipients:

Submit this form to the Grants & Contracts Office at grants@arts.gov

Organization. Provide your legal name and mailing address.

Legal Name: Metropolitan Government of Nashville

Address:

Metro Arts
PO Box 196300
Nashville, TN 37219

Is This a New Address? Yes.

Application/Award # 16-970312

Project Budget Submission Date 11/30/2016

Period of Performance Requested (MM/DD/YYYY)

From

To

1 / 1 / 2017

12 / 31 / 2018

Project Description. Applicants: if this is your initial application budget provide a brief summary of your project. If you have provided narrative information in another format, you may attach that. If you are responding to a notification of recommended funding then describe any change(s) from your application, including changes in project activity. If there are no changes to the project scope, state that here. Current recipients requesting an amendment: review How To Manage Your NEA Award Handbook for more information. Attach additional pages as needed.

Metro Arts, The Housing Fund (a Community Development Financial Institution), The Metro Affordable Housing Trust Commission (Barnes Fund), the Mayor's Office of Economic Opportunity & Empowerment and the Financial Empowerment Centers will fund a series of temporary public art interventions, and artist-led community planning and workshops focused on affordable housing and production spaces, wealth building practices, and creative economic neighborhood policies within Madison, a corridor in Nashville, targeted for cultural and economic redevelopment in the city General Plan.

Project Budget Form

Authorizing Official. Identify the person who has the legal authority to approve this budget on behalf of your organization.

Name (Last, First) Cole, Jennifer Mr. Ms. Other _____
Title Executive Director
E-mail jennifer.cole@nashville.gov **Telephone** (615) 862 - 6733

Project Director. Identify the person who can answer specific questions about this project.

Name (Last, First) Vincent, Caroline Mr. Ms. Other _____
Title Director of Public Art
E-mail caroline.vincent@nashville.gov **Telephone** (615) 880 - 2377

Primary Contact. Identify the person who can answer specific questions about this budget. If the same as either above, leave blank.

Name (Last, First) Mr. Ms. Other _____
Title
E-mail **Telephone** () -

PROJECT COSTS

A. DIRECT COSTS

Salaries and Wages. Include salaried employees. Pro-rate salaries to reflect only those incurred within the period of performance. (List artists, consultants, and contractors under Other Costs.)

Title/Type of personnel	# of personnel	Annual salary/range	% of time allocated	Amount
				Total Salaries and Wages \$ _____ \$ 0
Fringe Benefits (%)				Total Fringe Benefits \$ _____
				Total Salaries, Wages, and Fringe Benefits \$ _____ \$ 0

Travel. Include transportation, lodging, and required subsistence during travel. Airfare charged to the award may not exceed the value of the least expensive class (e.g. coach) available. All foreign travel must be identified by country of origin/destination.

Travelers (name, role, or number of people)	Origin	Destination	Amount
			Total Travel \$ _____ \$ 0

Other COSTS. Include all other direct project costs here and continuing on the next page, such as artist or consultant fees, marketing/promotion, supplies and materials, publications, distribution, access accommodations such as sign language interpretation or braille (no construction/renovation costs), shipping/cartage, rental of venues or equipment etc. If you are not claiming Indirect Costs below, you may also include a pro-rated portion of administrative overhead.

Item	Amount
Temporary Art Commissions	\$ 60,000
Artist Fees for Organizing/Corridor Committee	\$ 19,500

Project Budget Form

Other COSTS (continued)

Workshop Teaching Stipends	\$ 3,000
Committee & Workshop Materials and Supplies	\$ 2,500
One Percent for Art Projects	\$ 85,000
Total Other COSTS \$	\$ 170,000
Total DIRECT COSTS (Total Salaries, Wages, and Fringe Benefits + Total Travel + Total Other COSTS)	\$ 170,000

B. INDIRECT COSTS. If applicable, include indirect costs as

A de minimis rate, not to exceed 10% of modified total direct costs. See 2 CFR 200.414 (f) for eligibility.

Approved as part of a current Federally-negotiated Indirect Cost Rate Agreement (provide copy of agreement).

Cognizant Agency	Type [select]	Rate (%)	Effective Period (From/To)	Base \$
Total INDIRECT COSTS				\$
TOTAL PROJECT COSTS (Total DIRECT COSTS + Total INDIRECT COSTS)				\$ 170,000

PROJECT INCOME

ORGANIZATION SHARE: CASH. Include your organization's contributions, cash donations, non-Federal grants, and revenues such as ticket income or tuition fees. Federal funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be used as match.

Source	Amount
One Percent for Public Art Projects	\$ 85,000
Total Cash \$	
\$ 85,000	

THIRD-PARTY IN-KIND. Include goods or services provided by individuals/entities outside of your organization (third-party contributions). All items listed here must correspond directly to a project cost line item to determine allowability.

Item and Source	Fair Market Value
Total In-Kind \$	
\$ 0	
Total Recipient Share for this Project \$	
\$ 85,000	
NEA AMOUNT	
\$ 85,000	
TOTAL PROJECT INCOME (RECIPIENT SHARE + NEA AMOUNT)	
\$ 170,000	

ORIGINAL

2017 JAN 10 AM 11:54

FILED
METROPOLITAN
CLERK

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2017-521

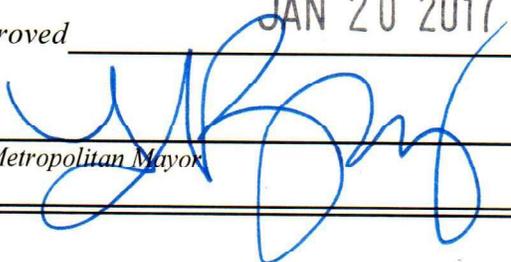
A resolution accepting a grant from the National Endowment for the Arts to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to fund a series of temporary public art interventions, artist-led community planning, workshops focused on affordable housing and production spaces, and targeted creative economic neighborhood policies within Madison for cultural and economic redevelopment in the city.

Introduced JAN 17 2017

Amended

Adopted JAN 17 2017

Approved JAN 20 2017

By 
Metropolitan Mayor



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-766, **Version:** 1

A resolution approving an application for an Assistance to Firefighters Grant from the U.S. Department of Homeland Security to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Fire Department, to protect the health and safety of the public and first responder personnel against fire and fire-related hazards.

WHEREAS, the U.S. Department of Homeland Security is accepting applications for an Assistance to Firefighters Grant, with an award of \$304,181.82 and a required cash match of \$30,418.18; 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 application for an Assistance to Firefighters Grant, with an award of \$304,181.82, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Fire Department is authorized to submit said application to the U.S. Department of Homeland Security.

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 Assistance to Firefighters grant in the amount of \$304,181.82 from the U.S. Department of Homeland Security to the Nashville Fire Department. These funds would be used to purchase first responder HazMat protective equipment.

If awarded, there will be a required local match of \$30,418.18.

GRANT APPLICATION

Grant Assistance to Firefighters Grant 21-23
Department: FIRE DEPARTMENT
Grantor: US DEPT OF HOMELAND SECURITY - FEMA
Pass-Through Grantor
Total \$304,181.82
Metro Cash \$30,418.18
Department Leigh Anne Burtchael
862-6364
Status NEW

Program Description:

The FY2020 Assistance to Firefighters grant will provide funds for the purchase of equipment to protect the health and safety of the public and first responders against fire and fire-related hazards.

Plan for continuation of services upon

We previously funded these expenses through 4% allocations.

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Kevin Crumboltto 1/27/2021
 Director of Finance Date ^{DS} TE

DocuSigned by:
Meki Eke 1/28/2021
 Metropolitan Attorney Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb 1/28/2021
 Director of Risk Management Systems Date

DocuSigned by:
John Cooper 1/28/2021
 Metropolitan Mayor Date ^{DS} (U)

(This application is contingent upon approval of the application by the Metropolitan Council.)

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
FIRE DEPARTMENT	032	Leigh Anne Burtchaell	862-6364	214-3680
Grant Name:	Assistance to Firefighters Grant 21-23			
Grantor:	US DEPT OF HOMELAND SECURITY - FEMA		Other:	
Grant Period From:	05/01/21	(applications only) Anticipated Application Date:	02/12/21	
Grant Period To:	04/30/23	(applications only) Application Deadline:	02/11/21	
Funding Type:	FED DIRECT	Multi-Department Grant <input type="checkbox"/> → If yes, list below.		
Pass-Thru:		Outside Consultant Project: <input type="checkbox"/>		
Award Type:	COMPETITIVE	Total Award: \$304,181.82		
Status:	NEW	Metro Cash Match: \$30,418.18		
Metro Category:	New Initiative	Metro In-Kind Match: \$0.00		
CFDA #	97.044	Is Council approval required? <input checked="" type="checkbox"/>		
Project Description:	Applic. Submitted Electronically? <input type="checkbox"/>			
The FY2020 Assistance to Firefighters grant will provide funds for the purchase of equipment to protect the health and safety of the public and first responders against fire and fire-related hazards.				
Plan for continuation of service after expiration of grant/Budgetary Impact:				
We previously funded these expenses through 4% allocations.				
How is Match Determined?				
Fixed Amount of \$		or	10.0%	% of Grant <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?	X	Fund	30003	Business Unit 32214600
Is not budgeted?		Proposed Source of Match:		4%
(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	29.54%	Indirect Cost of Grant to Metro:	\$89,855.31	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.	29.54%	Ind. Cost Requested from Grantor:	\$89,855.31 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	\$304,181.82			\$30,418.18	30003, 32214600		\$334,600.00	\$89,855.31	\$89,855.31
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$304,181.82	\$0.00	\$0.00	\$30,418.18		\$0.00	\$334,600.00	\$89,855.31	\$89,855.31
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
5173

GCP Rec'd
01/27/21

GCP Approved
01/27/21

VW

Fiscal Year (FY) 2020 Assistance to Firefighters Grants

Status: Pending submission

Application ID: EMW-2020-FG-13658

OMB number: 1660-0054, Expiration date: 11/30/2022 [View burden statement](#)

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application. All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

NASHVILLE, CITY OF

Information current from SAM.gov as of:	01/12/2021
DUNS (includes DUNS+4):	078217668
Employer Identification Number (EIN):	620694743
Organization legal name:	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF
Organization (doing business as) name:	NASHVILLE, CITY OF
Mailing address:	P.O. BOX 196300 NASHVILLE, TN 37219-6300
Physical address:	1 PUBLIC SQ NASHVILLE, TN 37201-5007
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 01/10/2021

Applicant information

Please provide the following additional information about the department or organization applying for this grant.

Applicant name (i.e., fire department name)

Nashville Fire Department

Main address of location impacted by this grant

Main address 1

63 Hermitage Ave.

Main address 2

Optional

City

Nashville

State/territory

Tennessee

Zip code

37206

Zip extension

0000

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Davidson County

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award. Please provide the following additional information about the applicant.

Applicant type

Fire Department/Fire District

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

- Yes
- No

What kind of organization do you represent?

All Paid/Career

How many active firefighters does your department have who perform firefighting duties?

850

How many of your active firefighters are trained to the level of Firefighter I or equivalent?

850

How many of your active firefighters are trained to the level of Firefighter II or equivalent?

850

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

- Yes
- No

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

- Meets NFPA or 1582 standard
- Meets NTSB or DOT standard
- Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?

850

Does your department have a Community Paramedic program?

- Yes
- No

How many stations are operated by your department?

39

Does your organization protect critical infrastructure of the state?

- Yes
- No

Please describe the critical infrastructure protected below.

Nashville Fire Department protects the State Capitol and all State buildings, and one of the main AT&T switchboards for all communications throughout the Southeast that covers over 7 States. We have 3 main interstates that converge in Nashville. The main data center (Tennessee Data Center) for all of Wall Street trading is in Nashville (both AT&T and the Tennessee Data Center are considered national infrastructure). We protect the Nashville International Airport, and the two main rail lines that converge in Nashville as well as two main gas lines that pass through Davidson County. Busy commercial river traffic with 3 main fuel depots are located in the county. Interstate 40 is also a main corridor of transport for nuclear fuel rods and

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

- Yes
- No

Please enter your FDIN/FDID.

19632

Please describe the critical infrastructure protected below.

States: we have 3 main interstates that converge in Nashville. The main data center (Tennessee Data Center) for air or viral street trading is in Nashville (Downtown) and the Tennessee Data Center are considered national infrastructure. We protect the Nashville International Airport, and the two main rail lines that converge in Nashville as well as two main gas lines that pass through Davidson County. Busy commercial river traffic with 3 main fuel depots are located in the county. Interstate 40 is also a main corridor of transport for nuclear fuel rods and nuclear warheads that travel through Nashville Davidson County with frequency.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

- Yes
- No

Please enter your FDIN/FDID.

19532

Operating budget

What is your organization's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current Fiscal Year

2021

Fiscal Year	Operating budget
2021	\$133,444,800.00
2020	\$130,017,600
2019	\$128,639,700

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

92 %

Does your department have any rainy day reserves, emergency funds, or capital outlay?

- Yes
- No

What percentage of the declared operating budget is derived from the following

	2021	2020	2019
Taxes	73.15 %	66.3 %	66.3 %
Bond issues	0 %	0 %	0 %
EMS billing	9.68 %	15.1 %	14.6 %
Grants	17.17 %	18.3 %	18.7 %
Donations	0 %	0 %	0 %
Fund drives	0 %	0 %	0 %
Fee for service	0 %	0 %	0 %
Other	0 %	0.3 %	0.4 %
Totals	100 %	100 %	100 %

Please explain the "Other" portion of the declared operating budget.

Fund balance appropriated.

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

The city of Nashville is resilient. We've survived direct hits from tornadoes, historic floods, bombings, viruses, economic downturns and continue to protect the city through all this hardship. What makes our case all the more challenging is the fact that all erstwhile stated incidents cause us to never get ahead in terms of budgets. We provide not just a service for Nashville, Davidson County but we support the entire mid region of the State of Tennessee in terms of support for HazMat and Fire when needed. We also have an aggressive training regime supported by IAFF and TEMA that requires our department to use a lot of our equipment to support these mutual aid calls as well as training. 92% of our budget goes strictly towards

personnel salaries, 4% goes towards maintenance, fuel costs of equipment and supplies, and the other 4% goes towards utilities and incidental costs. Our budget is extremely tight to the point that it would take us up to 4 years to purchase this equipment outright, if at all. For the first time since before the flood of 2010 we felt like we would finally be able to get ahead in terms of budgeting asks from the city, but 2020 had other plans for us as well as the rest of the world with the tornado marching across the County, numerous riots and a bombing for Christmas. To that end we're hoping to receive funding to enhance and or replace non-functioning monitors to bring our monitoring capabilities back up to FEMA standards to support not

just the city of Nashville but the State of Tennessee.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

- Yes
- No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

- Yes
- No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

- Yes
- No

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2020	2019	2018
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	12	6	4
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	18	12	15

What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="3"/>

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

Seated riding positions
 The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero.

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface	<input type="text" value="39"/>	<input type="text" value="9"/>	<input type="text" value="288"/>
Ambulances for transport and/or emergency response	<input type="text" value="28"/>	<input type="text" value="12"/>	<input type="text" value="246"/>
Tankers or tenders (water capacity of 1,000 gallons or more)	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="5"/>
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint	<input type="text" value="12"/>	<input type="text" value="5"/>	<input type="text" value="102"/>
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine	<input type="text" value="5"/>	<input type="text" value="1"/>	<input type="text" value="6"/>
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit	<input type="text" value="6"/>	<input type="text" value="2"/>	<input type="text" value="48"/>
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle	<input type="text" value="8"/>	<input type="text" value="1"/>	<input type="text" value="54"/>

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?

- Yes
- No

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

With the population explosion not just to Davidson County but all surrounding Counties, we're seeing ever increasing call volume throughout the whole County but more so to the Eastern and Southern part of the County in the last 24 months. Nashville is still rapidly growing with large scale events scheduled and with recent bombing of the AT&T building we no longer are hiding some critical infrastructure in plain sight. This all poses a "new risk" for our infrastructure and safety of our citizens, tourists and responders.

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served

County ▼

What type of community does your organization serve?

Urban

What is the square mileage of your first due response zone/jurisdiction served?

533

What percentage of your primary response area is protected by hydrants?

100

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	36
Commercial and industrial purposes	14
Residential purposes	50
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served?

750000

Do you have a seasonal increase in population?

- Yes
- No

Please describe your organization and/or community that you serve.

The Nashville Fire Department serves the Metropolitan Government of Davidson County for Nashville, Tennessee covering over 533 square miles, with a growing population of over 700,000 residents and swells to over 1,200,000 through the work week. We have 1150 personnel with 39 engines, 12 aerial ladder trucks, 4 heavy rescue trucks, 2 HazMat trucks, staffed with up to 4 EMTs and/or Paramedics each as well as 28 ALS ambulances, 15 District Chiefs, and 2 mobile Air trucks.

Call volume

Please provide the total number of incidents that your organization responded to for each year of the previous three year period (Jan - Dec). Include only those alarms which your organization was a primary responder and not second due or giving Mutual Aid.

Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g. a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).

Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

Summary of responses per year per category	2020	2019	2018
NFIRS Series 100: Fire	3088	2748	2370
NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)	155	137	107

NFIRS Series 300: Rescue & Emergency Medical Service Incident	78471	84250	79813
NFIRS Series 400: Hazardous Condition (No Fire)	3700	3447	2582
NFIRS Series 500: Service Call	5554	6747	5640
NFIRS Series 600: Good Intent Call	21554	19137	16469
NFIRS Series 700: False Alarm & False Call	9165	9433	12990
NFIRS Series 800: Severe Weather & Natural Disaster	50	57	20
NFIRS Series 900: Special Incident Type	94	133	78
Total	121831	126089	120069

Fire

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2020	2019	2018
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-123)?	1256	914	861
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)?	558	508	455
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)?	135	185	150
Total	1949	1607	1466

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

Total acreage per year	2020	2019	2018
What is the total acreage of all vegetation fires?	81	122	82

Rescue and emergency medical service incidents

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2020	2019	2018
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)?	8215	9295	8403

Of the NFIRS Series 300 calls, how many are "Extractions from Vehicles" (NFIRS Code 352)?	8	13	9
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)?	414	475	540
How many EMS-BLS Response Calls?	0	0	0
How many EMS-ALS Response Calls?	70493	82221	79474
How many EMS-BLS Scheduled Transports?	0	0	0
How many EMS-ALS Scheduled Transports?	0	0	0
How many Community Paramedic Response Calls?	0	0	0
Total	79130	92004	88426

Mutual and automatic aid

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2020	2019	2018
How many times did your organization receive Mutual Aid?	0	0	4
How many times did your organization receive Automatic Aid?	22	2	4
How many times did your organization provide Mutual Aid?	0	2	7
How many times did your organization provide Automatic Aid?	512	9	6
Of the Mutual and Automatic Aid responses, how many were structure fires?	21	2	3
Total	555	15	24

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$50,000 in federal resources.

- Yes
 No



Instructions

If you intend to request funds for an activity, you must answer all of the activity specific questions and specify at least one budget item [budget object class information](#). The cost figures you provide do not have to be firm quotes from your vendors, but they should be estimated based on research of current prices (i.e., check with at least two vendors for your estimates). If you do not have these estimates, you can come back and modify this area at any point before you submit your application to DHS. The Assistance to Firefighters Grant Program does not allow for any grant funds to be used for construction. Select grant writer fee when adding an activity if there is a grant-writing fee associated with the preparation of the request

Grand total: \$334,600.00

Add activity

Program area: Operations and safety

Total requested for Equipment activity: \$334,600.00

Remove activity

Add item to Equipment

Please add the projects and items in your application for equipment. For each item you want funded, provide the requested information. Note: the unit price amount should reflect any volume discounts, rebates, etc. The option to select additional funding is available when adding items to support your request.

Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will perform the second phase of the applications' evaluations by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information.

You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting but you can expand the size of the narrative block. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs.

Project Description and Budget: Clearly explain the organization's project objectives and the relationship to your organization's budget (e.g., personnel, equipment, contracts, etc.) and risk analysis by providing statistics to justify the needs. Describe the various activities to be implemented, including program priorities or facility modifications, to include details on how these are consistent with project objectives, your organization's mission and national, state, and/or local requirements. Provide details that link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

This project is to bring Nashville Fire Department up to the FEMA Resource Typing HazMat Type 1 accreditation. Nashville Fire Department has equipment that is deemed obsolete and/or is out of compliance with current standards. While the equipment we currently have is operable, the technology is over 5 years old in most cases and some pieces older than that. Other pieces of equipment we currently have, have either been dropped, damaged or oversaturated affecting the motherboard, chips or displays to the point they are unusable. In order to be compliant with the current and updated FEMA standards to meet the Type 1 HazMat rating the equipment being asked for assistance in funding meets all high priority requests. If request for funding is approved, this will help our program greatly to enhance our State Civil Support Team in the unlikely event they are unavailable for response in the State. With the request for equipment it will greatly improve not just the safety of our responders but the public by getting quick and effective public safety samples before sending samples to the State lab. It will also be of great assistance to our federal partners and the Joint Terrorism Task Force.

Cost Benefit: Describe how you plan to address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets. The Operations and Safety Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The request should also be consistent with your organization's mission and identify how funding will benefit your organization and affected personnel.

92% of our working budget is in salary alone. The other 8% is broken up in maintenance, utilities, fuel, equipment, etc. We currently can't afford to replace a light fleet vehicle valued at \$35,000. With tight budgets as they are currently with the city of Nashville, we strive to find any and all help in obtaining or maintaining our front line equipment to support our responders, surrounding agencies and the public with shared costs through grant funding. The cost benefit is tremendous especially when keeping with current trends in population, call volume and resources limited in the region.

Statement of Effect on Operations: Explain how this funding request will enhance the organization's overall effectiveness. Describe how the grant award will improve daily operations and reduce the organization's risk(s) including how frequently the requested item(s) will be used and in what capacity. Indicate how the requested item(s) will help the community and increase the organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

With current equipment either out of date, damaged beyond repair or simply no longer cost effective to meet standards put forth by FEMA, this grant, if awarded will greatly enhance our organization's overall effectiveness in mitigating all hazards safely, swiftly and effectively. By using up to date equipment it vastly increases the response level by giving more precise and accurate measurements to safely make a determination at any incident or event.

 [Close](#) ▾

Item [✖ Remove item](#)

CBRNE-related Equipment ▾

QUANTITY	UNIT PRICE	TOTAL	Budget class
18	\$450.00	\$8,100.00	Equipment ▾

Description

Personal single-gas monitors that can reliably and accurately monitor a full range of common toxic industrial chemicals (TICs), volatile organic compounds (VOCs), combustible gases, carbon dioxide (CO2), and Oxygen (O2).

Generally the equipment purchased under this grant program will:

Upgrade technology to current standard ▾

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

- Yes
- No

 [Close](#) ▾

Item [✖ Remove item](#)

CBRNE-related Equipment ▾

QUANTITY	UNIT PRICE	TOTAL	Budget class
<input type="text" value="1"/>	<input type="text" value="\$91,000.00"/>	\$91,000.00	<input type="text" value="Equipment"/>

Description

GS/MS Spectrometer. Used to sample vapor, solids and liquids at trace amounts. This equipment is required to have Type 1 HazMat accreditation.

Generally the equipment purchased under this grant program will:

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

- Yes
- No

 [Close](#)

Item [Remove Item](#)

QUANTITY	UNIT PRICE	TOTAL	Budget class
<input type="text" value="2"/>	<input type="text" value="\$2,500.00"/>	\$5,000.00	<input type="text" value="Equipment"/>

Description

Colorimetric tube kit.

Generally the equipment purchased under this grant program will:

Specify the age of equipment in years:

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

- Yes
- No



Close ▾

Item

[✖ Remove item](#)

CBRNE-related Equipment ▾

QUANTITY	UNIT PRICE	TOTAL	Budget class
10	\$4,800.00	\$48,000.00	Equipment ▾

Description

0 gas air monitors.

Generally the equipment purchased under this grant program will:

Upgrade technology to current standard ▾

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

- Yes
- No

 [Close](#) ▾

Item [✖ Remove item](#)

CBRNE-related Equipment ▾

QUANTITY	UNIT PRICE	TOTAL	Budget class
2	\$57,000.00	\$114,000.00	Equipment ▾

Description

Raman Spectrometer.

Generally the equipment purchased under this grant program will:

Replace unusable/unrepairable equipment to meet current standard ▾

Specify the age of equipment in years:

10

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

- Yes
- No

 [Close](#) ▾

Item [✖ Remove item](#)

CBRNE-related Equipment ▾

✓ Close ▾

Item ✕ Remove Item

CBRNE-related Equipment ▾

QUANTITY	UNIT PRICE	TOTAL	Budget class
3	\$5,000.00	\$15,000.00	Equipment ▾

Description

Flame Ionization Detector

Generally the equipment purchased under this grant program will:

Obtain equipment to achieve minimum operational and deployment standards for ex ▾

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

Yes
 No

Is your department trained in the proper use of the equipment being requested?

Yes
 No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

Yes
 No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

Yes
 No

✓ Close ▾

Item ✕ Remove item

CBRNE-related Equipment ▾

QUANTITY	UNIT PRICE	TOTAL	Budget class
3	\$10,500.00	\$31,500.00	Equipment ▾

Description

Nerve agent detector

Generally the equipment purchased under this grant program will:

Replace unusable/unrepairable equipment to meet current standard

Specify the age of equipment in years:

15

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

- Yes
- No



Close

Item

[Remove Item](#)

CBRNE-related Equipment

QUANTITY

UNIT PRICE

TOTAL

Budget class

3

\$5,000.00

\$15,000.00

Equipment

Description

Photo Ionization detector.

Generally the equipment purchased under this grant program will:

Replace unusable/unrepairable equipment to meet current standard

Specify the age of equipment in years:

10

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

- Yes
- No

 [Close](#) ▾

Item [✖ Remove item](#)

CBRNE-related Equipment ▾

QUANTITY	UNIT PRICE	TOTAL	Budget class
2	\$3,500.00	\$7,000.00	Equipment ▾

Description

2 HazMat Grounding and Bonding Kits used for transfer of product from one container to another safely.

Generally the equipment purchased under this grant program will:

Obtain equipment to achieve minimum operational and deployment standards for ex ▾

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

- Yes
- No

Is your department trained in the proper use of the equipment being requested?

- Yes
- No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

- Yes
- No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

- Yes
- No

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	9	\$334,600.00
Total	9	\$334,600.00

Is your proposed project limited to one or more of the [following activities](#) : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

- Yes
- No

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$334,600.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$334,600.00
Indirect charges	\$0.00
TOTAL	\$334,600.00
Non-federal resources	
Applicant	\$30,418.18
State	\$0
Other sources	\$0
Remarks	Our indirect costs for this grant is figured at 29.54%

Total Federal and Non-federal resources	
Federal resources	\$304,181.82
Non-federal resources	\$30,418.18
TOTAL	\$334,600.00
Program income	\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

- Yes
- No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MRS Leigh Burtchaell Finance leighanne.burtchaell@nashville.gov	Primary phone 6158626364 Work Fax	Additional phones 6158625424 Work	Edit
--	--	--	----------------------

Assurances and certifications

SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. A§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

- The applicant is not currently required to submit the SF-LLL

Review application

[Submit for signature](#)

	This application is ready to submit for signature Submit this application for final signature to complete the application submission process.	
	SAM.gov profile	View/edit
	Applicant Information	View/edit
	Applicant characteristics	View/edit
	Operating budget	View/edit
	Community description	View/edit
	Applicant and community trends	View/edit
	Call volume	View/edit
	Grant request details	View/edit
	Grant request summary	View/edit
	Budget summary	View/edit
	Contact information	View/edit
	Assurances and certifications	View/edit



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-767, Version: 1

A resolution approving amendment three to a grant from the Tennessee Department of Health to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, previously entered into a grant agreement with the Tennessee Department of Health for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities, approved by RS2018-1342; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$17,500.00 from \$1,039,200.00 to \$1,056,700.00; a copy of which amendment three is attached hereto; and,

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

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

Section 1. That amendment three to the grant by and between the Tennessee Department of Health and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities, a copy of which amendment three is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

Analysis

This resolution approves the third amendment to a grant from the Tennessee Department of Health to the Metropolitan Board of Health for the Healthy Start Home Visiting Program. This program identifies and provides comprehensive services to improve outcomes for eligible families who reside in at-risk communities. The grant was approved by Resolution No. RS2018-1342. This amendment would increase the grant by \$17,500, from \$1,039,200 to \$1,056,700.

GRANT SUMMARY SHEET

Grant Healthy Start 19 Amendment 3

Department: HEALTH DEPARTMENT

Grantor: TENNESSEE DEPARTMENT OF HEALTH

Pass-Through Grantor

Total Award this \$17,500.00

Cash Match \$0.00

Department Brad Thompson
340-0407

Status AMENDMENT

Program Description:

Grant from the State of Tennessee Department of Health to provide funding for the Healthy Start Home Visiting program. Services are provided to qualified families beginning prenatally or at birth and extending to at least the first three years of the child's life. These services consist of providing developmental screening, ensuring children receive immunizations, and ensuring children remain free from abuse and neglect. Amendment 2 adds an additional \$17,500.00 to the previous total of \$1,039,200.00 for a new total of \$1,056,700.00.

Plan for continuation of services upon

End the program.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
HEALTH DEPARTMENT	038	Brad Thompson			340-0407		
Grant Name:	Healthy Start 19 Amendment 3						
Grantor:	TENNESSEE DEPARTMENT OF HEALTH				Other:		
Grant Period From:	07/01/18	<small>(applications only)</small> Anticipated Application Date:					
Grant Period To:	09/30/21	<small>(applications only)</small> Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.		
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	FORMULA	Total Award:		\$17,500.00			
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 type="checkbox"/>			
Project Description:	Grant from the State of Tennessee Department of Health to provide funding for the Healthy Start Home Visiting program. Services are provided to qualified families beginning prenatally or at birth and extending to at least the first three years of the child's life. These services consist of providing developmental screening, ensuring children receive immunizations, and ensuring children remain free from abuse and neglect. Amendment 2 adds an additional \$17,500.00 to the previous total of \$1,039,200.00 for a new total of \$1,056,700.00.						
Plan for continuation of service after expiration of grant/Budgetary Impact:							
End 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:			4.50	Actual number of positions added:		1.66	
Departmental Indirect Cost Rate			23.54%	Indirect Cost of Grant to Metro:		\$248,747.18	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No			% Allow.	14.90%	Ind. Cost Requested from Grantor:		
					\$157,400.00 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	FY19		\$324,500.00		\$0.00		\$0.00	\$324,500.00	\$76,387.30	\$46,500.00
Yr 2	FY20		\$325,400.00		\$0.00		\$0.00	\$325,400.00	\$76,599.16	\$47,400.00
Yr 3	FY21		\$325,400.00		\$0.00		\$0.00	\$325,400.00	\$76,599.16	\$50,200.00
Yr 4	FY22		\$81,400.00		\$0.00		\$0.00	\$81,400.00	\$19,161.56	\$13,300.00
Yr 5	FY__									
Total		\$0.00	\$1,056,700.00	\$0.00	\$0.00		\$0.00	\$1,056,700.00	\$248,747.18	\$157,400.00
Date Awarded:			01/19/21	Tot. Awarded:		\$17,500.00	Contract#:		34347-48419-3	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
5168

GCP Rec'd
01/20/21

GCP Approved
01/20/21

**AMENDMENT 3
OF GRANT CONTRACT GG1960040-02**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Metropolitan Government of Nashville and 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 One Million Fifty Six Thousand Seven Hundred Dollars (\$1,056,700.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
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 ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by: <i>Tina Lester</i>	1/19/2021
5EE94599A8D6403... Interim Administrative Director Metro Public Health Department	Date

DocuSigned by: <i>Alex Jahangir</i>	1/19/2021
7F973F49A06A4DF... Chair, Board of Health	Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance	Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Lisa Piercey, MD, MBA, FAAP
Commissioner

Date

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018, and ending September 30, 2021. ROLLUP				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$564,500.00	\$0.00	\$564,500.00
2	Benefits & Taxes	\$235,900.00	\$0.00	\$235,900.00
4, 15	Professional Fee/ Grant & Award ²	\$15,000.00	\$0.00	\$15,000.00
5	Supplies	\$48,100.00	\$0.00	\$48,100.00
6	Telephone	\$12,300.00	\$0.00	\$12,300.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$23,300.00	\$0.00	\$23,300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (% and method)	\$157,400.00	\$0.00	\$157,400.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,056,700.00	\$0.00	\$1,056,700.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 2)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018, and ending June 30, 2019. YEAR 1				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$174,400.00	\$0.00	\$174,400.00
2	Benefits & Taxes	\$71,400.00	\$0.00	\$71,400.00
4, 15	Professional Fee/ Grant & Award ²	\$5,000.00	\$0.00	\$5,000.00
5	Supplies	\$15,000.00	\$0.00	\$15,000.00
6	Telephone	\$5,000.00	\$0.00	\$5,000.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$7,000.00	\$0.00	\$7,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (% and method)	\$46,500.00	\$0.00	\$46,500.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$324,500.00	\$0.00	\$324,500.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 3)

YEAR 1

SALARIES								AMOUNT
Name, Title	Monthly Salary		# of Months		% of time		(Longevity, if applicable)	
Jamika Jackson, Program Specialist	\$3,000.00	x	7	x	100%	+	(Longevity, if applicable)	\$21,000.00
Berivan Yahya, Program Specialist	\$1,479.91	x	4	x	100%	+	(Longevity, if applicable)	\$5,919.64
Vacant, Program Specialist	\$1,479.91	x	8	x	100%	+	(Longevity, if applicable)	\$11,839.28
Wanda Barr, Program Specialist	\$3,217.93	x	12	x	100%	+	\$825.00 (Longevity, if applicable)	\$39,440.16
Shetuka Jones, Program Specialist	\$2,801.97	x	12	x	100%	+	(Longevity, if applicable)	\$33,623.64
Yolanda Radford, Program Specialist	\$5,139.80	x	12	x	100%	+	\$935.00 (Longevity, if applicable)	\$62,612.60
ROUNDED TOTAL								\$174,400.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Consultant to assist with evidence-based model accreditation review	\$5,000.00
ROUNDED TOTAL	\$5,000.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Travel, one conference/training	\$7,000.00
ROUNDED TOTAL	\$7,000.00

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 4)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2019, and ending June 30, 2020. YEAR 2				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$163,200.00	\$0.00	\$163,200.00
2	Benefits & Taxes	\$73,800.00	\$0.00	\$73,800.00
4, 15	Professional Fee/ Grant & Award ²	\$5,000.00	\$0.00	\$5,000.00
5	Supplies	\$22,000.00	\$0.00	\$22,000.00
6	Telephone	\$5,000.00	\$0.00	\$5,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$9,000.00	\$0.00	\$9,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (% and method)	\$47,400.00	\$0.00	\$47,400.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$325,400.00	\$0.00	\$325,400.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 5)

YEAR 2

SALARIES								AMOUNT	
Name, Title	Monthly Salary		# of Months		% of time				
Yolanda Radford, Program Specialist 3	\$5,331.04	x	12	x	100%	+	\$935.00	(Longevity, if applicable)	\$64,907.48
Vacant, Program Specialist 1	\$2,841.00	x	3	x	100%	+		(Longevity, if applicable)	\$8,523.00
Jamika Jackson, Program Specialist 1	\$3,160.94	x	9	x	100%	+		(Longevity, if applicable)	\$28,448.46
Shetuka Jones, Program Specialist 1	\$3,003.29	x	12	x	100%	+		(Longevity, if applicable)	\$36,039.48
Wanda Barr, Program Specialist 1	\$3,267.15	x	7.5	x	100%	+	\$825.00	(Longevity, if applicable)	\$25,328.63
ROUNDED TOTAL									\$163,200.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Prevent Child Abuse annual dues	\$5,000.00
ROUNDED TOTAL	\$5,000.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Travel, One Conference/Training	\$9,000.00
ROUNDED TOTAL	\$9,000.00

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 6)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2020, and ending June 30, 2021. YEAR 3				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$179,200.00	\$0.00	\$179,200.00
2	Benefits & Taxes	\$71,700.00	\$0.00	\$71,700.00
4, 15	Professional Fee/ Grant & Award ²	\$5,000.00	\$0.00	\$5,000.00
5	Supplies	\$10,300.00	\$0.00	\$10,300.00
6	Telephone	\$2,000.00	\$0.00	\$2,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$7,000.00	\$0.00	\$7,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (20% of Salaries & Benefits)	\$50,200.00	\$0.00	\$50,200.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$325,400.00	\$0.00	\$325,400.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 7)

YEAR 3

SALARIES								AMOUNT	
Name, Title	Monthly Salary		# of Months		% of time				
Yolonda Radford, Program Specialist	5,342.26	x	12	x	100%	+	\$935.00	(Longevity, if applicable)	\$65,042.12
Shetuka Jones, Program Specialist	3,060.70	x	12	x	100%	+		(Longevity, if applicable)	\$36,728.40
Amany Shehata, Program Specialist	2,869.40	x	9	x	100%	+		(Longevity, if applicable)	\$25,824.60
Vacant, Program Specialist	2,869.40	x	12	x	50%	+		(Longevity, if applicable)	\$17,216.40
Vacant, Program Specialist	2,869.40	x	12	x	100%	+		(Longevity, if applicable)	\$34,432.80
ROUNDED TOTAL									\$179,200.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Prevent Child Abuse annual dues	\$5,000.00
TOTAL	\$5,000.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine travel, one conference/training	\$7,000.00
TOTAL	\$7,000.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 8)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2021, and ending September 30, 2021. YEAR 4				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$47,700.00	\$0.00	\$47,700.00
2	Benefits & Taxes	\$19,000.00	\$0.00	\$19,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$800.00	\$0.00	\$800.00
6	Telephone	\$300.00	\$0.00	\$300.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (20% of Salaries & Benefits)	\$13,300.00	\$0.00	\$13,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$81,400.00	\$0.00	\$81,400.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 9)

YEAR 4

SALARIES								AMOUNT
Name, Title	Monthly Salary		# of Months		% of time			
Yolonda Radford, Program Specialist	5,342.26	x	3	x	100% +	\$935.00	Longevity	\$16,961.78
Shetuka Jones, Program Specialist	3,060.70	x	3	x	100% +			\$9,182.10
Amany Shehata, Program Specialist	2,869.40	x	3	x	100% +			\$8,608.20
Vacant, Program Specialist	2,869.40	x	3	x	50% +			\$4,304.10
Vacant, Program Specialist	2,869.40	x	3	x	100% +			\$8,608.20
ROUNDED TOTAL								\$47,700.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine travel, one conference/training	\$300.00
TOTAL	\$300.00

RESOLUTION NO. RS2020-566

A resolution approving amendment two to a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, previously entered into a grant agreement with the State of Tennessee, Department of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities, approved by RS2018-1342; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$309,100.00 from \$730,100.00 to 1,039,200.00 and to extend the end date of the grant term to September 30, 2021, a copy of which amendment two is attached hereto; and,

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

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

Section 1. That amendment two to the grant by and between the State of Tennessee, Department of Health, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities, a copy of which amendment two is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:

Kymonte Brown
[Signature]
Zulfat Suara

Member(s) of Council

[Signature]

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Nicki Elie
Assistant Metropolitan Attorney

 <h2 style="margin: 0;">GRANT AMENDMENT</h2>					
Agency Tracking #	Edison ID	Contract #	Amendment #		
34347-48419	60040	GG-19-60040-01	2		
Contractor Legal Entity Name				Edison Vendor ID	
Metropolitan Government of Nashville and Davidson County				4	
Amendment Purpose & Effect(s)					
To extend contract Term and increase Maximum Liability					
Amendment Changes Contract End Date:			End Date:		
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			September 30, 2021		
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					\$ 309,100.00
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$324,500.00				\$324,500.00
2020	\$325,400.00				\$325,400.00
2021	\$312,025.00				\$312,025.00
2022	\$77,275.00				\$77,275.00
TOTAL:	\$1,039,200.00				\$1,039,200.00
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. <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Eric Bucholz</div>				CPO USE	
Speed Chart (optional)		Account Code (optional)			
HL00000710		71301000			

**AMENDMENT TWO
OF GRANT CONTRACT GG-19-60040-01**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Metropolitan Government of Nashville and 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:

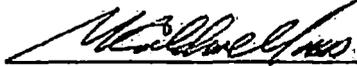
1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective for the period beginning on October 1, 2018, ("Effective Date") and ending on September 30, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
2. 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 One Million Thirty-Nine Thousand Two Hundred Dollars (\$1,039,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
3. 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 ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

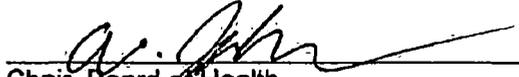
IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Director, Metro Public Health Department

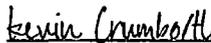
Sept 10, 2020
Date



Chair, Board of Health

9/10/2020
Date

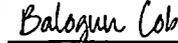
APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:


Director, Department of Finance

9/23/2020
Date

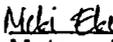
APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:


Director of Risk Management Services

9/24/2020
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:


Metropolitan Attorney

9/23/2020
Date



Metropolitan Mayor

OCT 07 2020
Date

ATTEST:



Metropolitan Clerk

OCT 07 2020
Date

DEPARTMENT OF HEALTH:

Lisa Piercey, MD, MBA, FAAP
Commissioner

Date

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1 of 9)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018, and ending September 30, 2020. ROLLUP				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$609,700.00	\$0.00	\$609,700.00
2	Benefits & Taxes	\$253,200.00	\$0.00	\$253,200.00
4, 15	Professional Fee/ Grant & Award ²	\$6,000.00	\$0.00	\$6,000.00
5	Supplies	\$28,800.00	\$0.00	\$28,800.00
6	Telephone	\$11,300.00	\$0.00	\$11,300.00
7	Postage & Shipping	\$2,000.00	\$0.00	\$2,000.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$20,600.00	\$0.00	\$20,600.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (% and method)	\$107,600.00	\$0.00	\$107,600.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,039,200.00	\$0.00	\$1,039,200.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 2 of 9)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018, and ending June 30, 2019. YEAR 1				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$174,400.00	\$0.00	\$174,400.00
2	Benefits & Taxes	\$71,400.00	\$0.00	\$71,400.00
4, 15	Professional Fee/ Grant & Award ²	\$5,000.00	\$0.00	\$5,000.00
5	Supplies	\$15,000.00	\$0.00	\$15,000.00
6	Telephone	\$5,000.00	\$0.00	\$5,000.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$7,000.00	\$0.00	\$7,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (% and method)	\$46,500.00	\$0.00	\$46,500.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$324,500.00	\$0.00	\$324,500.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 3 of 9)

YEAR 1

SALARIES								AMOUNT
Name, Title	Monthly Salary		# of Months		% of time		(Longevity, if applicable)	
Jamika Jackson, Program Specialist	3000	x	7	x	100%	+		\$21,000.00
Berivan Yahya, Program Specialist	1479.91	x	4	x	100%	+		\$5,919.64
Vacant, Program Specialist	1479.91	x	8	x	100%	+		\$11,839.28
Wanda Barr, Program Specialist	3217.93	x	12	x	100%	+	\$825.00	\$39,440.16
Shetuka Jones, Program Specialist	2801.97	x	12	x	100%	+		\$33,623.64
Yolanda Radford, Program Specialist	\$5,139.80	x	12	x	100%	+	\$935.00	\$62,612.60
ROUNDED TOTAL								\$174,400.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Consultant to assist with evidence-based model accreditation review	\$5,000.00
ROUNDED TOTAL	\$5,000.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Travel, one conference/training	\$7,000.00
ROUNDED TOTAL	\$7,000.00

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 4 of 9)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2019, and ending June 30, 2020. YEAR 2				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$197,400.00	\$0.00	\$197,400.00
2	Benefits & Taxes	\$84,000.00	\$0.00	\$84,000.00
4, 15	Professional Fee/ Grant & Award ²	\$800.00	\$0.00	\$800.00
5	Supplies	\$6,000.00	\$0.00	\$6,000.00
6	Telephone	\$2,800.00	\$0.00	\$2,800.00
7	Postage & Shipping	\$800.00	\$0.00	\$800.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$6,000.00	\$0.00	\$6,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (% and method)	\$27,600.00	\$0.00	\$27,600.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$325,400.00	\$0.00	\$325,400.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 5 of 9)

YEAR 2

SALARIES								AMOUNT	
Name, Title	Monthly Salary		# of Months		% of time				
Yolanda Radford, Program Specialist 3	\$5,267.93	x	12	x	100%	+	\$935.00	(Longevity, if applicable)	\$64,150.16
Nicole Barr, Program Specialist 1	\$3,401.82	x	12	x	100%	+	\$900.00	(Longevity, if applicable)	\$41,721.84
Jamika Jackson, Program Specialist 1	\$3,217.94	x	12	x	100%	+		(Longevity, if applicable)	\$38,615.28
Shetuka Jones, Program Specialist 1	\$2,942.12	x	12	x	100%	+		(Longevity, if applicable)	\$35,305.44
Berivan Yahya, Program Specialist 1	\$2,942.12	x	12	x	50%	+		(Longevity, if applicable)	\$17,652.72
ROUNDED TOTAL									\$197,400.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Consultant for Certified Parent Educator training	\$800.00
ROUNDED TOTAL	\$800.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Out of Country travel	\$1,200.00
Local travel	\$4,800.00
ROUNDED TOTAL	\$6,000.00

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 6 of 9)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2020, and ending September 30, 2020. YEAR 3				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$48,900.00	\$0.00	\$48,900.00
2	Benefits & Taxes	\$20,300.00	\$0.00	\$20,300.00
4, 15	Professional Fee/ Grant & Award ²	\$200.00	\$0.00	\$200.00
5	Supplies	\$1,000.00	\$0.00	\$1,000.00
6	Telephone	\$700.00	\$0.00	\$700.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$1,500.00	\$0.00	\$1,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (% and method)	\$7,400.00	\$0.00	\$7,400.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$80,200.00	\$0.00	\$80,200.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 7 of 9)

YEAR 3

SALARIES								AMOUNT
Name, Title	Monthly Salary		# of Months		% of time		(Longevity, if applicable)	
Yolanda Radford, Program Specialist 3	\$5,267.93	x	3	x	100%	+	(Longevity, if applicable)	\$15,803.79
Nicole Barr, Program Specialist 1	\$3,401.82	x	3	x	100%	+	(Longevity, if applicable)	\$10,205.46
Jamika Jackson, Program Specialist 1	\$3,217.94	x	3	x	100%	+	(Longevity, if applicable)	\$9,653.82
Shetuka Jones, Program Specialist 1	\$2,942.12	x	3	x	100%	+	(Longevity, if applicable)	\$8,826.36
Berivan Yahya, Program Specialist 1	\$2,942.12	x	3	x	50%	+	(Longevity, if applicable)	\$4,413.18
ROUNDED TOTAL								\$48,900.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Consultant for Certified Parent Educator training	\$200.00
ROUNDED TOTAL	\$200.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Out of Country travel	\$300.00
Local travel	\$1,200.00
ROUNDED TOTAL	\$1,500.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 8 of 9)

Metropolitan Government of Nashville and Davidson County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2020, and ending September 30, 2021. YEAR 4				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$189,000.00	\$0.00	\$189,000.00
2	Benefits & Taxes	\$77,500.00	\$0.00	\$77,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$6,800.00	\$0.00	\$6,800.00
6	Telephone	\$2,800.00	\$0.00	\$2,800.00
7	Postage & Shipping	\$800.00	\$0.00	\$800.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$6,100.00	\$0.00	\$6,100.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (9.8% of s&b)	\$26,100.00	\$0.00	\$26,100.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$309,100.00	\$0.00	\$309,100.00

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: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 9 of 9)

YEAR 4

SALARIES								AMOUNT
Name, Title	Monthly Salary	# of Months	% of time					
Yolonda Radford, Program Specialist 3	\$ 5,449.05	x 12	x	100%	+	\$935.00	Longevity	\$66,323.60
Shetuka Jones, Program Specialist 1	\$ 3,121.29	x 12	x	100%				\$37,455.48
Vacant, Program Specialist 1	\$ 2,841.00	x 12	x	100%				\$34,092.00
Vacant, Program Specialist 1	\$ 2,841.00	x 12	x	100%				\$34,092.00
Vacant, Program Specialist 1	\$ 2,841.00	x 12	x	50%				\$17,046.00
ROUNDED TOTAL								\$189,000.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Travel	\$6,130.00
ROUNDED TOTAL	\$6,100.00

ORIGINAL

2020 SEP 29 AM 11:52
FILED METROPOLITAN CLERK

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2020-566

A resolution approving amendment two to a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities.

Introduced OCT 06 2020

Amended _____

Adopted OCT 06 2020

Approved OCT 07 2020

By 
Metropolitan Mayor

RESOLUTION NO. RS2019-1701

A resolution approving amendment one to a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, previously entered into a grant agreement with the State of Tennessee, Department of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities, approved by RS2018-1342; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$405,600.00 from \$324,500.00 to \$730,100.00 and to extend the end date of the grant term to September 30, 2020, a copy of which amendment one is attached hereto; and,

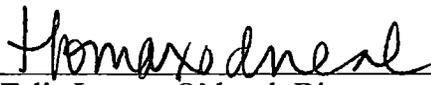
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be accepted.

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

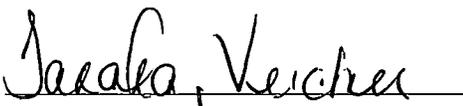
Section 1. That amendment one to the grant by and between the State of Tennessee, Department of Health, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

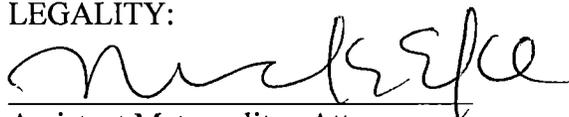
APPROVED AS TO AVAILABILITY
OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance

INTRODUCED BY:




APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

Member(s) of Council



GRANT AMENDMENT

Agency Tracking # 34347-48419	Edison ID 60040	Contract # GG-19-60040	Amendment # 1
---	---------------------------	----------------------------------	-------------------------

Contractor Legal Entity Name Metropolitan Government of Nashville and Davidson County	Edison Vendor ID 4
---	------------------------------

Amendment Purpose & Effect(s)
To extend contract Term and increase Maximum Liability.

Amendment Changes Contract End Date: YES NO **End Date:** September 30, 2020

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): + \$ 405,600.00

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$324,500.00				\$324,500.00
-2020	\$325,400.00				\$325,400.00
- 2021	\$80,200.00				\$80,200.00
TOTAL:	\$730,100.00				\$730,100.00

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.

CPO USE

Speed Chart (optional) HL00000710	Account Code (optional) 71301000
---	--

**AMENDMENT ONE
OF GRANT CONTRACT GG-19-60040**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and the Metropolitan Government of Nashville and 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 A.5.e. is deleted in its entirety and replaced with the following:
 - e. The Grantee shall designate a staff person to act as site champion for all CQI activities. This individual will participate in monthly CQI calls hosted by the State and will lead CQI activities at the Grantee agency. Grantee must conduct CQI projects at their agency, which will be planned and approved in consultation with the State.

2. Grant Contract section A.5.f. is deleted in its entirety and replaced with the following:
 - f. The Grantee must participate in monthly EBHV calls to receive important programmatic updates. Any Healthy Start funded positions under this grant must participate in at least one (1) regional training event; one (1) annual home visiting Summit event; and a minimum of one (1) meeting, hosted by the State; and shall designate funding for travel and associated expenses for all participants. All Healthy Start funded Staff must participate in additional training courses required by the State, whether in person or online.

3. Grant Contract section A.5.g. is deleted in its entirety and replaced with the following:
 - g. The Grantee shall, throughout the Term, work to maintain full caseloads in accordance with the National Home Visiting Program model guidelines for caseload capacity. The Grantee shall maintain a caseload average of at least eighty-five percent (85 percent) of 52 (3.5 FTE home visitors with a caseload of 15 per FTE). However, each home visitor shall maintain full caseloads regardless of the number of families already served. Any changes to the proposed number of families served in each county must be submitted to the State for review and approval. If, in the course of enrollment, a new recipient no longer meets the above listed criteria, he/she may continue enrollment in the EBHV.

4. The following is added as Grant Contract section A.5.j.
 - j. At least seventy-five (75) percent of home visiting staff funded under this grant must be in the process of obtaining or have obtained Infant Mental Health Endorsement® through the Association of Infant Mental Health in Tennessee (AIMHiTN) by September 30, 2020.

5. The following is added as Grant Contract section A.9.
 - A.9. Performance Standard. The Grantee hereby acknowledges and agrees that its performance under this Grant Contract shall meet the standards and conditions set forth in Section A of this Grant Contract. If the Grantee fails to meet these standards, the State, at its exclusive option, may allow up to six (6) months for the provider to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the State within the prescribed time, and if no extenuating circumstances can be documented by the Grantee to the State's satisfaction, the State may cancel the Grant Contract at the State's discretion.

6. Grant Contract section B is deleted in its entirety and replaced with the following:

B. TERM OF GRANT CONTRACT

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2018, ("Effective Date") and ending on September 30, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

7. 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 Seven Hundred Thirty Thousand One Hundred Dollars (\$730,100.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

8. 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 ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

SIGNATURES NEXT PAGE

HEALTHY START AMENDMENT #1

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Wendy Long MD MPH
Wendy Long, MD, MPH
Director, Metro Public Health Department

4/11/19
Date

Carol Etherington MSN RN FAAN
Carol Etherington, MSN, RN, FAAN
Chair, Board of Health

4/11/19
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal
Talia Lomax-O'dneal
Director, Department of Finance

04-22-19
Date

APPROVED AS TO RISK AND INSURANCE:

TRC
Director of Risk Management Services

4/23/19
Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney
Metropolitan Attorney

4/23/19
Date

David Briley
David Briley
Metropolitan Mayor

5/8/19
Date

ATTEST:

Metropolitan Clerk
Metropolitan Clerk ~~RS 100~~ 2019-1701

5/8/19
Date

DEPARTMENT OF HEALTH:

Lisa Piercey, MD, MBA, FAAP
Lisa Piercey, MD, MBA, FAAP
Commissioner

Date

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018 and ending September 30, 2020. ROLLUP				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$432,200.00	\$0.00	\$432,200.00
2	Benefits & Taxes	\$185,300.00	\$0.00	\$185,300.00
4, 15	Professional Fee/ Grant & Award ²	\$11,000.00	\$0.00	\$11,000.00
5	Supplies	\$20,600.00	\$0.00	\$20,600.00
6	Telephone	\$6,500.00	\$0.00	\$6,500.00
7	Postage & Shipping	\$1,200.00	\$0.00	\$1,200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$12,000.00	\$0.00	\$12,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (9.9% of S&B)	\$61,300.00	\$0.00	\$61,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$730,100.00	\$0.00	\$730,100.00

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.tn.gov/finance/topic/fa-policyinfo>).

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

GRANT BUDGET

(BUDGET PAGE 2)

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018 and ending June 30, 2019. YEAR 1				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$185,900.00	\$0.00	\$185,900.00
2	Benefits & Taxes	\$81,000.00	\$0.00	\$81,000.00
4, 15	Professional Fee/ Grant & Award ²	\$10,000.00	\$0.00	\$10,000.00
5	Supplies	\$13,600.00	\$0.00	\$13,600.00
6	Telephone	\$3,000.00	\$0.00	\$3,000.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$4,500.00	\$0.00	\$4,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (9.9% of S&B)	\$26,300.00	\$0.00	\$26,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$324,500.00	\$0.00	\$324,500.00

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.tn.gov/finance/topic/fa-policyinfo>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 3)

YEAR 1

SALARIES										AMOUNT
Yolonda Radford, Program Specialist 3	\$5,136.25	x	12	x	100%	+	\$935.00	Longevity		\$62,570.00
Wanda (Nicole) Barr, Program Specialist 1	\$3,217.94	x	12	x	100%	+	\$908.00	Longevity		\$39,523.28
Shetuka Jones, Program Specialist 1	\$2,850.18	x	12	x	100%					\$34,202.16
Vacant, Program Specialist 1	\$2,758.24	x	12	x	50%					\$16,549.44
Vacant, Program Specialist 1	\$2,758.24	x	12	x	100%					\$33,098.88
ROUNDED TOTAL										\$185,900.00

PROFESSIONAL FEE / GRANT & AWARD										AMOUNT
Consultant to assist with evidence-based model accreditation review										\$10,000.00
ROUNDED TOTAL										\$10,000.00

TRAVEL / CONFERENCES & MEETINGS										AMOUNT
Routine Travel										\$4,500.00
ROUNDED TOTAL										\$4,500.00

GRANT BUDGET

(BUDGET PAGE 4)

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2019 and ending June 30, 2020. YEAR 2				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$197,400.00	\$0.00	\$197,400.00
2	Benefits & Taxes	\$84,000.00	\$0.00	\$84,000.00
4, 15	Professional Fee/ Grant & Award ²	\$800.00	\$0.00	\$800.00
5	Supplies	\$6,000.00	\$0.00	\$6,000.00
6	Telephone	\$2,800.00	\$0.00	\$2,800.00
7	Postage & Shipping	\$800.00	\$0.00	\$800.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$6,000.00	\$0.00	\$6,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (9.8% of S&B)	\$27,600.00	\$0.00	\$27,600.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$325,400.00	\$0.00	\$325,400.00

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.tn.gov/finance/topic/fa-policyinfo>).

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

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

YEAR 2

SALARIES									AMOUNT
Yolonda Radford, Program Specialist 3	\$5,267.93	x	12	x	100%	+	\$935.00	Longevity	\$64,150.16
Nicole Barr, Program Specialist 1	\$3,401.82	x	12	x	100%	+	\$900.00	Longevity	\$41,721.84
Jamika Jackson, Program Specialist 1	\$3,217.94	x	12	x	100%				\$38,615.28
Shetuka Jones, Program Specialist 1	\$2,942.12	x	12	x	100%				\$35,305.44
Berivan Yahya, Program Specialist 1	\$2,942.12	x	12	x	50%				\$17,652.72
ROUNDED TOTAL									\$197,400.00

PROFESSIONAL FEE / GRANT & AWARD		AMOUNT
Consultant for Certified Parent Educator training		\$800.00
ROUNDED TOTAL		\$800.00

TRAVEL / CONFERENCES & MEETINGS		AMOUNT
Out of Country travel		\$1,200.00
Local Travel		\$4,800.00
ROUNDED TOTAL		\$6,000.00

GRANT BUDGET

(BUDGET PAGE 6)

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2020 and ending September 30, 2020. YEAR 3				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$48,900.00	\$0.00	\$48,900.00
2	Benefits & Taxes	\$20,300.00	\$0.00	\$20,300.00
4, 15	Professional Fee/ Grant & Award ²	\$200.00	\$0.00	\$200.00
5	Supplies	\$1,000.00	\$0.00	\$1,000.00
6	Telephone	\$700.00	\$0.00	\$700.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$1,500.00	\$0.00	\$1,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (10.7% of S&B)	\$7,400.00	\$0.00	\$7,400.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$80,200.00	\$0.00	\$80,200.00

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.tn.gov/finance/topic/fa-policyinfo>).

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

ATTACHMENT 1 (Continued)
 GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 7)

YEAR 3

SALARIES								AMOUNT
Yolonda Radford, Program Specialist 3	\$5,267.93	x	3	x	100%			\$15,803.79
Nicole Barr, Program Specialist 1	\$3,401.82	x	3	x	100%			\$10,205.46
Jamika Jackson, Program Specialist 1	\$3,217.94	x	3	x	100%			\$9,653.82
Shetuka Jones, Program Specialist 1	\$2,942.12	x	3	x	100%			\$8,826.36
Berivan Yahya, Program Specialist 1	\$2,942.12	x	3	x	50%			\$4,413.18
ROUNDED TOTAL								\$48,900.00

PROFESSIONAL FEE / GRANT & AWARD								AMOUNT
Consultant for Certified Parent Educator training								\$200.00
ROUNDED TOTAL								\$200.00

TRAVEL / CONFERENCES & MEETINGS								AMOUNT
Out of Country travel								\$300.00
Local Travel								\$1,200.00
ROUNDED TOTAL								\$1,500.00

ORIGINAL

2019 APR 30 AM 8:02
FILED METROPOLITAN CLERK

METROPOLITAN COUNTY COUNCIL

Resolution No. RS 2019-1701

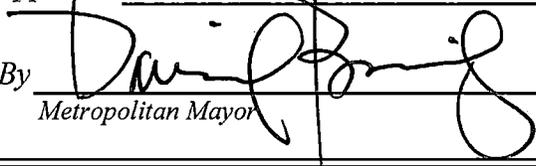
A resolution approving amendment one to a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities.

Introduced MAY - 7 2019

Amended _____

Adopted MAY - 7 2019

Approved MAY - 8 2019

By 
Metropolitan Mayor

Metro Council Office

APR 24 2019
Time: 11:5a By: 

RESOLUTION NO. RS2018-1342

A resolution accepting a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities.

WHEREAS, the State of Tennessee, Department of Health, has awarded a grant in an amount not to exceed \$324,500.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

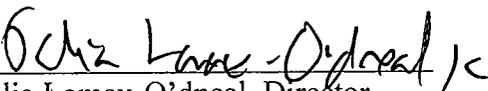
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the State of Tennessee, Department of Health, in an amount not to exceed \$324,500.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities, 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 Department of Health based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance

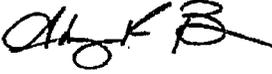
INTRODUCED BY:



Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date July 1, 2018		End Date June 30, 2019		Agency Tracking # 34347-48419	Edison ID
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County					Edison Vendor ID 4
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # Grantee's fiscal year end June 30			
Service Caption (one line only) Healthy Start Home Visiting Program Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2019	\$324,500				\$324,500
TOTAL:	\$324,500				\$324,500
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Selected through RFGP 34347-47115			
<input type="checkbox"/> Non-competitive Selection					
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 - GG</i>	
 Digitally signed by Adeniyi R. Bakare DN: cn=Adeniyi R. Bakare, o=Tennessee Department of Health, ou=Division of Administrative Services, email=Adeniyi.Bakare@tn.gov, c=US Date: 2018.06.19 12:11:04 -05'00' Adobe Acrobat DC version: 2015.006.30418					
Speed Chart (optional) HL00000710		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and the Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Healthy Start Home Visiting Program Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.

A.2. Service Definitions

- a. Accreditation/Certification – Having received current accreditation by Healthy Families of America.
- b. EBHV – Evidence-Based Home Visiting Program/Services.
- c. HFA – The Healthy Families America organization.
- d. kidcentraltn.com – A website that pulls together and organizes content from Tennessee State departments and other resources, making it easier for families to find information about health, education, child development and support.
- e. Gatekeeper – An employee or agent of the grantee designated and trained by the State to administrate over the Grantee's kidcentraltn.com profile.
- f. Title V of the Social Security Act – The Maternal and Child Health Services Block Grant Program.
- g. CQI – Continuous Quality Improvement.

A.3. Service Goals

- a. Serve women, infants, and children as referenced in Title V of the Social Security Act;
- b. Improve coordination of services for at-risk communities;
- c. Identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities as defined in Section A.4.;
- d. Assure availability and improve the quality of EBHV services in forty-five (45) of the most at-risk counties in Tennessee; and
- e. Strengthen the capacity of Tennessee's home visiting workforce to better implement family-centered, resilience-informed care practices.

A.4. Service Recipients. Families/households enrolled in the EBHV Program who live in Davidson County.

A.5. Service Description

- a. The Grantee shall provide EBHV services to families who live in Davidson County. New service recipients must meet one (1) or more of the following criteria at enrollment:
- (1) Have low incomes as defined by 250 percent or less of the Federal Poverty Level;
 - (2) Are pregnant women who have not attained age 21;
 - (3) Have a history of child abuse or neglect, or have had interactions with child welfare services;
 - (4) Have a history of substance abuse or need substance abuse treatment;
 - (5) Are users of tobacco products in the home;
 - (6) Have children with low student achievement;
 - (7) Have children with developmental delays or disabilities; and/or
 - (8) Are in families that include individuals who are serving or have formerly served in the Armed Forces, including such families that have members of the Armed Forces who have had multiple deployments outside of the United States.
- b. The Grantee will use at least 75 percent of this Grant to provide direct EBHV services.
- c. The Grantee will prioritize services to the clients as outlined in Scope A.4 and A.5.a.
- d. The Grantee shall provide home visiting services using the Healthy Families America (HFA) model. The Grantee shall remain accredited with the HFA and maintain accreditation/certification as required by HFA throughout the grant period and may use grant funds to maintain that certification. The Grantee will submit proof of these credentials upon request of the State and notify the State within 48 hours of any changes in these credentials.
- e. The Grantee shall designate a staff person to act as site champion for CQI activities. This individual will participate in monthly CQI calls hosted by the State and will lead CQI activities at the Grantee agency.
- f. Grantee must participate in monthly EBHV calls to receive important programmatic updates. Grantee must participate in an annual one-day regional training event hosted by the State and shall designate funding for travel and associated expenses for all home visiting and supervisory staff. All home visiting and supervisory staff must participate in additional training courses required by the State, whether in person or online.
- g. The Grantee shall provide EBHV services to 70 (seventy) families annually who live in Davidson County. If, in the course of enrollment, a new recipient no longer meets the above listed criteria, he/she may continue enrollment in EBHV services.
- h. The Grantee will provide initial and ongoing data collection in a manner designed by the Grantor State Agency for each of the following six (6) benchmark areas and constructs:
- BENCHMARK 1: Maternal & Newborn Health
 BENCHMARK 2: Child Injuries, Child Abuse, Neglect, or Maltreatment and Reduction of Emergency Department Visits
 BENCHMARK 3: School Readiness and Achievement
 BENCHMARK 4: Domestic Violence
 BENCHMARK 5: Family Economic Self-Sufficiency

BENCHMARK 6: Coordination and Referrals for Other Community Resources and Supports

Data reporting will follow the form and content as specified by the Grantor State Agency.

- i. The Grantee must collect data referenced in A.5.i. per the following guidelines:
- (1) The data must be collected for eligible families who have been enrolled in the program;
 - (2) The Grantee must collect individual-level demographic and service-utilization data on the participants in their program as necessary to analyze and understand the progress children and families are making. Individual-level demographic and service-utilization data include, but are not limited to, the following:
 - i. Family's participation rate in the home visiting program (e.g., number of sessions/number of possible sessions, duration of sessions);
 - ii. Demographic data for the participant child(ren), pregnant woman, expectant father, parent(s), or primary caregiver(s) receiving home visiting services including: child's gender, age of all (including age in months for child) at each data collection point and racial and ethnic background of all participants in the family;
 - iii. Index child's exposure to languages other than English; and
 - iv. Family socioeconomic indicators (e.g., family income, employment status).

A.6. Service Reporting. The Grantee shall submit all enrollment data to the State on a quarterly basis, with reports due fifteen (15) days after the end of each calendar quarter. The Grantee shall submit outcome data as outlined in Scope A.5.i. to the State on an ongoing basis, with data entered within ten (10) business days of data collection. Data collection will follow the form and content as specified by the State. The Grantee shall be responsible for notifying the State of any staffing changes within five (5) business days, including the departure of those staff persons having access to the State's data collection system.

A.7. Description - www.kidcentraltn.com

- a. Under the guidance of their Gatekeeper, the Grantee shall create and maintain an agency program profile in the designated state services directory located at www.kidcentraltn.com. Grantee may have more than one (1) service which is appropriate for the directory. The Gatekeeper will provide instructions for which services should be included in the directory. Grantee shall update its agency program profile(s) in the designated state services directory at least every six (6) months. In addition, Grantee shall update its agency program profile(s) within ten (10) business days of any change in information.

For the purposes of this section, Gatekeeper shall be the person designated by State to do the following tasks:

- (1) invite the Grantee to create a profile;
 - (2) review, approve, and publish program profiles created by Grantee; and
 - (3) monitor update activity.
- b. If Grantee has a website, they must link to www.kidcentraltn.com from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentraltn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, State can provide specific copy, links, and images for those features.

If Grantee uses State funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee must place the kidcentraltn and Tennessee Department of Health logos on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. If Grantee would like to apply the full kidcentraltn brand to print materials such as brochures, flyers, posters, or postcards, State also provides those templates at the following link http://share.tn.gov/generalserv/ba09p/kc_templates.html.

This kidcentraltn logo requirement does not apply to materials that have already been printed or designed. This kidcentraltn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentraltn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

- A.8. Inspection and Acceptance: Acceptance of the work outlined above will be made by the Grantor State Agency or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The Grantor State Agency will make the final determination in terms of acceptance of the work being performed under this Contract.

B. TERM OF CONTRACT

This Grant Contract shall be effective for the period beginning on July 1, 2018, ("Effective Date") and ending on June 30, 2019, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Twenty-Four Thousand Five Hundred Dollars (\$324,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Olga Masrejian, Healthy Start Program Director
 Tennessee Department of Health
 Division of Family Health and Wellness
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 Phone: (615) 741-0329
Olga.Masrejian@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Division of Family Health and Wellness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it

must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State 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 the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. 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.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Olga Masrejjan, Healthy Start Program Director
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower, 8th Floor
710 James Robertson Parkway
Nashville, TN 37243

Phone: (615) 741-0329
Olga.Masrejian@tn.gov

The Grantee:

William Paul, MD – Director of Health
 Metropolitan Government of Nashville and Davidson County
 2500 Charlotte Avenue
 Nashville, TN 37209
bill.paul@nashville.gov
 Telephone # (615) 340-5622

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is

NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*; or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as Attachment 4 to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay; and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

See next page
 William S. Paul, M.D.
 Director, Metro Public Health Department

 Date

**ATTACHMENT 1
GRANT BUDGET**

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018 and ending June 30, 2019.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$185,900.00	\$0.00	\$185,900.00
2	Benefits & Taxes	\$81,000.00	\$0.00	\$81,000.00
4, 15	Professional Fee/ Grant & Award ²	\$10,000.00	\$0.00	\$10,000.00
5	Supplies	\$13,600.00	\$0.00	\$13,600.00
6	Telephone	\$3,000.00	\$0.00	\$3,000.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$4,500.00	\$0.00	\$4,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (9.86% of s&b)	\$26,300.00	\$0.00	\$26,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$324,500.00	\$0.00	\$324,500.00

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.tn.gov/finance/topic/fa-policyinfo>).

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 2)

SALARIES								AMOUNT
Yolonda Radford, Program Specialist 3	\$ 5,136.25	x	12	x	100%	+	\$935.00 Longevity	\$62,570.00
Wanda (Nicole) Barr, Program Specialist 1	\$ 3,217.94	x	12	x	100%	+	\$908.00 Longevity	\$39,523.28
Shetuka Jones, Program Specialist 1	\$ 2,850.18	x	12	x	100%			\$34,202.16
Vacant, Program Specialist 1	\$ 2,758.24	x	12	x	50%			\$16,549.44
Vacant, Program Specialist 1	\$ 2,758.24	x	12	x	100%			\$33,098.88
ROUNDED TOTAL								\$185,900.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Consultant to assist with evidence-based model accreditation review	\$10,000.00
ROUNDED TOTAL	\$10,000.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Travel	\$4,500.00
ROUNDED TOTAL	\$4,500.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY

PO#	LINE#	RECEIPT #	TDOH AGENCY INVOICE #
EDISON CONTRACT #			
EDISON VENDOR #		EDISON ADDRESS LINE #	VOUCHER #

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				INVOICE NUMBER
				INVOICE DATE
				INVOICE PERIOD
				FROM _____ TO _____
Edison Vendor #				CONTRACT PERIOD
CONTRACTING STATE AGENCY Tennessee Department of Health				FROM _____ TO _____
PROGRAM AREA				CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER				
	(A)	(B)	(C)	FOR CENTRAL OFFICE USE ONLY
BUDGET	TOTAL	AMOUNT BILLED	MONTHLY	
LINE	CONTRACT	YTD	EXPENDITURES	SPEEDCHART NUMBER:
ITEMS	BUDGET	(MO./DAY/YR.)	DUE	USERCODE:
				PROJECT ID:
				AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL				

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
 These services are for medical services
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

 Title: _____
 Date: _____

 Title: _____
 Date: _____

 Title: _____
 Date: _____

ATTACHMENT:

2

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

File Names: Please use the following format when naming files.
name of agency REPORTING PERIOD END.xls
do not abbreviate the agency name

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page ____ of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats

do not overwrite/edit shaded areas (move to the cell beyond the shading for input)

do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction.

Do not send invoices with expense reports

If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: Policy3.AMO.Health@tn.gov

e-mail filing replaces mailing forms

Mailing Address:

Monaliz Hana (615) 253-3406

Tennessee Department of Health

Fiscal Services

6th Floor, Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

QUESTIONS:

Monaliz Hana (615) 253-3406

Monaliz.Hana@tn.gov

Milton Threet (615) 253-7133

Milton.K.Threet@tn.gov

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

Line 24 In-Kind Expenses

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR)**SCHEDULE B****SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds**Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)

Add lines 31 and 32.

Matching Revenue Funds**Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue

Add lines 33, 41, and 42

RECONCILIATION BETWEEN TOTAL EXPENSES AND REIMBURSABLE EXPENSES SCHEDULE B - (Lines 51 to 59)

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B). The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

Date: _____

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES _____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:
Ratio of direct program salaries to total direct salaries applied to administrative cost. _____
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____
Cost step down. _____
Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Tennessee Department of Health _____

Contract Number _____

Grant Period _____

Program Name _____

Service Name _____

Schedule A Item #	EXPENSE BY OBJECT:	YEAR TO DATE		
		QUARTER TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages			
2	Employee Benefits & Payroll Taxes			
3	Total Personnel Expenses (add lines 1 and 2)			
4	Professional Fees			
5	Supplies			
6	Telephone			
7	Postage and Shipping			
8	Occupancy			
9	Equipment Rental and Maintenance			
10	Printing and Publications			
11	Travel			
12	Conferences and Meetings			
13	Interest			
14	Insurance			
15	Grants and Awards			
16	Specific Assistance to Individuals			
17	Depreciation			
18	Other Non-personnel Expenses (detail)			
a				
b				
c				
d				
19	Total Non-personnel Expenses (add lines 4 - 18)			
20	Reimbursable Capital Purchases			
21	TOTAL DIRECT PROGRAM EXPENSES			
22	Administrative Expenses			
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES			
24	In-Kind Expenses			
25	TOTAL EXPENSES			

STATE OF TENNESSEE PROGRAM EXPENSE REPORT

Schedule C - Final Page

CONTRACTOR/GRANTEE FEDERAL ID #

CONTRACTING STATE AGENCY Tennessee Department of Health REPORT PERIOD

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Attachment 4

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Rachel Heitmann, Director, Injury Prevention and Detection Program, TN Department of Health;

John D. Dreyzehner, MD, MPH, FACOEM, Commissioner, TN Department of Health; and

faudit@tn.gov, TN Department of Finance and Administration

ATTACHMENT 5

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2018-1342

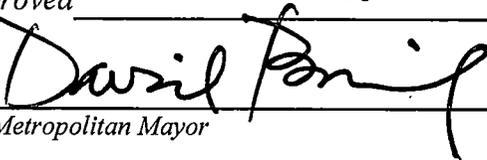
A resolution accepting a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the Healthy Start Home Visiting Program to identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities.

Introduced AUG - 7 2018

Amended _____

Adopted AUG - 7 2018

Approved AUG - 8 2018

By 
Metropolitan Mayor



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-768, **Version:** 1

A resolution approving amendment two to a grant from the Tennessee Department of Health to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to promote the proper use of all recommended vaccines, and respond to vaccine preventable diseases in collaboration with the CDC and other partners.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, previously entered into a grant contract with the Tennessee Department of Health, to promote the proper use of all recommended vaccines and respond to vaccine preventable diseases in collaboration with the CDC and other partners approved by RS2019-61; and,

WHEREAS, the parties wish to amend the grant contract to increase the amount of the grant by \$479,600.00 from \$611,600.00 to \$1,091,200.00 with no cash match required to add Section A.5.1. to support COVID-19 vaccine activities, a copy of which amendment two is attached hereto and incorporated herein; and,

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

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

Section 1. That amendment two to the grant by and between the Tennessee Department of Health and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to promote the proper use of all recommended vaccines and respond to vaccine preventable diseases in collaboration with the CDC and other partners, a copy of which amendment two is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

Analysis

This resolution approves amendment two to a grant between the Tennessee Department of Health and the Metropolitan Board of Health to promote the proper use of all recommended vaccines, and respond to vaccine preventable diseases in collaboration with the CDC and other partners. The initial grant was approved by Resolution No. RS2019-61. The amendment would increase the grant amount by \$479,600, from \$611,600 to \$1,091,200. It would further add a provision to support COVID-19 vaccine activities.

GRANT SUMMARY SHEET

Grant	Immunization 20 Amend. 2
Department:	HEALTH DEPARTMENT
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Pass-Through Grantor	TENN. DEPT. OF HEALTH
Total Award this	\$479,600.00
Cash Match	\$0.00
Department	Brad Thompson 340-0407
Status	AMENDMENT

Program Description:

To promote the proper use of all recommended vaccines and respond to vaccine preventable diseases, in collaboration with the CDC and other partners and to ensure that Tennessee meets or exceeds the federal Department of Health and Human Services Healthy People 2020 objectives for immunization coverage. Amendment 2 increases the award by an additional \$479,600.00 to the previous total of \$611,600 for a new total of \$1,091,200.00 for COVID activities.

Plan for continuation of services upon

The services would be discontinued.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
HEALTH DEPARTMENT	038	Brad Thompson			340-0407		
Grant Name:	Immunization 20 Amend. 2						
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				Other:		
Grant Period From:	07/01/19	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/21	(applications only) Application Deadline:					
Funding Type:	FED PASS THRU	<input type="checkbox"/>		Multi-Department Grant			
Pass-Thru:	TENN. DEPT. OF HEALTH	<input type="checkbox"/>		Outside Consultant Project:			
Award Type:	FORMULA	<input type="checkbox"/>		Total Award: \$479,600.00			
Status:	AMENDMENT	<input type="checkbox"/>		Metro Cash Match: \$0.00			
Metro Category:	Est. Prior.	<input type="checkbox"/>		Metro In-Kind Match: \$0.00			
CFDA #	93.268	<input checked="" type="checkbox"/>		Is Council approval required?			
Project Description:				Applic. Submitted Electronically? <input type="checkbox"/>			
<p>To promote the proper use of all recommended vaccines and respond to vaccine preventable diseases, in collaboration with the CDC and other partners and to ensure that Tennessee meets or exceeds the federal Department of Health and Human Services Healthy People 2020 objectives for immunization coverage. Amendment 2 increases the award by an additional \$479,600.00 to the previous total of \$611,600 for a new total of \$1,091,200.00 for COVID activities.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
The services would be discontinued							
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:		5.20		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		22.91%		Indirect Cost of Grant to Metro:		\$249,982.92	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$19,000.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY20	\$230,000.00	\$75,800.00		\$0.00		\$0.00	\$305,800.00	\$70,058.78	\$3,000.00
Yr 2	FY21	\$709,600.00	\$75,800.00		\$0.00		\$0.00	\$785,400.00	\$179,924.14	\$16,000.00
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$939,600.00	\$151,600.00	\$0.00	\$0.00		\$0.00	\$1,091,200.00	\$249,982.92	\$19,000.00
Date Awarded:		01/19/20			Tot. Awarded:	\$479,600.00	Contract#:	34360-41220-2		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 5/13/13
5169

GCP Rec'd
01/20/21

GCP Approved
01/21/21



GRANT AMENDMENT

Agency Tracking # 34360-41220	Edison ID 65063	Contract # 34360-41220	Amendment # 2		
Contractor Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Amendment Purpose & Effect(s) To Increase Maximum Liability and Add Activities/Services					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date:			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 479,600		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020	\$75,800	\$230,000			\$305,800.00
2021	\$75,800	\$709,600			\$785,400.00
TOTAL:	\$151,600.00	\$939,600.00			\$1,091,200.00
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) HL00017601		Account Code (optional) 71301000			

**AMENDMENT TWO
OF GRANT CONTRACT GG-20-65063-02**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Metropolitan Government of Nashville and 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. The following is added as Grant Contract section A.5.I.
 - I. COVID-VFC Supplemental Funds Activities:
 - (1) Two (2) Vaccine Strike Teams to support COVID vaccine activities
 - (2) To conduct COVID vaccine reminders through teletask and marketing
2. Grant Sections C.2. deleted in its entirety and replaced with the following:
 - C.2. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Ninety-One Thousand Two Hundred Dollars (\$1,091,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
3. Grant Contract section C.5 is deleted in its entirety and replaced with the following:
 - C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Health
Immunization Program
Keeyona Love, Grant Manager
3rd Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Email address: Keeyona.Love@tn.gov
Telephone # (615) 837-5389
4. Grant Attachments 1 & 2 are deleted in their entirety and replaced with Attachments 1 & 2 herein.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Tina Lester
SEE94599A8D6403...

Interim Administrative Director
Metro Public Health Department

1/19/2021

Date

DocuSigned by:
Alex Jahanjir
L7E72F4B08A4BF...

Chair, Board of Health

1/19/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Lisa Piercey, MD, MBA, FAAP
Commissioner

Date

ATTACHMENT #1**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	TBD
Federal award date	
CFDA number and name	93.268 – Immunization and Vaccines for Children Program
Grant contract's begin date	7/1/19
Grant contract's end date	6/30/20
Amount of federal funds obligated by this grant contract	\$939,600
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	The Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	Grants Management Officer Centers for Disease Control and Prevention Procurement and Grants Office Kroger Center, Colgate Building 2920 Brandywine Road, Mail Stop K Atlanta, GA 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)	14.6%

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County - Immunization Services - VFC IQIP				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2019 END: June 30, 2020				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$83,800.00	\$0.00	\$83,800.00
2	Benefits & Taxes	\$28,200.00	\$0.00	\$28,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$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	\$3,000.00	\$0.00	\$3,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$115,000.00	\$0.00	\$115,000.00

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.tn.gov/finance/topic/fa-policyinfo>

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 3)

SALARIES (name and title)	mo salary	mos	% of time	Longevity	AMOUNT
Patricia Charlemagne, Office Support Representative	\$ 3,030.38 x	12 x	15.00% +	Longevity	\$5,454.68
Chelsea Trumbull, Public Health Nurse	\$ 4,615.93 x	10 x	70.00% +	Longevity	\$32,311.51
Angelina Hooper, Public Health Manager	\$ 5,208.77 x	12 x	5.00% +	Longevity	\$3,125.26
Haydar Gerdi, Office Support Representative	\$ 3,695.52 x	4 x	100.00% +	\$ 906 Longevity	\$15,688.08
Lily Vazquez, Office Support Representative	\$ 3,314.48 x	8 x	100.00% +	\$ 688 Longevity	\$27,203.84
TOTAL ROUNDED					\$83,800.00

TRAVEL / CONFERENCES & MEETINGS (specify)	AMOUNT
TOTAL	\$0.00

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County - Immunization Services - PPHF				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2019 END: June 30, 2020				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$84,900.00	\$0.00	\$84,900.00
2	Benefits & Taxes	\$30,100.00	\$0.00	\$30,100.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$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
25	GRAND TOTAL	\$115,000.00	\$0.00	\$115,000.00

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.tn.gov/finance/topic/fa-policyinfo>

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 5)

SALARIES (name and title)	mo salary	mos	% of time	Longevity	AMOUNT	
Angelina Hooper, Public Health Manager	\$ 5,208.00	x 12	x 5.00%	+	Longevity	\$3,124.80
Chelsea Trumbull, Public Health Nurse	\$ 4,615.93	x 10	x 30.00%	+	Longevity	\$13,847.79
Lisa Fenton, Public Health Nurse	\$ 5,099.81	x 4	x 70.00%	+	Longevity	\$14,279.47
Vacant, Public Health Nurse	\$ 4,350.29	x 5	x 70.00%	+	Longevity	\$15,226.02
Jacqueline Shivers- Furline, Offic Support Specialist 1	\$ 3,201.40	x 12	x 100.00%	+	Longevity	\$38,416.80
TOTAL ROUNDED						\$84,900.00

TRAVEL / CONFERENCES & MEETINGS (specify)	AMOUNT
TOTAL	\$0.00

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 7)

SALARIES (name and title)	mo salary	mos	% of time	Longevity	AMOUNT	
Patricia Charlemagne, Office Support Representative	\$ 3,030.38	x 12	x 85.00%	+	Longevity	\$30,909.88
Angelina Hooper, Public Health Manager	\$ 5,208.77	x 12	x 40.00%	+	Longevity	\$25,002.10
		x 12	x	+	Longevity	\$0.00
		x 12	x	+	Longevity	\$0.00
TOTAL ROUNDED						\$55,900.00

TRAVEL / CONFERENCES & MEETINGS (specify)	AMOUNT	
TOTAL		\$0.00

ATTACHMENT 2

(BUDGET PAGE 8)

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County - Immunization Services - PPHF				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2020 END: June 30, 2021				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$152,900.00	\$0.00	\$152,900.00
2	Benefits & Taxes	\$61,100.00	\$0.00	\$61,100.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$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 (7.5% of S&B)	\$16,000.00	\$0.00	\$16,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$230,000.00	\$0.00	\$230,000.00

\$214,000.00

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.tn.gov/finance/topic/fa-policyinfo>

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 9)

SALARIES (name and title)	mo salary	mos	% of time	Longevity	AMOUNT	
Angelina Hooper, Public Health Manager	\$ 5,364.24	x 12	x 10.00%	+	Longevity	\$6,437.09
Patricia Charlemagne, Office Support Representative	\$ 3,121.29	x 12	x 25.00%	+	Longevity	\$9,363.87
Chelsea Trumbull, Public Health Nurse	\$ 4,754.41	x 12	x 100.00%	+	Longevity	\$57,052.89
Jacqueline Shivers- Furline, Offic Support Specialist 1	\$ 3,297.44	x 12	x 100.00%	+	Longevity	\$39,569.30
Lily Vazquez, Office Support Representative	\$ 3,314.48	x 12	x 100.00%	+	\$ 743 Longevity	\$40,516.76
TOTAL ROUNDED					\$152,900.00	

TRAVEL / CONFERENCES & MEETINGS (specify)	AMOUNT
TOTAL	\$0.00

ATTACHMENT 2

(BUDGET PAGE 10)

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County - Immunization Services - State Funded Activities				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2020 END: June 30, 2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$53,800.00	\$0.00	\$53,800.00
2	Benefits & Taxes	\$22,000.00	\$0.00	\$22,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$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
25	GRAND TOTAL	\$75,800.00	\$0.00	\$75,800.00

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.tn.gov/finance/topic/fa-policyinfo>

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 11)

SALARIES (name and title)	mo salary	mos	% of time	Longevity	AMOUNT	
Patricia Charlemagne, Office Support Representative	\$ 3,121.29	x 12	x 75.00%	+	Longevity	\$28,091.62
Angelina Hooper, Public Health Manager	\$ 5,365.03	x 12	x 40.00%	+	Longevity	\$25,752.16
TOTAL ROUNDED					\$53,800.00	

TRAVEL / CONFERENCES & MEETINGS (specify)	AMOUNT
TOTAL	\$0.00

ATTACHMENT 2

(BUDGET PAGE 12)

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County - Immunization Services - Covid Funding				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2020 END: June 30, 2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$429,600.00	\$0.00	\$429,600.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$50,000.00	\$0.00	\$50,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$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
25	GRAND TOTAL	\$479,600.00	\$0.00	\$479,600.00

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.tn.gov/finance/topic/fa-policyinfo>

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 13)

SALARIES (name and title)	mo salary	mos	% of time	Longevity	AMOUNT	
		x 12	x	+	Longevity	\$0.00
		x 12	x	+	Longevity	\$0.00
TOTAL ROUNDED					\$0.00	

PROFESSIONAL FEES	AMOUNT
Strike Teams, Temporary Staffing	\$329,600.00
Translation Services	\$100,000.00
TOTAL	\$429,600.00

ATTACHMENT 2

(BUDGET PAGE 8)

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County - Immunization Services - PPHF				
The Grant Budget line-Item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2020 END: June 30, 2021				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$152,900.00	\$0.00	\$152,900.00
2	Benefits & Taxes	\$61,100.00	\$0.00	\$61,100.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$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 (7.5% of S&B)	\$16,000.00	\$0.00	\$16,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$230,000.00	\$0.00	\$230,000.00

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.tn.gov/finance/topic/fa-policyinfo>

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-769, **Version:** 1

A resolution accepting a grant from the Association of Food and Drug Officials (AFDO), to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to attend the FDA Southeast Regional Seminar to enhance conformance with voluntary national retail food regulatory program standards.

WHEREAS, the Association of Food and Drug Officials (AFDO), has awarded a grant in an amount not to exceed \$2,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to attend the FDA Southeast Regional Seminar to enhance conformance with voluntary national retail food regulatory program standards; 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 Association of Food and Drug Officials (AFDO), in an amount not to exceed \$2,000.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to attend the FDA Southeast Regional Seminar to enhance conformance with voluntary national retail food regulatory program standards, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Department of Health based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution accepts a grant from the Association of Food and Drug Officials (AFDO) to the Metropolitan Board of Health. This grant would fund the attendance of the FDA Southeast Regional Seminar to enhance conformance with voluntary national retail food regulatory program standards. The grant is an amount not to exceed \$2,000 with no local cash match required.

GRANT SUMMARY SHEET

Grant FDA Southeast Region Seminar 21-21

Department: HEALTH DEPARTMENT

Grantor: ASSOCIATION OF FOOD AND DRUG OFFICIALS

Pass-Through Grantor

Total Award this \$2,000.00

Cash Match \$0.00

Department Brad Thompson
340-0407

Status NEW

Program Description:

This grant provides funding to support the Food & Public Facilities Protection Program to receive training to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards. The money will be used for registration and travel expenses to learn to conduct verification audit of Standards #5.

Plan for continuation of services upon

One-time training grant.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	FDA Southeast Region Seminar 21-21						
Grantor:	ASSOCIATION OF FOOD AND DRUG OFFICIALS				Other:		
Grant Period From:	01/01/21	(applications only) Anticipated Application Date:					
Grant Period To:	12/31/21	(applications only) Application Deadline:					
Funding Type:	FED DIRECT	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$2,000.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	93.103	Is Council approval required?		<input type="checkbox"/>			
Project Description:	Applic. Submitted Electronically?		<input type="checkbox"/>				
This grant provides funding to support the Food & Public Facilities Protection Program to receive training to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards. The money will be used for registration and travel expenses to learn to conduct verification audit of Standards #5.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
One time training grant							
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		23.73%		Indirect Cost of Grant to Metro:		\$474.60	
*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	\$1,000.00						\$1,000.00	\$237.30	\$0.00
Yr 2	FY22	\$1,000.00						\$1,000.00	\$237.30	\$0.00
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$2,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$2,000.00	\$474.60	\$0.00
Date Awarded:				01/19/21	Tot. Awarded:		\$2,000.00	Contract#: G-SP-2010-09002		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 5/13/13
5170

GCP Rec'd
01/22/21

GCP Approved
01/22/21

Wilson, Vaughn (Finance - Grants Coordination)

From: Thompson, Bradley (Health)
Sent: Friday, January 22, 2021 7:58 AM
To: Wilson, Vaughn (Finance - Grants Coordination)
Subject: FW: AFDO-Managed Retail Program Standards Grant Program: CONGRATULATIONS

Here is the email that describes the award. The other thing is the application

From: Wilson, Pamela (Health) <Pamela.Wilson@nashville.gov>
Sent: Friday, January 22, 2021 7:28 AM
To: Thompson, Bradley (Health) <bradley.thompson@nashville.gov>
Subject: FW: AFDO-Managed Retail Program Standards Grant Program: CONGRATULATIONS

Brad is this what you are talking about?

Pamela C. Wilson
Health Manager I
2500 Charlotte Ave.
Nashville, Tn. 37209
Phone: 615-340-5630
pamela.wilson@nashville.gov



Metro Public Health Dept
Nashville / Davidson County
Protecting, Improving, and Sustaining Health

From: FDA & AFDO Retail Program Standards <do-not-reply.grants07-us-east-1@fluxx.io>
Sent: Wednesday, December 16, 2020 2:23 PM
To: Wilson, Pamela (Health) <Pamela.Wilson@nashville.gov>
Cc: daniel.lukash@fda.hhs.gov; jenice.butler@fda.hhs.gov
Subject: AFDO-Managed Retail Program Standards Grant Program: CONGRATULATIONS

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Dear pamela wilson:

Congratulations! We are happy to inform you that we have approved your grant submission for the following project: FDA Southeast Regional Seminar, in the amount of \$2,000.00. This amount may differ from the amount you applied for in your application. Your project has been assigned the following tracking number: G-SP-2010-09002.

Please use your previously assigned username and password to log into the grant portal at <https://retailstandards.fluxx.io> for details of this award, including the official Grant Award letter.

Please refer to our homepage at <http://afdo.org/retailstandards> for complete grant program information. Additionally,

ensure you are familiar with the Non-Allowable Costs section of the Grant Guidance. Any non-allowable costs will not be reimbursed, even if they are included in an approved grant application.

Please note, this project is supported by the Food and Drug Administration (FDA) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award U18FD005850 totaling \$2,420,000 with 100 percent funded by FDA/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by FDA/HHS, or the U.S. Government.

The Catalog of Federal Domestic Assistance (CFDA) number for this FDA grant, awarded to the AFDO on 8/11/2016 is 93.103. Your grant is considered a sub award under this AFDO grant.

If you have any questions, or need additional information, please contact us at: 717-814-9873 or retailstandards@afdo.org.

Sincerely,

Your AFDO Grants Management Team

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Tina Lester
5EE94599A8D6403...

Interim Administrative Director
Metro Public Health Department

1/19/2021

Date

DocuSigned by:
Alex Jalangir
7F973F48A86A4DF...

Chair, Board of Health

1/19/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

INSTRUCTIONS

Click on the **Edit** button to edit the form. Click the **Save** button to ensure your data will not be lost before navigating away from the form. When you have completed the form, click **Submit**.

Category 1 - Small Projects

Metro Nashville Public Health Department
 Org ID: 405 | FDA Unique ID: 719
 G-SP-2010-09002 | \$2,000.00 | Grant Year: Year 8 - 2021
 FDA Southeast Regional Seminar

FDA AWARD LETTER COMMENTS

To the grantee--below are comments from the FDA about the award.

▼ ADDITIONAL INFORMATION REQUESTED

To the grantee--please respond to additional requests for clarification as noted below.

Responses from Applicant:

ORGANIZATION INFORMATION

Organization : Metro Nashville Public Health Department
Primary Contact: pamela wilson
Secondary Contact: pamela wilson
Jurisdictional Level: Local

AUTHORIZING OFFICIAL INFORMATION

The Authorizing Official is the person in your organization who provides supervisory oversight for this grant opportunity (often an organization's Financial or Grants Management Official).

Authorizing Official Title: Director of Health
Authorizing Official First Name: Dr. Michael Caldwell
Authorizing Official Last Name: Michael.caldwell@nashville.gov
Authorizing Official Email: Michael.caldwell@nashville.gov
Authorizing Official Phone: 615-340-5662

PROJECT INFORMATION

Have you conducted a Self-Assessment of all nine Retail Program Standards?

Self-Assessment Conducted: Yes
Date of Most Recent Self-Assessment: 8/31/2016
Please select a Small Project sub-category. Completion of Verification Audit for One Standard (Fixed Grant of \$2,000)

You must have a self-assessment within the last 5 years to be eligible to apply.

Please note the Project Title has a limit of 255 characters. The system will automatically truncate text longer than this amount.

Project Title: FDA Southeast Regional Seminar

REQUIRED

The beginning and end dates for your project must fall between Jan 1, 2021 - Dec 31, 2021.

Project Start Date: 1/1/2021
Project End Date: 12/31/2021
Amount Requested: \$2,000.00

Project Summary:

Tennessee's food safety program is under state jurisdiction. The program is administered through the contracts with 5 metropolitan areas; Nashville-Davidson County, Chattanooga-Hamilton County, Knoxville-Knox County, Memphis-Shelby County and Jackson- Madison County. Tennessee adopted the 2009 FDA Food Code.

Nashville-Davidson County conducted its last self-assessment on 8/31/2016 and the verification audit on 6/15/2017 showed we met 3 standards. At this time we have met standard 2 and had it verified.

Project Members:

Pamela Wilson
 Manager of Food and Facilities Protection
 Currently oversees 20 environmentalists.

Project Outcomes:

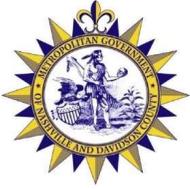
To meet standard 5

DOCUMENTS

REQUEST DOCUMENTS

INSTRUCTIONS

Click on the **Edit** button to edit the form. Click the **Save** button to ensure your data will not be lost before navigating away from the form. When you have completed the form, click **Submit**.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-770, **Version:** 1

A resolution authorizing The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to enter into a Facility Encroachment Agreement with CSX TRANSPORTATION, INC. to abandon an existing water main, and to construct, use and maintain water main in the railroad right-of-way at 2nd Avenue North, north of Jo Johnston Avenue in Davidson County, (Project No. 19-WG-122 and Proposal No. 2021M-006AG-001).

WHEREAS, The Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services ("Licensee") desires to abandon in place one existing 12 inch diameter sub-grade pipeline crossing solely for the conveyance of potable water, and to construct, or cause to be constructed, use and maintain, one 16 inch diameter sub-grade pipeline solely for the conveyance of potable water over, under, or across property owned or controlled by CSX TRANSPORTATION, INC. ("Licensor"), pursuant to the terms of the Facility Encroachment Agreement (CSX919044), attached hereto in substantial form as Exhibit 1, and,

WHEREAS, Ordinance No. O98-1393 authorized The Metropolitan Government of Nashville and Davidson County to enter these types of agreements with CSX for water and sewer line construction by resolution; and,

WHEREAS, Licensee shall pay Licensor a one-time nonrefundable License and Insurance Fee of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) upon execution of this contract; and,

WHEREAS, approval of this agreement will benefit the citizens of The Metropolitan Government of Nashville and Davidson County.

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

Section 1. The Facility Encroachment Agreement, attached hereto in substantial form as Exhibit 1 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 may be approved by resolution of the Metropolitan Council.

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 facility encroachment agreement between Metro Water Services (MWS) and CSX Transportation, Inc. (CSX) to abandon an existing water main, and to construct, use and maintain water main in the railroad right-of-way at 2nd Avenue North, north of Jo Johnston Avenue. This is part of MWS's 2nd Avenue North 16-inch water main replacement project. MWS will be required to pay a one time encroachment

fee of \$1,000.

Ordinance No. O98-1393 authorized Metro to enter agreements such as this with CSX for water and sewer line construction by resolution.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of _____, 20____ by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and NASHVILLE AND DAVIDSON COUNTY METRO WATER SERVICES OF THE METROPOLITAN GOVERNMENT, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 1600 2nd Ave. N., Nashville, Tennessee 37208, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) sixteen inch (16") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Nashville, Davidson County, Tennessee, Nashville Zone Division, Nashville Terminal Subdivision, Valuation Station 2394+15, Milepost 000-185.17, Latitude N36:10:14.30, Longitude W86:46:49.90;
2. One (1) existing twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, to be abandoned in place per Licensor's specifications, located at or near Nashville, Davidson County, Tennessee, Nashville Zone Division, Nashville Terminal Subdivision, Valuation Station 2394+15, Milepost 000-185.17, Latitude N36:10:14.30, Longitude W86:46:49.90;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor (“Licensee’s Contractor”) with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor’s track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of ONE THOUSAND AND 00/100 U.S. DOLLARS (\$1,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee

shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from

any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost

and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to assume any and all liability, loss, claim, suit, damage, charge or expense for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, including electrical field creation, fire or derailment resulting from rail operations.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a

consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 INTENTIONALLY OMITTED.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall provide a certificate of insurance evidencing self-insurance. In addition, Licensee's Contractor shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

- i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment

rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 615-862-4600.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

**NASHVILLE AND DAVIDSON COUNTY
METRO WATER SERVICES OF THE
METROPOLITAN GOVERNMENT**

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX919044, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purpose of performing work in accordance with the Agreement dated _____, 2021 between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____

2nd Ave N 16-inch Water Main Replacement
MWS Project No: 19WG0122
Council District 19

1 inch = 100 feet

PROJECT CONTINUES NORTH AND ENDS NORTH OF JUNIOR GILLIAM WAY

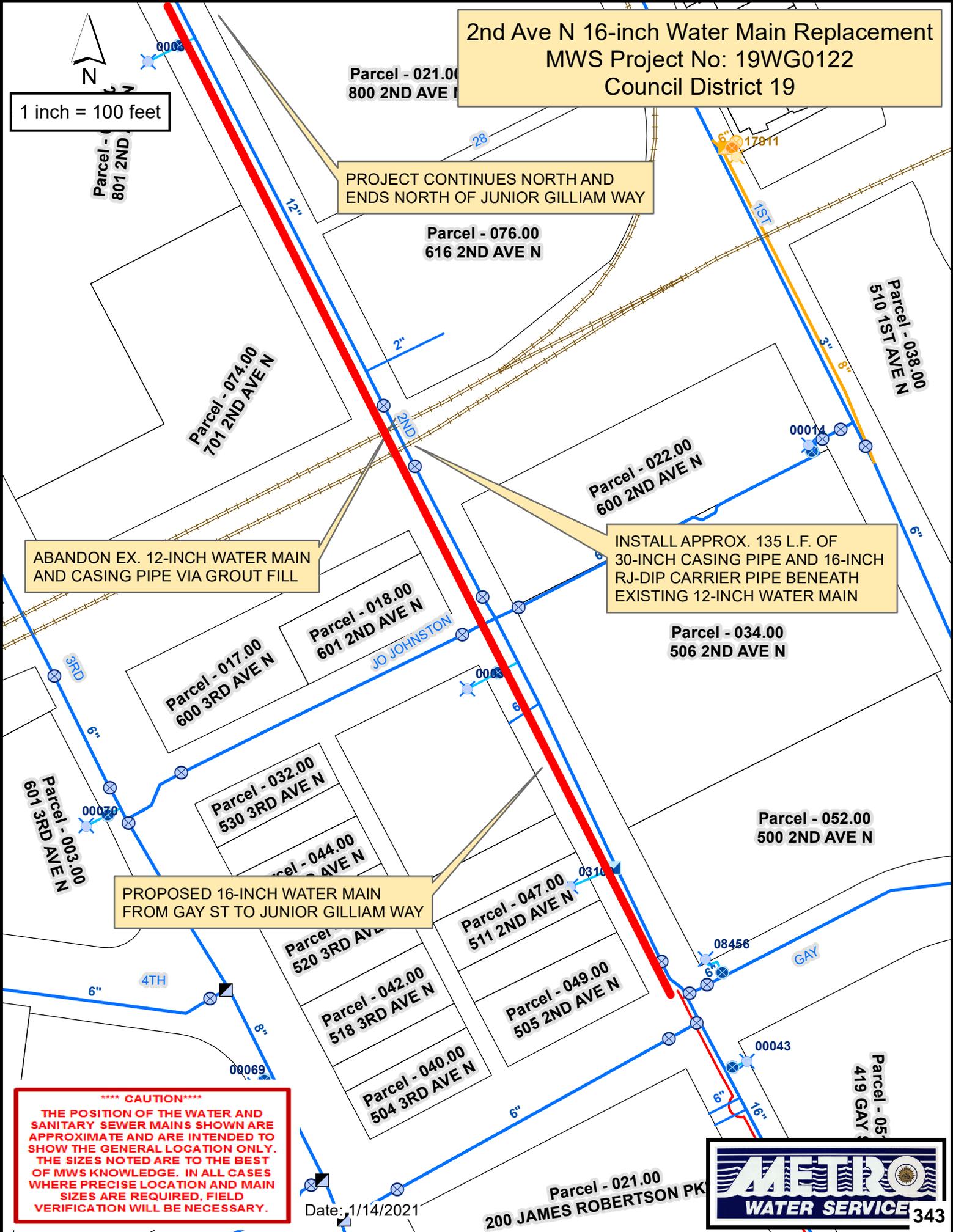
ABANDON EX. 12-INCH WATER MAIN AND CASING PIPE VIA GROUT FILL

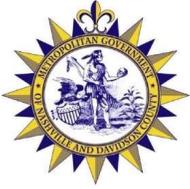
INSTALL APPROX. 135 L.F. OF 30-INCH CASING PIPE AND 16-INCH RJ-DIP CARRIER PIPE BENEATH EXISTING 12-INCH WATER MAIN

PROPOSED 16-INCH WATER MAIN FROM GAY ST TO JUNIOR GILLIAM WAY

****** 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.

Date: 1/14/2021





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-771, Version: 1

A resolution authorizing Midtown Hotel Partners, LLC to construct and install an aerial encroachment at 109 29th Avenue North (Proposal No.2021M-003EN-001).

WHEREAS, Midtown Hotel Partners, LLC, plans to construct, install and maintain an aerial encroachment, under Proposal No. 2021M-003EN-001, at 109 29th Avenue North; and,

WHEREAS, Proposal No. 2021M-003EN-001 is comprised of two awnings encroaching the public right-of-way on property located at 109 29th Avenue North; and,

WHEREAS, Midtown Hotel Partners, LLC, has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said aerial encroachment; and,

WHEREAS, Metropolitan Code of Laws §13.16.030(A) allows the Council of The Metropolitan Government of Nashville and Davidson County to grant encroachments, permits, or privileges to construct, maintain and/or operate aerial cables, canopies, etc., over and/or across sidewalks and public rights-of-way by Resolution adopted by twenty-one (21) affirmative votes.

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

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached encroachment agreement, Midtown Hotel Partners, LLC is hereby granted the privilege to construct and maintain said aerial encroachment in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Resolution.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial encroachment shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of Midtown Hotel Partners, LLC.

Section 3. That plans and specifications for said aerial encroachment shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by Midtown Hotel Partners, LLC.

Section 4. That construction and maintenance of said aerial encroachment shall be under the direction, supervision, and control of the Director of Public Works, and its installation, when completed, must be approved by said Director.

Section 5. That this Resolution confers upon Midtown Hotel Partners, LLC, a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Resolution, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by said Metropolitan Government, Midtown Hotel Partners, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 6. Midtown Hotel Partners, LLC, shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with said construction, installation, operation and maintenance of said aerial encroachment and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. Midtown Hotel Partners, LLC shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said aerial encroachment, and for any street closure.

Section 7. That the authority granted to Midtown Hotel Partners, LLC, as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government 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 8. Midtown Hotel Partners, LLC, shall and is hereby required, to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by Midtown Hotel Partners, LLC of all provisions of this Resolution shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Resolution shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Metropolitan Clerk and the Department of Public Works.

Section 11. 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 Midtown Hotel Partners, LLC to install and maintain an aerial encroachment at 109 29th Avenue North. The aerial encroachment will consist of two awnings over the sidewalk. The applicant must indemnify the Metropolitan Government from all claims in connection with the construction and maintenance of

the signs, and is required to post a certificate of public liability insurance in the amount of \$2,000,000 with the Metropolitan clerk naming the Metropolitan Government as an insured party.

This encroachment has been approved by the Planning Commission.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Midtown Hotel Partners, LLC, in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 6-26-2020



Midtown Hotel Partners, LLC

(Owner of Property)

109 29th Ave N

(Address of Property)

Nashville, TN 37203

(City and State)

STATE OF TENNESSEE)
Knox
COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 26th day of June, 2020

Kelley Lackey
(NOTARY PUBLIC)

My Commission Expires: 6-6-23



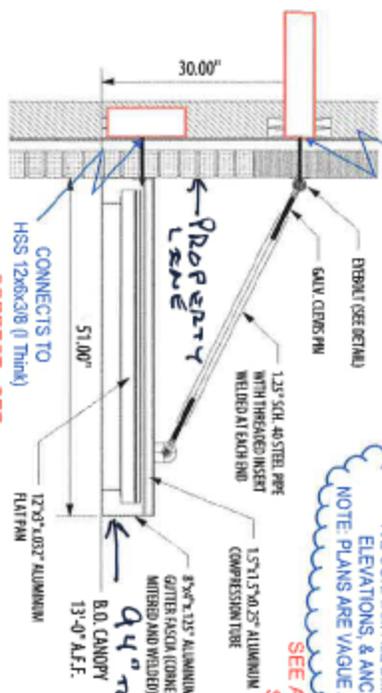
CANOPY #1 on 29th

MEASUREMENTS TO BE FIELD VERIFIED
ATTACHMENTS TO BE VERIFIED BY CERTIFIED ENGINEER

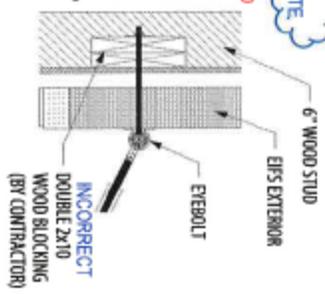
VESTIBULE 1001

CONNECTS TO CORRECT - SEE
PT SLAB (1 Thick) DETAIL 8/54.02

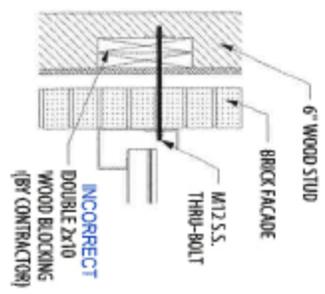
AE CONFIRM ALL DIMENSIONS,
ELEVATIONS, & ANCHORING.
NOTE: PLANS ARE VAGUE / INCOMPLETE
SEE ATTACHED SK-01



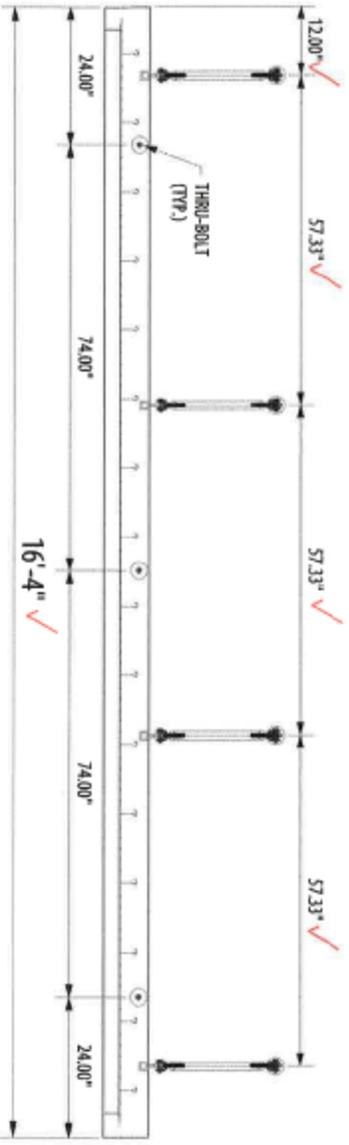
SIDE SECTION
CONNECTS TO CORRECT - SEE
DETAIL 8/54.02



EYEBOLT ATTACHMENT

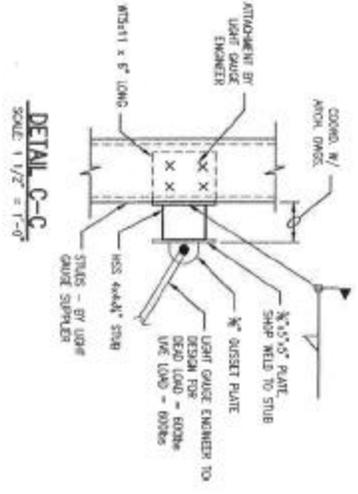
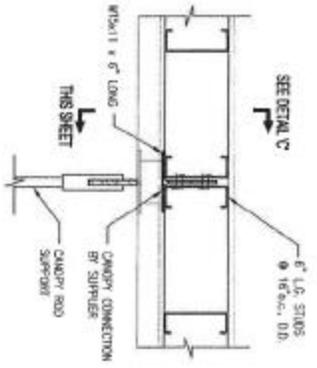
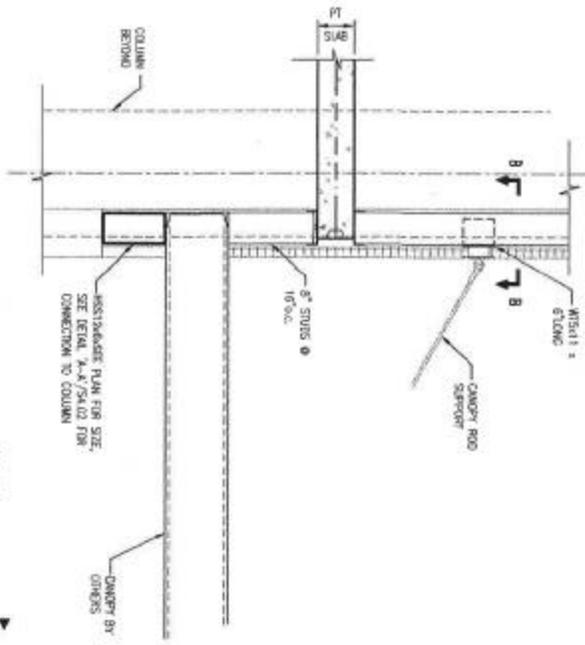


CANOPY ATTACHMENT



CANOPY ELEVATION

<p>TENNESSEE AWNINGS 6600 NEW NASHVILLE HWY., STE 140 SMERNA, TN 37167 (615) 949-8034 WWW.TENNESSEAWNINGS.COM</p>		<p>Customer: Contact: DAVID BOYD Email: DAVIDB@HUMPHREYSASSOCIATES.COM</p>	<p>Project: FAIRFIELD INN & SUITES 109 29TH AVENUE NORTH NASHVILLE, TN 37203</p>
<p>HUMPHREYS & ASSOCIATES CONTRACTORS 423-421-0996</p>		<p>Phone: 423-421-0996</p>	

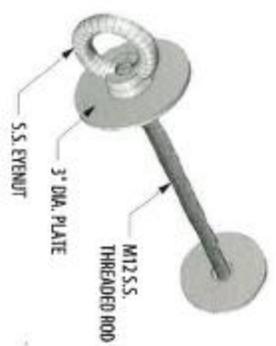


TYPICAL CONNECTION DETAIL



CANOPY #1

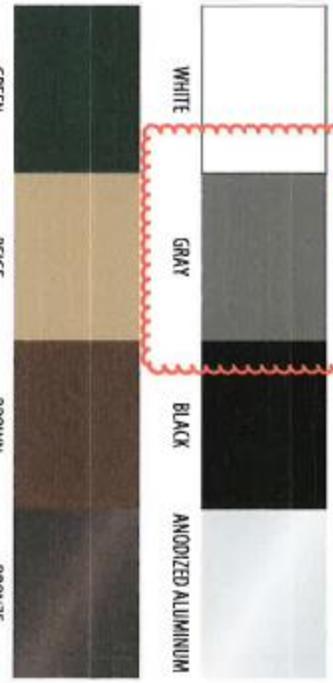
ISOMETRIC



M12 S.S. THREADED ROD
 3" DIA. PLATE
 S.S. EYEBOLT

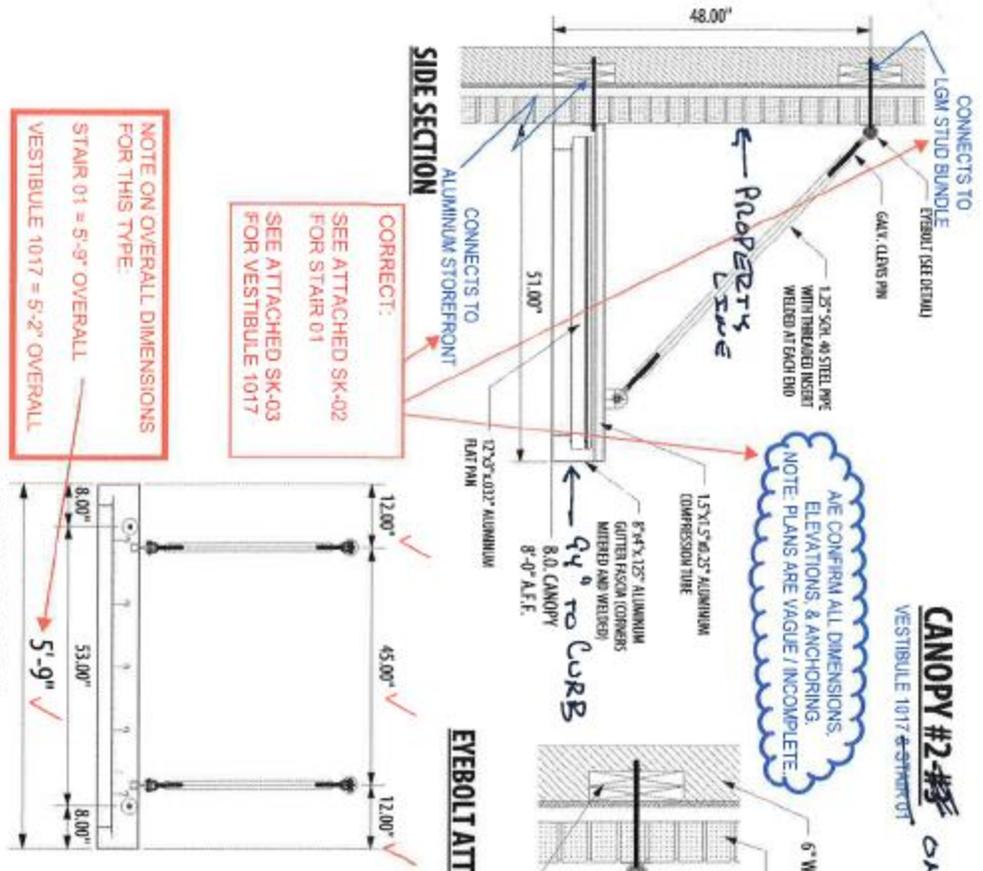
EYEBOLT DETAIL

ARCHITECT SELECT COLOR



POWDER-COAT FINISH OPTIONS

 <p>TENNESSEE AWNINGS 6670 NEW NASHVILLE HWY., STE 140 SMYRNA, TN 37167 (615) 899-8034 WWW.TENNESSEAWNINGS.COM</p>		<p>Customer: HUMPHERYS & ASSOCIATES CONTRACTORS Contact: DAVID BOYD Phone: 423-421-0996 Email: DAVIDB@HUMPHERYSASSOCIATES.COM</p>	<p>Project: FAIRFIELD INN & SUITES 109 29TH AVENUE NORTH NASHVILLE, TN 37203</p>
--	--	---	--

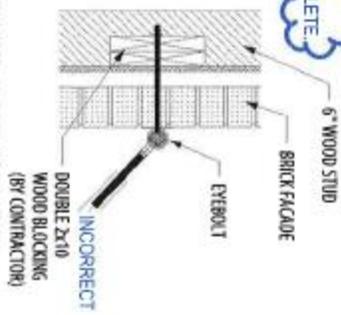


A/E CONFIRM ALL DIMENSIONS, ELEVATIONS, & ANCHORING. NOTE: PLANS ARE VAGUE / INCOMPLETE.

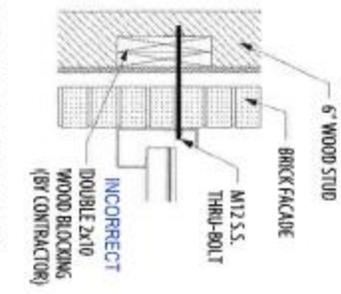
CANOPY #2 on Post on
VESTIBULE 1017

MEASUREMENTS TO BE FIELD VERIFIED
ATTACHMENTS TO BE VERIFIED BY CERTIFIED ENGINEER

EYEBOLT ATTACHMENT



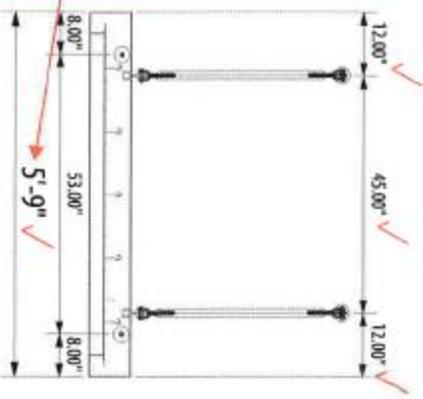
CANOPY ATTACHMENT



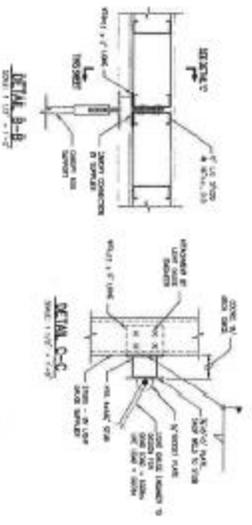
CORRECT:
SEE ATTACHED SK-02 FOR STAIR 01
SEE ATTACHED SK-03 FOR VESTIBULE 1017

NOTE ON OVERALL DIMENSIONS FOR THIS TYPE:
STAIR 01 = 5'-9\"/>

CANOPY ELEVATION



TYPICAL CONNECTION DETAIL

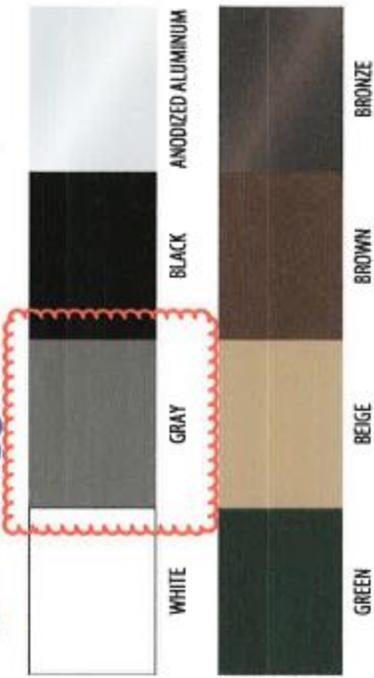


	TENNESSEE AWNINGS 6670 NEW NASHVILLE HWY, SITE 140 SMYRNA, TN 37167 (615) 849-4034 WWW.TENNESSEEAWNINGS.COM	CUSTOMER: HUMPHREYS & ASSOCIATES CONTRACTORS DAVID BOYD DAVIDB@HUMPHREYSSOCIATES.COM	PROJECT: FAIRFIELD INN & SUITES 109 29TH AVENUE NORTH NASHVILLE, TN 37203
	CONTACT: DAVID BOYD (615) 849-4034 DAVIDB@HUMPHREYSSOCIATES.COM	PHONE: 423-421-0996	

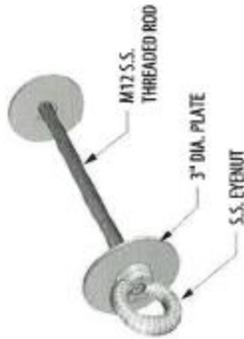
CANOPY #2-#3



ISOMETRIC



POWDER-COAT FINISH OPTIONS



EYEBOLT DETAIL

 <p>TENNESSEE AWNINGS 6678 NEW NASHVILLE HWY, STE 140 SMYRNA, TN 37167 (615) 849-8034 WWW.TENNESSEAWNINGS.COM</p>	Customer:	HUMPHREYS & ASSOCIATES CONTRACTORS		Project:	FAIRFIELD INN & SUITES	
	Contact:	DAVID BOYD	Phone: 423-421-0996	109 29TH AVENUE NORTH		
	Email:	DAVIDDB@HUMPHREYSASSOCIATES.COM		NASHVILLE, TN 37203		

Proposal No. 2021M-003EN-001

ACORD Client#: 1806893	77KANAHOT CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 6/29/2020				
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 any rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER McGriff Insurance Services 735 Broad Street, Suite 100 Chattanooga, TN 37402 423 756-0711	CONTRACT NAME: Sonya M. Hickman PHONE (A/C, M, Ext): 423-648-7328 FAX (A/C, No): 423-265-8543 E-MAIL ADDRESS: Shickman@McGriffInsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: The American Insurance Company 21857 INSURER B: National Surety Corporation 21881 INSURER C: Travelers Casualty & Surety Company 19038 INSURER D: Beazley Insurance Company Inc 37540 INSURER E: Hiscox Insurance Company 10200 INSURER F:					
INSURED Midtown Hotel Partners, LLC 109 29th Avenue North Nashville, TN 37203						
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.						
INCR	TYPE OF INSURANCE	ADDITIONAL CODE (W/D)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR No Deductible/SIR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	S59MXX809992	09/15/2019	09/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Excess/cont) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP ADD \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	S59MXX809992	09/15/2019	09/15/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	X X	SUO000491579	09/15/2019	09/15/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE TO BE PARTIAL/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	Liquor Liability		S59MXX809992	09/15/2019	09/15/2020	\$1,000,000/\$2,000,000
C	Crime		105496863	09/15/2019	09/15/2020	See Below
D	Cyber Security LI		V2463E190201	09/15/2019	09/15/2020	\$1,000,000/\$15,000 ded.
DESCRIPTION OF OPERATIONS (LOCATIONS) VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) E - UTS255982919 Eff Date: 09/15/2019 Exp Date: 09/15/2020 Terrorism Liability Coverage \$1,000,000 Each Claim \$2,000,000 Aggregate (See Attached Descriptions)						
CERTIFICATE HOLDER				CANCELLATION		
The Metropolitan Government of Nashville and Davidson C/O Insurance & Safety Div. 222 3rd Avenue North, #501 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 Sonya M. Hickman		



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-772, Version: 1

A resolution authorizing SAI RAM 09, Inc. to construct and install an aerial encroachment at 50 Music Square West (Proposal No.2021M-002EN-001).

WHEREAS, SAI RAM 09, Inc. plans to construct, install and maintain an aerial encroachment, under Proposal No. 2021M-002EN-001, at 50 Music Square West; and,

WHEREAS, Proposal No. 2021M-002EN-001 is comprised of architectural building trim, coping, cornice, exhaust cap and building mounted lights encroaching the public right-of-way on property located at 50 Music Square West; and,

WHEREAS, SAI RAM 09, Inc. has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said aerial encroachment; and,

WHEREAS, Metropolitan Code of Laws §13.16.030(A) allows the Council of The Metropolitan Government of Nashville and Davidson County to grant encroachments, permits, or privileges to construct, maintain and/or operate aerial cables, canopies, etc., over and/or across sidewalks and public rights-of-way by Resolution adopted by twenty-one (21) affirmative votes.

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

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached encroachment agreement, SAI RAM 09, Inc. is hereby granted the privilege to construct and maintain said aerial encroachment in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Resolution.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial encroachment shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of SAI RAM 09, Inc.

Section 3. That plans and specifications for said aerial encroachment shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by SAI RAM 09, Inc.

Section 4. That construction and maintenance of said aerial encroachment shall be under the direction, supervision, and control of the Director of Public Works, and its installation, when completed, must be

approved by said Director.

Section 5. That this Resolution confers upon SAI RAM 09, Inc., a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Resolution, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by said Metropolitan Government, SAI RAM 09, Inc., its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 6. SAI RAM 09, Inc., shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with said construction, installation, operation and maintenance of said aerial encroachment and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. SAI RAM 09, Inc. shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said aerial encroachment, and for any street closure.

Section 7. That the authority granted to SAI RAM 09, Inc. as herein described shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government 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 8. SAI RAM 09, Inc., shall and is hereby required, to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by SAI RAM 09, Inc. of all provisions of this Resolution shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Resolution shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Metropolitan Clerk and the Department of Public Works.

Section 11. 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 SAI RAM 09, Inc. to install and maintain an aerial encroachment at 50 Music Square West. The aerial encroachment will consist of architectural building trim, coping, cornice, exhaust cap,

and building mounted lights encroaching into the public right-of-way. The applicant must indemnify the Metropolitan Government from all claims in connection with the construction and maintenance of the signs, and is required to post a certificate of public liability insurance in the amount of \$2,000,000 with the Metropolitan Clerk naming the Metropolitan Government as an insured party.

This encroachment has been approved by the Planning Commission.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, SAI RAM 09 Inc, in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 11/9/2020

Janak Patel
(Owner of Property)
50 Music Square West
(Address of Property)
Nashville TN 37203
(City and State)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 9th day of Nov, 2020

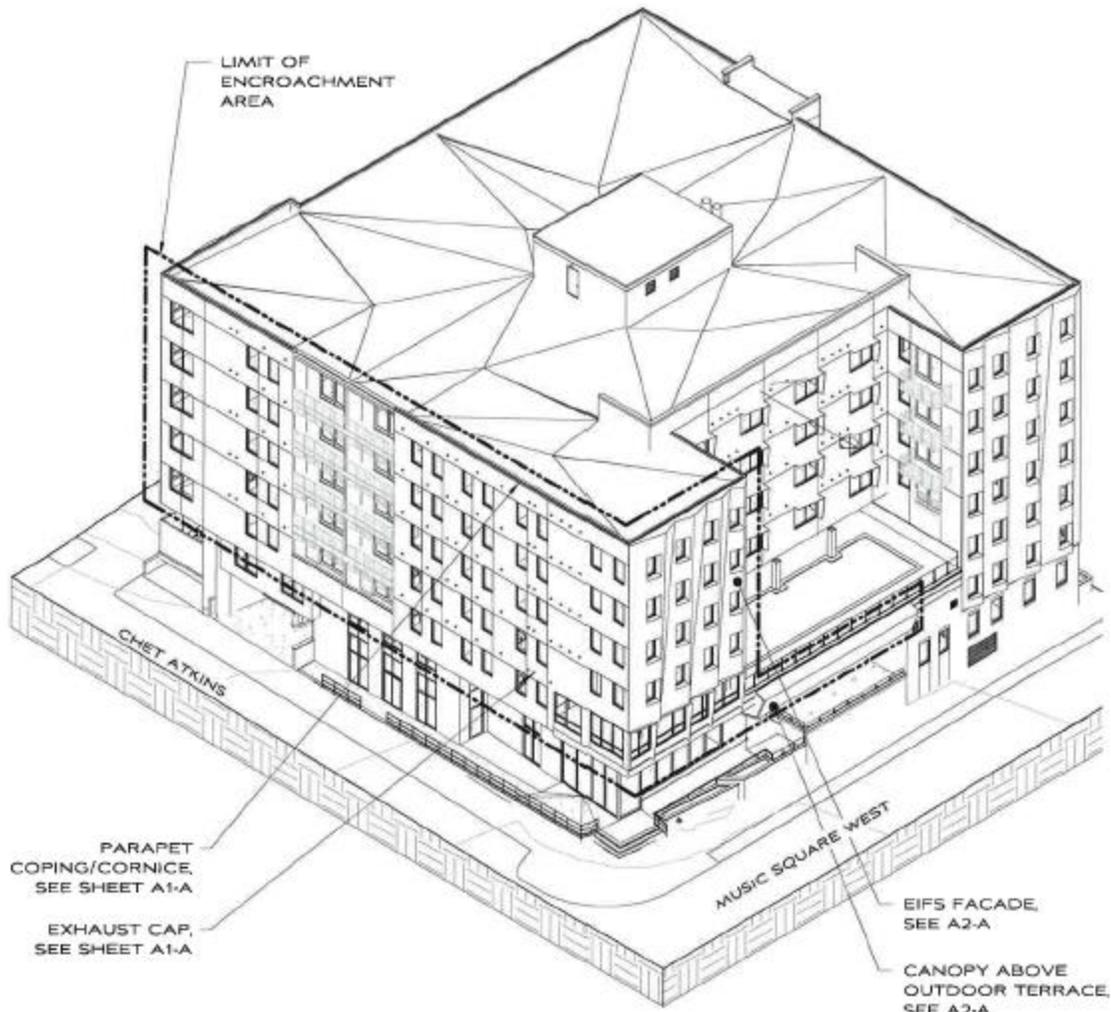
[Signature]
(NOTARY PUBLIC)

My Commission Expires: 7.9.2024



SHEET A

BUILDING VIEW, SHOWING NORTH AND WEST FACES



PERMIT APPLICATION 2020026837

50 MUSIC SQUARE WEST

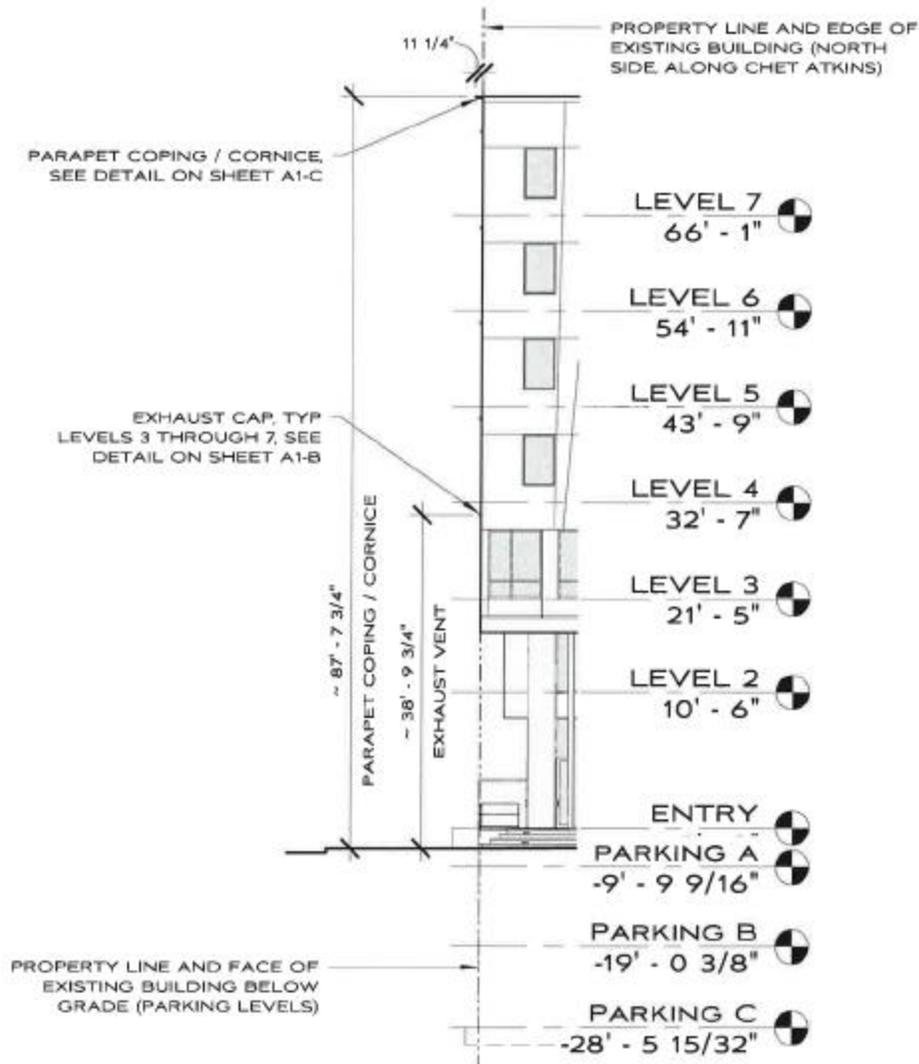
MANUEL ZEITLIN ARCHITECTS



TEL 615 256.2880
WWW.MZARCH.COM

516 HAGAN ST., STE 100 NASHVILLE, TN 37203

SHEET A1-A



① NORTH ENCROACHMENT HEIGHTS & DEPTHS
 1/16" = 1'-0"

PERMIT APPLICATION 2020026837

50 MUSIC SQUARE WEST

MANUEL ZEITLIN ARCHITECTS



TEL 615 256.2880

WWW.MZARCH.COM

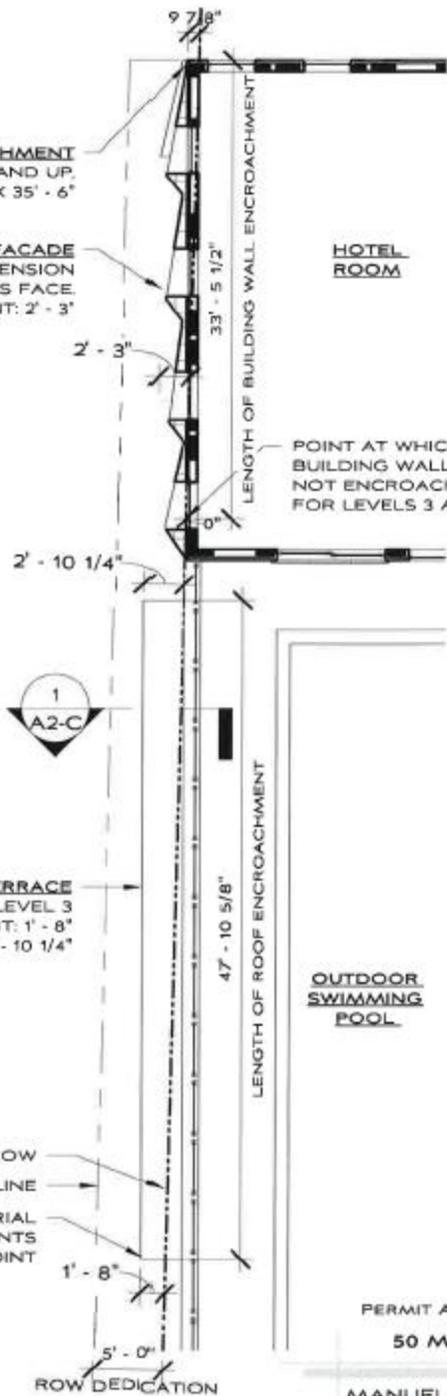
516 HAGAN ST., STE 100 NASHVILLE, TN 37203

SHEET A2-A

EXTERIOR WALL ENCROACHMENT
 TYP FOR LEVELS 3 AND UP
 FROM 0' - 0" TO 0' - 9 7/8" OVER APPROX 35' - 6"

EIFS FACADE
 ENCROACHMENT DIMENSION
 VARIES ACROSS FACE
 MAX ENCROACHMENT: 2' - 3"

SEE SHEET A2-B FOR
 HEIGHT OF
 ENCROACHMENTS
 ABOVE GRADE



HOTEL ROOM

POINT AT WHICH BUILDING WALL DOES NOT ENCROACH, TYP FOR LEVELS 3 AND UP

1
 A2-C

CANOPY ABOVE OUTDOOR TERRACE
 AT UNDERSIDE OF LEVEL 3
 MIN ENCROACHMENT: 1' - 8"
 MAX ENCROACHMENT: 2' - 10 1/4"

OUTDOOR SWIMMING POOL

ROW
 PROPERTY LINE
 NO AERIAL ENCROACHMENTS SOUTH OF THIS POINT

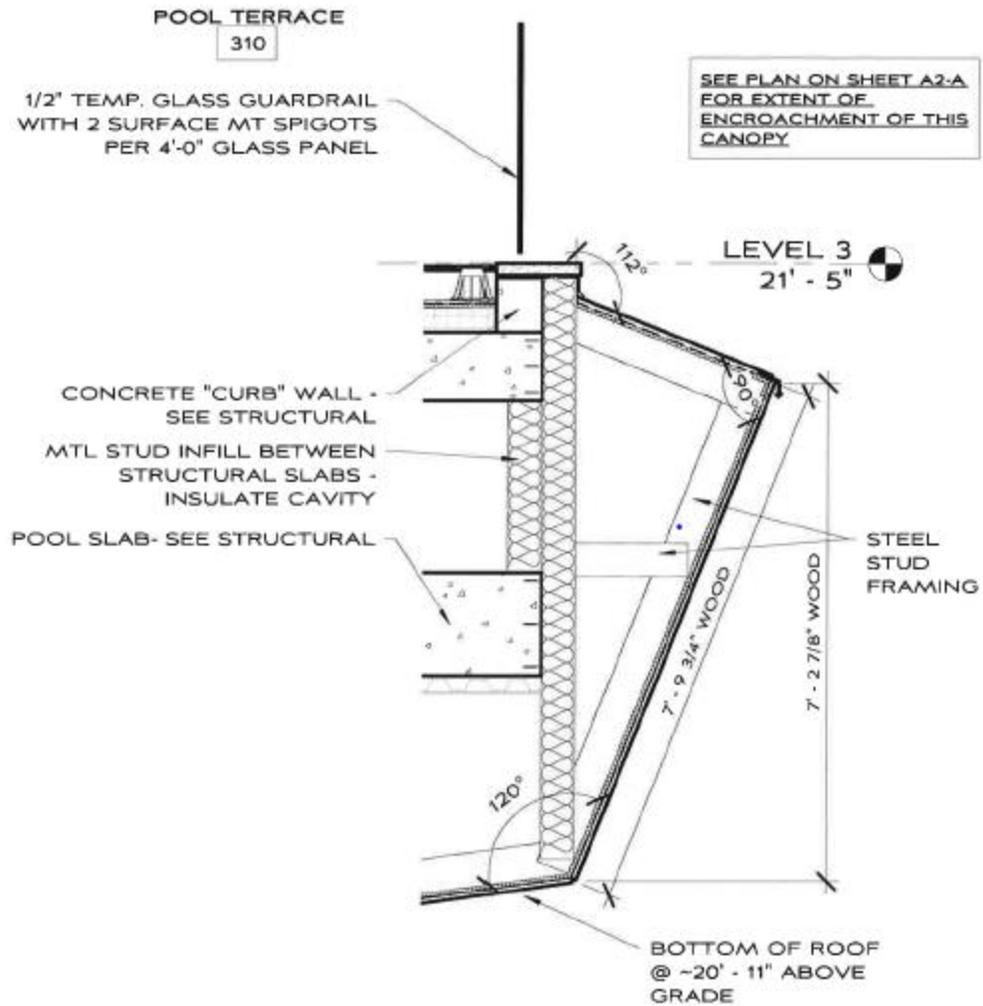
PERMIT APPLICATION 2020026837
 50 MUSIC SQUARE WEST

MANUEL ZEITLIN ARCHITECTS
 TEL 615 256-2880
 WWW.MZARCH.COM
 516 HAGAN ST., STE 100 NASHVILLE, TN 37203

1 FLOOR PLAN - LEVELS 3 - 7
 1" = 10'-0"



SHEET A2-C



① SECTION - CANOPY ABOVE TERRACE
1/2" = 1'-0"

PERMIT APPLICATION 2020026837

50 MUSIC SQUARE WEST

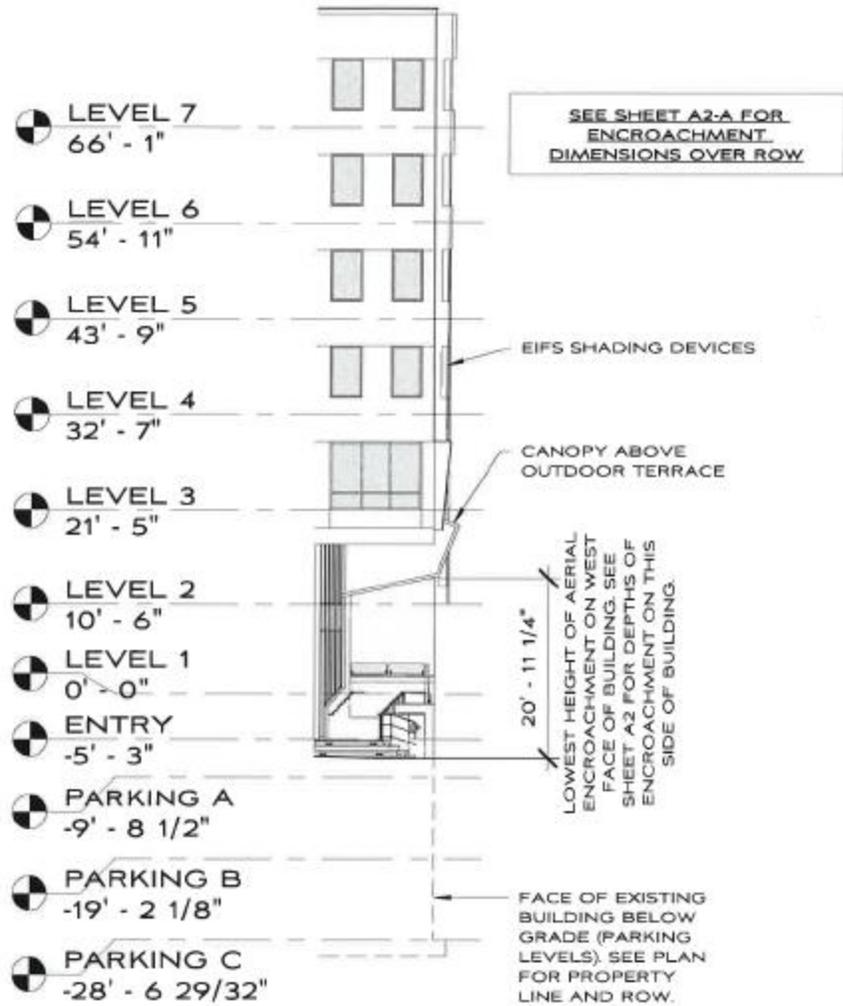
MANUEL ZEITLIN ARCHITECTS



TEL 615 256.2880
WWW.MZARCH.COM

516 HAGAN ST., STE 100 NASHVILLE, TN 37203

SHEET A2-B



① WEST ENCROACHMENT HEIGHTS
 1/16" = 1'-0"

PERMIT APPLICATION 2020026837

50 MUSIC SQUARE WEST

MANUEL ZEITLIN ARCHITECTS

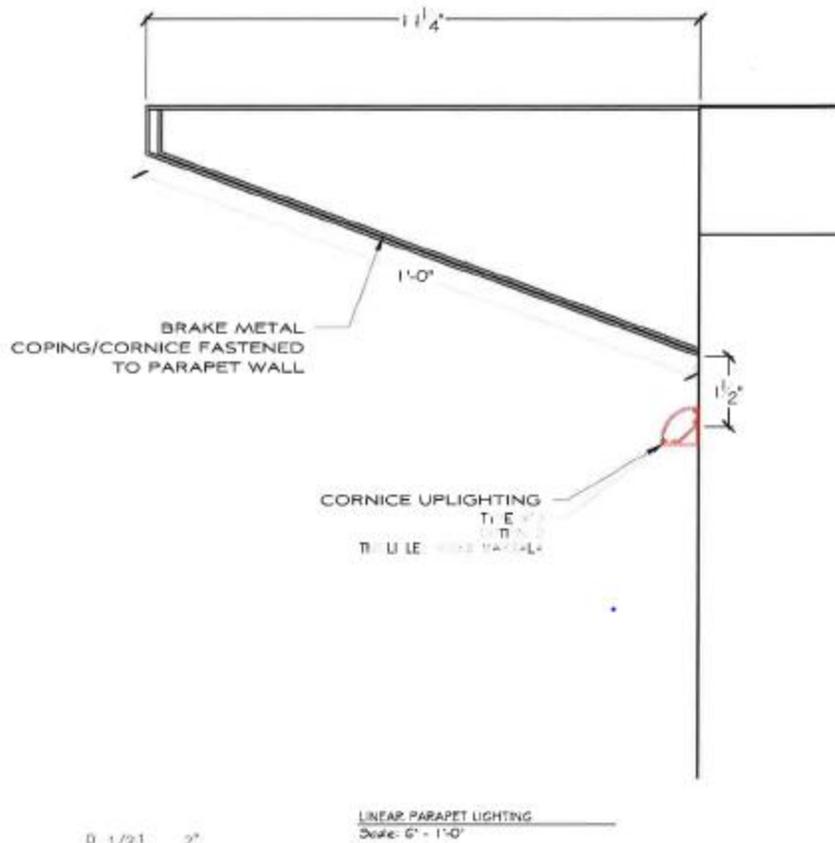


TEL 615 256.2880
WWW.MZARCH.COM

516 HAGAN ST., STE 100 NASHVILLE, TN 37203

SHEET A1-C

PARAPET COPING / CORNICE



PERMIT APPLICATION 2020026837

50 MUSIC SQUARE WEST

MANUEL ZEITLIN ARCHITECTS

TEL 615 256.2880
WWW.MZARCH.COM
514 HAGAN ST., STE 100 NASHVILLE, TN 37203

SHEET A1-B

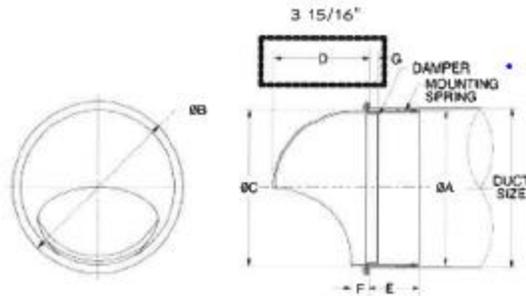
EXHAUST CAP SPEC, NORTH FACE OF BUILDING

Model: SFB

Dryer Vent

- Standard with Flapper Damper
- Large Free Area Reduce Clogging
- All Aluminum Construction

- Material: Aluminum
- Standard Finish: Clear Anodized



MODEL	DUCT SIZE	A	B	C	D	E	F	G	FREE AREA
SFB 4	4"	2 13/16"	4 3/8"	3 25/64"	2 11/16"	1 9/16"	1 1/8"	3/8"	0.054sq.ft
SFB 6	6"	5 7/16"	6 7/16"	5 1/8"	3 1/8"	2 9/16"	1 1/2"	1/2"	0.12sq.ft

Product dimensions are listed to nearest 1/16" round. All dimensions in inches.

JOB NAME:	SUBMITTED BY:	DATE:	Model SFB Dryer Vent Form No.422-22B
LOCATION:			
ARCHITECT:			
ENGINEER:			
CONTRACTOR:			

P.O.Box 91613 Pasadena, CA 91109 U.S.A. Tel: (800) 244-0030 (626) 395-7299 Fax: (626) 395-7200 <http://www.srha.com> e-mail: info@srha.com

PERMIT APPLICATION 2020026837

50 MUSIC SQUARE WEST

MANUEL ZEITLIN ARCHITECTS

TEL 615 256.2880
 WWW.MZARCH.COM
 516 HAGAN ST., STE 100 NASHVILLE, TN 37203



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-773, Version: 1

A resolution authorizing State Street Midtown L.P. to construct and install an aerial encroachment at 1601 Patterson Street (Proposal No.2021M-004EN-001).

WHEREAS, State Street Midtown L.P. plans to construct, install and maintain an aerial encroachment, under Proposal No. 2021M-004EN-001, at 1601 Patterson Street; and,

WHEREAS, Proposal No. 2021M-004EN-001 is comprised of balcony overhangs, metal canopies, a blade sign and string lights, encroaching the public right-of-way on property located at 1601 Patterson Street; and,

WHEREAS, State Street Midtown L.P. has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said aerial encroachment; and,

WHEREAS, Metropolitan Code of Laws §13.16.030(A) allows the Council of The Metropolitan Government of Nashville and Davidson County to grant encroachments, permits, or privileges to construct, maintain and/or operate aerial cables, canopies, etc., over and/or across sidewalks and public rights-of-way by Resolution adopted by twenty-one (21) affirmative votes.

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

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached encroachment agreement, State Street Midtown L.P. is hereby granted the privilege to construct and maintain said aerial encroachment in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Resolution.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial encroachment shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of State Street Midtown L.P.

Section 3. That plans and specifications for said aerial encroachment shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by State Street Midtown L.P.

Section 4. That construction and maintenance of said aerial encroachment shall be under the direction, supervision, and control of the Director of Public Works, and its installation, when completed, must be approved by said Director.

Section 5. That this Resolution confers upon State Street Midtown L.P., a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Resolution, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by said Metropolitan Government, State Street Midtown L.P., its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 6. State Street Midtown L.P. shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with said construction, installation, operation and maintenance of said aerial encroachment and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. State Street Midtown L.P. shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said aerial encroachment, and for any street closure.

Section 7. That the authority granted to State Street Midtown L.P. as herein described shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government 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 8. State Street Midtown L.P. shall and is hereby required to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least four million (\$4,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by State Street Midtown L.P. of all provisions of this Resolution shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Resolution shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Metropolitan Clerk and the Department of Public Works.

Section 11. 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 State Street Midtown L.P. to install and maintain an aerial encroachment at 1601 Patterson Street. The aerial encroachment will consist of balcony overhangs, metal canopies, a blade sign, and string lights, encroaching the public right-of-way encroaching into the public right-of-way. The applicant

must indemnify the Metropolitan Government from all claims in connection with the construction and maintenance of the signs, and is required to post a certificate of public liability insurance in the amount of \$2,000,000 with the Metropolitan Clerk naming the Metropolitan Government as an insured party.

This encroachment has been approved by the Planning Commission.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, _____, in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: August 19, 2020 _____
(Owner of Property)

(Address of Property)

(City and State)

Manlyon d
STATE OF TENNESSEE
Montgomery
COUNTY OF DAVIDSON

Sworn to and subscribed before
Me this 19th day of August, 2020

JMY
(NOTARY PUBLIC)

My Commission Expires: JOSEPH WONG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 12, 2022

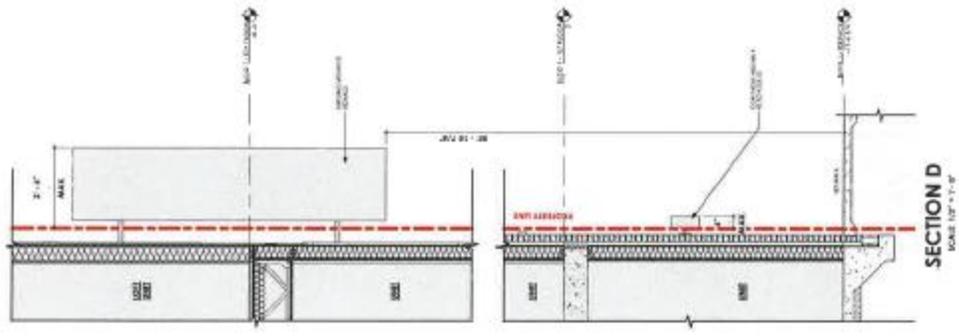


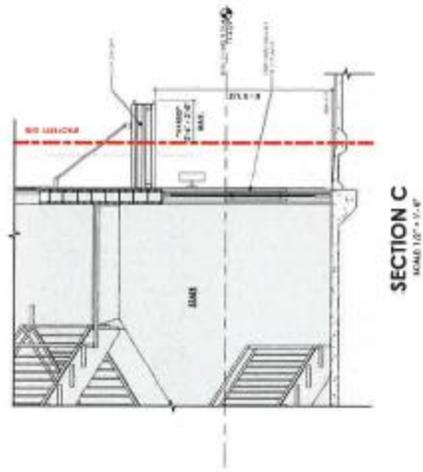


Kimley-Horn
KV+D
 ROBERT HOODIN DESIGN

STATE STREET APARTMENTS
 NASHVILLE, TN
 TRADE SHOW
 2ND FLOOR
 SCALE: 1/8" = 1'-0"

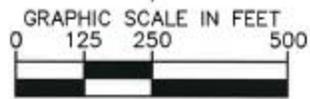
3







K:\NSH_VUE\11286039 - STATE STREET\Aerial\AerialMap.dwg Layout1 Sep 25, 2019 4:47pm by alexandra.natali



Kimley»Horn
 214 OCEANSDRIVE
 NASHVILLE, TN 37204
 PHONE: (615) 564-2701
 www.kimley-horn.com

PROJECT:
 STATE STREET

TITLE:
 VICINITY MAP

CLIENT:
 WOODFIELD
 INVESTMENTS

JOB NO.: 011286039
 SCALE: 1" = 250'
 DATE: 09/27/2019
 SHEET:
 EXHIBIT A

Proposal No. 2021M-004EN-001

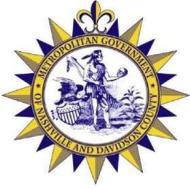
ACORD TM	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 8/21/2020				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 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 any rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER USI Ins Svcs Wrap Proj Spec 3190 Fairview Park Drive Suite 400 Falls Church, VA 22042-4546 703 698-0788	CONTRACT NAME: Irene Fick PHONE (A/C No. Ext): 703 698-0788 FAX (A/C No.): 610 362-8377 E-MAIL: irene.fick@usi.com ADDRESS:					
INSURED State Street Midtown L.P. 3403 Cummings Lane Chevy Chase, MD 20815	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Houston Casualty Company 42374 INSURER B: Evanston Insurance Company 35378 INSURER C: INSURER D: INSURER E: 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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	Y Y	H19PC3118400	12/17/2019	12/17/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$25,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		As Scheduled			\$ \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MKLV2EUL10377	12/17/2019	12/17/2024	EACH OCCURRENCE \$8,000,000 AGGREGATE \$16,000,000 Products Agg \$8,000,000 PER STATUTE OTHER
	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				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability 2nd layer		H19XC5121600	12/17/2019	12/17/2024	\$15,000,000 Occ/\$30M Aggregate/Products Agg \$15,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability Deductible is per occurrence \$25,000 for bodily injury and property damage Terrorism is included Project aggregate applies as per scheduled jobs RE: 1610 State Street, Nashville TN Certificate holder is an additional insured in respects to general liability. 30 day cancellation notice provided.						
CERTIFICATE HOLDER				CANCELLATION		
The Metropolitan Government of Nashville and Davidson County and Metro Legal & Claims, 222 3rd Ave. North, #501 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 		

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 1
 #S29632372/M27623999

The ACORD name and logo are registered marks of ACORD

JXKFS



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-774, **Version:** 1

A resolution authorizing the Director of Public Property, or designee, to exercise option agreements for the purchase of three flood-prone properties, located on Madison Boulevard, for Metro Water Services (MWS Project No. 17WS0001 and Proposal No. 2021M-002PR-001).

WHEREAS, it is in the public interest for The Metropolitan Government of Nashville & Davidson County to acquire certain flood-prone property; and,

WHEREAS, the properties located at 723, 727 and 731 Madison Boulevard are flood-prone; and,

WHEREAS, Section 2.24.250(F) of the Metropolitan Code of Laws provides:

Where land in fee simple is being purchased for purposes other than for rights-of-way for highways, streets, roads, alleys and other places for vehicular traffic, the director of public property administration shall negotiate for the purchase of such property and seek to obtain from the owner an option to sell to the Metropolitan government at a fixed price, subject to the approval of the Metropolitan Council by resolution, and no purchase shall be consummated until it has been so approved by the Metropolitan Council; and,

WHEREAS, pursuant to the terms of the agreements attached hereto and incorporated herein as Exhibits 1-3, the Metropolitan Government holds an Options to purchase certain real properties as shown in Section 1 below; and,

WHEREAS, The Metropolitan Planning Commission approved mandatory referral No. 2021M-002PR-001 on January 28, 2021, for acquisition of the properties; and,

WHEREAS, it is in the best interest of the citizens of Nashville and Davidson County to approve the purchase of said property.

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

Section 1. The Director of Public Property, or designee, is hereby authorized to exercise the options to purchase three flood-prone properties located at 723, 727 and 731 Madison Boulevard as shown and described on Exhibits 1-3, which are attached hereto and incorporated by reference and to execute the necessary documents pertaining thereto.

<u>Tax Map & Parcel</u>	<u>Address</u>	<u>Council District</u>
052-01-0 332.00	723 Madison Boulevard, 37115	7
052-01-0 331.00	727 Madison Boulevard, 37115	7
052-01-0 287.00	731 Madison Boulevard, 37115	7

Section 2. This resolution shall take effect upon passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution authorizes the purchase of three flood prone properties in District 7: 723, 727, and 731 Madison Boulevard. This purchase is part of the Metro Water Services' on-going program to purchase flood prone properties, generally using grant funds. Metro has acquired options to purchase these three properties for \$6,000 each.

This resolution has been approved by the planning commission.

Fiscal Note: The market value of the three properties is \$18,000 based on an appraisal performed on April 15, 2020.

FEE SIMPLE ACQUISITION OPTION

Project: **Acquisition for Metropolitan Water Services**

Property Address: **723 Madison Boulevard
Madison, Tennessee 37115**

Map No. **052-01-0**
Parcel Nos. **332.00**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual benefits that will accrue by reason of the hereinafter described acquisition, we/I hereby grant and give to the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metropolitan Government"), its agents or assigns, the right and option to purchase at any time within **90** days from the date hereof or within a reasonable period of time thereafter necessary to obtain the required documents to conclude the closing, upon the terms set forth, the fee simple interest in the herein described property located in Metropolitan Nashville and Davidson County, Tennessee:

Being Parcel 332.00, Davidson County Tax Map 052-01-0, containing **0.23 acres, more or less, and as more particularly described in Exhibit A attached hereto.**

And Grantor(s) hereby agree(s) upon notice of the desire of the Metropolitan Government to exercise said right or option, within the time set out above (the Notice), to convey to said Metropolitan Government, its agents or assigns, by good and sufficient warranty deed, the stated interest in the described tract of land. In the event the Metropolitan Government does not give notice of exercise of this option within the time set out above, this instrument is to become null and void.

It is agreed that consideration paid to Grantor(s) by the Metropolitan Government will be applied consistent with applicable lien holders agreements, if applicable, unless waived by said lien holders. It is further agreed that when this option is executed, Grantor(s) shall give complete possession of above described property by date of deed.

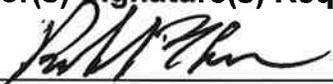
It is agreed should the Metropolitan Government exercise said right or option within the time set out above, that Grantor(s) will be paid the Fair Market Value of **Six Thousand and No/100ths Dollars (\$6,000.00)** upon execution of the aforesaid deed to the Metropolitan Government. Grantor(s) will pay taxes for the current year (pro-rated) and all back taxes, if any, assessed on above described property.

It is agreed that within ~~ten~~ **(10)** days from this agreement, the Metropolitan Government will be granted access to the ~~property~~ **property** at all times for the purpose of performing a Survey, Phase I Environmental Site Assessment, and any and all inspections deemed necessary.

The purchase of this property is contingent upon the approval of the Metropolitan Council.

IN WITNESS WHEREOF, we/I hereunto set our/my hand(s) and obligate ourselves/myself and our/my heirs, executors and assigns to faithfully perform this agreement, in its entirety, on this, the 5 day of Jan, 2021.

Grantor(s) Signature(s) Required:



For the Metropolitan Government:

**Trael Webb, Director
Public Property Administration**

EXHIBIT A

Legal Description

A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lots Nos. 1, 2 and 3 on the Resubdivision of the north ½ of the south of Lots 13 and 14 of Block "L" of the revised Plan of Power & Roth Madison Park Subdivision of record in Book 843, page 7, Register's Office to which Resubdivision Plat reference is hereby made for a more complete description.

Being the same property conveyed to C. W. Tidwell, Jim Hardy, H. S. Tidwell, R. B. Salter, and James A Griffith, Jr. by deed from James Cole and wife, Judy Cole of record in Book 5281, page 246, said Register's Office. The said James A. Griffith Jr., having since conveyed his interest in said realty to the other Grantees by deed of record in Book 5522, page 816, said Register's Office.

The conveyance is made subject to Metro Property Taxes for the years 1980 through 1985 which the grantees herein assume.

Parcel Map Attached

FEE SIMPLE ACQUISITION OPTION

Project: **Acquisition for Metropolitan Water Services**

Property Address: **727 Madison Boulevard
Madison, Tennessee 37115**

Map No. **052-01-0**
Parcel Nos. **331.00**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual benefits that will accrue by reason of the hereinafter described acquisition, we/I hereby grant and give to the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metropolitan Government"), its agents or assigns, the right and option to purchase at any time within **90** days from the date hereof or within a reasonable period of time thereafter necessary to obtain the required documents to conclude the closing, upon the terms set forth, the fee simple interest in the herein described property located in Metropolitan Nashville and Davidson County, Tennessee:

Being Parcel 331.00, Davidson County Tax Map 052-01-0, containing **0.23 acres, more or less, and as more particularly described in Exhibit A attached hereto.**

And Grantor(s) hereby agree(s) upon notice of the desire of the Metropolitan Government to exercise said right or option, within the time set out above (the Notice), to convey to said Metropolitan Government, its agents or assigns, by good and sufficient warranty deed, the stated interest in the described tract of land. In the event the Metropolitan Government does not give notice of exercise of this option within the time set out above, this instrument is to become null and void.

It is agreed that consideration paid to Grantor(s) by the Metropolitan Government will be applied consistent with applicable lien holders agreements, if applicable, unless waived by said lien holders. It is further agreed that when this option is executed, Grantor(s) shall give complete possession of above described property by date of deed.

It is agreed should the Metropolitan Government exercise said right or option within the time set out above, that Grantor(s) will be paid the Fair Market Value of **Six Thousand and No/100ths Dollars (\$6,000.00)** upon execution of the aforesaid deed to the Metropolitan Government. Grantor(s) will pay taxes for the current year (pro-rated) and all back taxes, if any, assessed on above described property.

It is agreed that within ten (10) days from this agreement, the Metropolitan Government will be granted access to the property at all times for the purpose of performing a Survey, Phase I Environmental Site Assessment, and any and all inspections deemed necessary.

The purchase of this property is contingent upon the approval of the Metropolitan Council.

IN WITNESS WHEREOF, we/I hereunto set our/my hand(s) and obligate ourselves/myself and our/my heirs, executors and assigns to faithfully perform this agreement, in its entirety, on this, the 8 day of June, 2021.

Grantor(s) Signature(s) Required:



For the Metropolitan Government:

**Trael Webb, Director
Public Property Administration**

EXHIBIT A

Legal Description

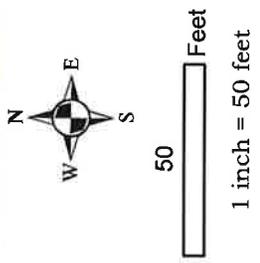
A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lots Nos. 1, 2 and 3 on the Resubdivision of the north ½ of the south of Lots 13 and 14 of Block "L" of the revised Plan of Power & Roth Madison Park Subdivision of record in Book 843, page 7, Register's Office to which Resubdivision Plat reference is hereby made for a more complete description.

Being the same property conveyed to C. W. Tidwell, Jim Hardy, H. S. Tidwell, R. B. Salter, and James A Griffith, Jr. by deed from James Cole and wife, Judy Cole of record in Book 5281, page 246, said Register's Office. The said James A. Griffith Jr., having since conveyed his interest in said realty to the other Grantees by deed of record in Book 5522, page 816, said Register's Office.

The conveyance is made subject to Metro Property Taxes for the years 1980 through 1985 which the grantees herein assume.

Parcel Map Attached



727 Madison Blvd

Madison, TN 37115
 Council District: 7
 Map/Parcel: 05201033100

-  Streams and Rivers
-  Parcels
-  Water Bodies
-  Floodway
-  Floodplain

FEE SIMPLE ACQUISITION OPTION

Project: **Acquisition for Metropolitan Water Services**

Property Address: **731 Madison Boulevard
Madison, Tennessee 37115**

Map No. **052-01-0**
Parcel Nos. **287.00**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual benefits that will accrue by reason of the hereinafter described acquisition, we/I hereby grant and give to the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metropolitan Government"), its agents or assigns, the right and option to purchase at any time within **90** days from the date hereof or within a reasonable period of time thereafter necessary to obtain the required documents to conclude the closing, upon the terms set forth, the fee simple interest in the herein described property located in Metropolitan Nashville and Davidson County, Tennessee:

Being Parcel 287.00, Davidson County Tax Map 052-01-0, containing **0.23 acres, more or less, and as more particularly described in Exhibit A attached hereto.**

And Grantor(s) hereby agree(s) upon notice of the desire of the Metropolitan Government to exercise said right or option, within the time set out above (the Notice), to convey to said Metropolitan Government, its agents or assigns, by good and sufficient warranty deed, the stated interest in the described tract of land. In the event the Metropolitan Government does not give notice of exercise of this option within the time set out above, this instrument is to become null and void.

It is agreed that consideration paid to Grantor(s) by the Metropolitan Government will be applied consistent with applicable lien holders agreements, if applicable, unless waived by said lien holders. It is further agreed that when this option is executed, Grantor(s) shall give complete possession of above described property by date of deed.

It is agreed should the Metropolitan Government exercise said right or option within the time set out above, that Grantor(s) will be paid the Fair Market Value of **Six Thousand and No/100ths Dollars (\$6,000.00)** upon execution of the aforesaid deed to the Metropolitan Government. Grantor(s) will pay taxes for the current year (pro-rated) and all back taxes, if any, assessed on above described property.

It is agreed that within ten (10) days from this agreement, the Metropolitan Government will be granted access to the property at all times for the purpose of performing a Survey, Phase I Environmental Site Assessment, and any and all inspections deemed necessary.

The purchase of this property is contingent upon the approval of the Metropolitan Council.

IN WITNESS WHEREOF, we/I hereunto set our/my hand(s) and obligate ourselves/myself and our/my heirs, executors and assigns to faithfully perform this agreement, in its entirety, on this, the 8 day of June, 2021.

Grantor(s) Signature(s) Required:



For the Metropolitan Government:

**Trael Webb, Director
Public Property Administration**

EXHIBIT A

Legal Description

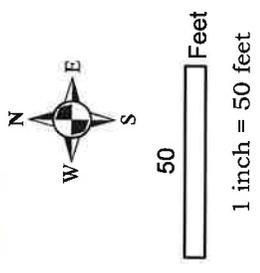
A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lots Nos. 1, 2 and 3 on the Resubdivision of the north ½ of the south of Lots 13 and 14 of Block "L" of the revised Plan of Power & Roth Madison Park Subdivision of record in Book 843, page 7, Register's Office to which Resubdivision Plat reference is hereby made for a more complete description.

Being the same property conveyed to C. W. Tidwell, Jim Hardy, H. S. Tidwell, R. B. Salter, and James A Griffith, Jr. by deed from James Cole and wife, Judy Cole of record in Book 5281, page 246, said Register's Office. The said James A. Griffith Jr., having since conveyed his interest in said realty to the other Grantees by deed of record in Book 5522, page 816, said Register's Office.

The conveyance is made subject to Metro Property Taxes for the years 1980 through 1985 which the grantees herein assume.

Parcel Map Attached

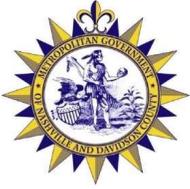


731 Madison Blvd

Madison, TN 37115
 Council District: 7
 Map/Parcel: 05201028700

Streams and Rivers

-  Streams and Rivers
-  Parcels
-  Water Bodies
-  Floodway
-  Floodplain



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-775, **Version:** 1

A resolution authorizing the acquisition and removal of an additional 11 flood-prone properties and revising estimated property acquisition costs to the previously approved 45 flood-prone properties in the Sevenmile Creek watersheds. (MWS Project No. 19-SWC-214 and Proposal Number 2019M-014PR-002)

WHEREAS, The Metropolitan Council previously enacted Resolution RS2020-626 which approved the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to enter into amendment one to an agreement with the United States Department of the Army for the Sevenmile Creek Flood Risk Management Project in Davidson County, Tennessee; and,

WHEREAS, Resolution RS2020-626 specified the additional 11 flood-prone properties in the Sevenmile Creek watershed, would be identified in separate legislation; and,

WHEREAS, Resolution RS2020-626 revised the estimated property acquisition costs to the previously approved 45 flood-prone properties in the Sevenmile Creek watersheds; and,

WHEREAS, Resolution RS2020-626 provides that the United States Department of the Army and the Metropolitan Government of Nashville and Davidson County will jointly fund the cost of the project; and,

WHEREAS, United States Department of the Army has identified and provided to the Department of Water and Sewerage Services the specific parcels to be acquired, a copy of which including details on the specific parcels, is attached hereto (Exhibits 1 and 2); and,

WHEREAS, the Department of Water and Sewerage Services has provided the budgeted property costs for each acquisition and will acquire properties in stages within the estimates approved by RS2020-626; and,

WHEREAS, The Metropolitan Planning Commission approved mandatory referral No. 2019M-014PR-002 on December 4, 2020, for acquisition of the property; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that that the Department of Water and Sewerage Services be authorized to acquire and demolish the specific properties included in the agreement.

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

Section 1. That, notwithstanding the provisions of Section 2.24.250.F of the Metropolitan Code to the contrary, Department of Water and Sewerage Services is hereby authorized to acquire interests in the real property identified by the United States Department of the Army, attached hereto and incorporated herein, and to execute all other necessary actions pursuant to the Sevenmile Creek Flood Risk Management Project.

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 authorizes the acquisition and removal of an additional 11 flood-prone properties and revises estimated property acquisition costs to the previously approved 45 flood-prone properties in the Sevenmile Creek watershed.

The Metropolitan Council approved Resolution No. RS2020-626 to approve amendment one to an agreement with the U.S. Department of the Army for the Sevenmile Creek Flood Risk Management Project in Davidson County. That resolution noted that 11 additional flood-prone properties in the Sevenmile Creek watershed would be identified in separate legislation.

These 11 additional properties are all in Council District 26, with one property on Cathy Jo Drive, eight properties on Elysian Fields Road, and two properties on West Durrett Drive.

This has been approved by the planning commission.

Fiscal Note: The total cost to acquire the 11 additional properties is \$3,441,145. The cost includes the survey, appraisal, acquisition costs, closing attorney fees, environmental assessment, abatement, termination of water and sewer, demolition and restoration.

CD #	Owner	PROPERTY ADDRESS					Description	Parcel	Estimated Property Acquisition Costs
		House #	Street Name	City	State	Zip			
16	Perez, Ignacio	1051	Antioch Pike	Nashville	TN	37211	SFR	133 08 0 031.00	\$ 235,280.00
16	Vaal, Jason	1053	Antioch Pike	Nashville	TN	37211	SFR	133 08 0 032.00	\$ 177,230.00
26	Cunningham, Evey R. & Nicholas	263	Cathy Jo Drive	Nashville	TN	37211	SFR	133 12 0 138.00	\$ 336,260.00
26	<i>Hunter, Charles E. & Carolyn</i>	<i>279</i>	<i>Cathy Jo Drive</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 12 0 142.00</i>	<i>\$ 314,795.00</i>
26	Neiger, David R. & Carol R	3904	Dewain Drive	Nashville	TN	37211	SFR	133 12 0 118.00	\$ 289,280.00
26	McCallie, Bonnie & David	4943	Edmondson Pike	Nashville	TN	37211	SFR	147 07 0 006.00	\$ 265,520.00
26	Hoppe, Paul Todd & Bonnie Mai	4945	Edmondson Pike	Nashville	TN	37211	SFR	147 07 0 007.00	\$ 314,795.00
26	Hoppe, Paul Todd & Bonnie Mai	4949	Edmondson Pike	Nashville	TN	37211	SFR	147 07 0 009.00	\$ 269,165.00
26	Guadarrama, Librado & Rose A.	4951	Edmondson Pike	Nashville	TN	37211	SFR	147 07 0 010.00	\$ 297,380.00
26	Scrivner, W. B. & Shirley C.	4953	Edmondson Pike	Nashville	TN	37211	SFR	147 07 0 011.00	\$ 268,220.00
26	Denson, Bobby Ray	5005	Edmondson Pike	Nashville	TN	37211	SFR	147 06 0 202.00	\$ 255,530.00
26	Williams, Robert Andrew	5043	Edmondson Pike	Nashville	TN	37211	SFR	147 10 0 075.00	\$ 325,325.00
4	Hayes, Brian & Bonnie & Janet	5423	Edmondson Pike	Nashville	TN	37211	SFR	161 00 0 026.00	\$ 441,560.00
26	Bruce, Aaron & Mills, Stanley	245	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 160.00	\$ 285,095.00
26	<i>Stackel, Susan K.</i>	<i>249</i>	<i>Elysian Fields Road</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 12 0 161.00</i>	<i>\$ 285,905.00</i>
26	<i>Wertsbaugh, Shelby & Kenneth</i>	<i>253</i>	<i>Elysian Fields Road</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 12 0 162.00</i>	<i>\$ 257,690.00</i>
26	Roper, Shari L.	256	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 149.00	\$ 285,230.00
26	<i>Kennedy, Jonathan Daniel</i>	<i>257</i>	<i>Elysian Fields Road</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 12 0 163.00</i>	<i>\$ 284,420.00</i>
26	Lara, Leovi	260	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 148.00	\$ 307,505.00
26	<i>Hughes, Marcia Anne</i>	<i>261</i>	<i>Elysian Fields Road</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 12 0 164.00</i>	<i>\$ 295,355.00</i>
26	Chavez, Olga & Manuel & Pablo	264	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 147.00	\$ 301,160.00
26	<i>Ray, Robert Tyler Jr.</i>	<i>265</i>	<i>Elysian Fields Road</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 12 0 165.00</i>	<i>\$ 277,130.00</i>
26	Maddux, James Robert	266	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 146.00	\$ 272,000.00
26	<i>Kennedy, Allen Cyrus & William</i>	<i>269</i>	<i>Elysian Fields Road</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 12 0 166.00</i>	<i>\$ 329,915.00</i>
26	<i>Gentry, Katelyn B.</i>	<i>273</i>	<i>Elysian Fields Road</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 12 0 167.00</i>	<i>\$ 341,525.00</i>
26	Jimenez, Joes Luis & Rodriquez	274	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 145.00	\$ 318,980.00
26	Carroll, James C.	277	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 168.00	\$ 320,735.00
26	Tran, Chieu & Dao, Thuy K.	280	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 144.00	\$ 282,125.00
26	Hays, Kathryn & Brandon	285	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 119.00	\$ 298,865.00
26	Morgan, Michael E. & Shirley A.	286	Elysian Fields Road	Nashville	TN	37211	SFR	133 12 0 120.00	\$ 311,960.00
26	Snodgrass, David & Patti	3901	Dewain Drive	Nashville	TN	37211	SFR	133 11 0 071.00	\$ 314,660.00
26	<i>Miranda, Jose & Gonzalas, Auro</i>	<i>288</i>	<i>Elysian Fields Road</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>133 11 0 083.00</i>	<i>\$ 309,800.00</i>
26	Hodge, Andrew B. & Madeline C.	348	Foxglove Drive	Nashville	TN	37211	SFR	133 15 0 016.00	\$ 281,450.00
26	Emergent Properties, LLC	356	Foxglove Drive	Nashville	TN	37211	Duplex	133 15 0 071.00	\$ 223,670.00
26	Grissom, Pamela Kaye	362	Foxglove Drive	Nashville	TN	37211	Duplex	117 03 0 030.00	\$ 271,190.00
26	Grissom, Pamela Kaye	364	Foxglove Drive	Nashville	TN	37211	Duplex	147 03 0 031.00	\$ 270,110.00
26	King, Jolyon H. & Macia M.	205	Nunley Drive	Nashville	TN	37211	SFR	133 12 0 154.00	\$ 292,385.00
26	Winger, Brendan	450	Paragon Mills Road	Nashville	TN	37211	SFR	133 00 0 057.00	\$ 303,860.00
26	Tran, Thanh	476	Paragon Mills Road	Nashville	TN	37211	SFR	133 11 0 067.00	\$ 321,140.00
26	Sherrod, Percell ET UX	478	Paragon Mills Road	Nashville	TN	37211	SFR	133 11 0 066.00	\$ 288,470.00
26	Molina, Jose & Marin Wendy Ju	480	Paragon Mills Road	Nashville	TN	37211	SFR	133 11 0 065.00	\$ 304,940.00
26	Woldelessie, Yeamane & Hogsä	482	Paragon Mills Road	Nashville	TN	37211	SFR	133 11 0 064.00	\$ 296,435.00
26	McBrayer, Jerrod	484	Paragon Mills Road	Nashville	TN	37211	SFR	133 11 0 063.00	\$ 287,390.00
26	Sakwall, Noorialai & Hasina	486	Paragon Mills Road	Nashville	TN	37211	SFR	133 11 0 062.00	\$ 299,270.00
26	Soto, Sipriano Jr.	492	Paragon Mills Road	Nashville	TN	37211	SFR	133 11 0 061.00	\$ 334,370.00
26	Bowman, Nancee ET VIR	494	Paragon Mills Road	Nashville	TN	37211	SFR	133 11 0 060.00	\$ 296,300.00
26	Pehelps, Jack C. ET UX	517	Paragon Mills Road	Nashville	TN	37211	SFR	133 00 0 067.00	\$ 447,365.00
26	Kraag, Louis R.	521	Paragon Mills Road	Nashville	TN	37211	SFR	133 00 0 066.00	\$ 471,395.00
26	Shuler, Edward W. & Mindlin T	5030	Suter Drive	Nashville	TN	37211	SFR	147 10 0 033.00	\$ 351,515.00
26	Arnold, Edward R. & Michelle	5036	Suter Drive	Nashville	TN	37211	SFR	147 10 0 036.00	\$ 377,975.00
26	Word, Mildred D. ET VIR	5038	Suter Drive	Nashville	TN	37211	SFR	147 10 0 037.00	\$ 379,460.00
26	<i>Perry, Melanie</i>	<i>5004</i>	<i>West Durrett Drive</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>147 10 0 061.00</i>	<i>\$ 396,875.00</i>
26	<i>Ballard, David L. ET UX</i>	<i>5009</i>	<i>West Durrett Drive</i>	<i>Nashville</i>	<i>TN</i>	<i>37211</i>	<i>SFR</i>	<i>147 10 0 051.00</i>	<i>\$ 347,735.00</i>
26	Denlinger, Zackery Ross	5011	West Durrett Drive	Nashville	TN	37211	SFR	147 10 0 050.00	\$ 393,095.00
26	Meissner, Jordan Walter & Kris	5013	West Durrett Drive	Nashville	TN	37211	SFR	147 10 0 049.00	\$ 369,065.00
26	Mondelli, Christian L. & Scott	5015	West Durrett Drive	Nashville	TN	37211	SFR	147 10 0 048.00	\$ 447,095.00
									\$ 17,522,950.00

NOTE:

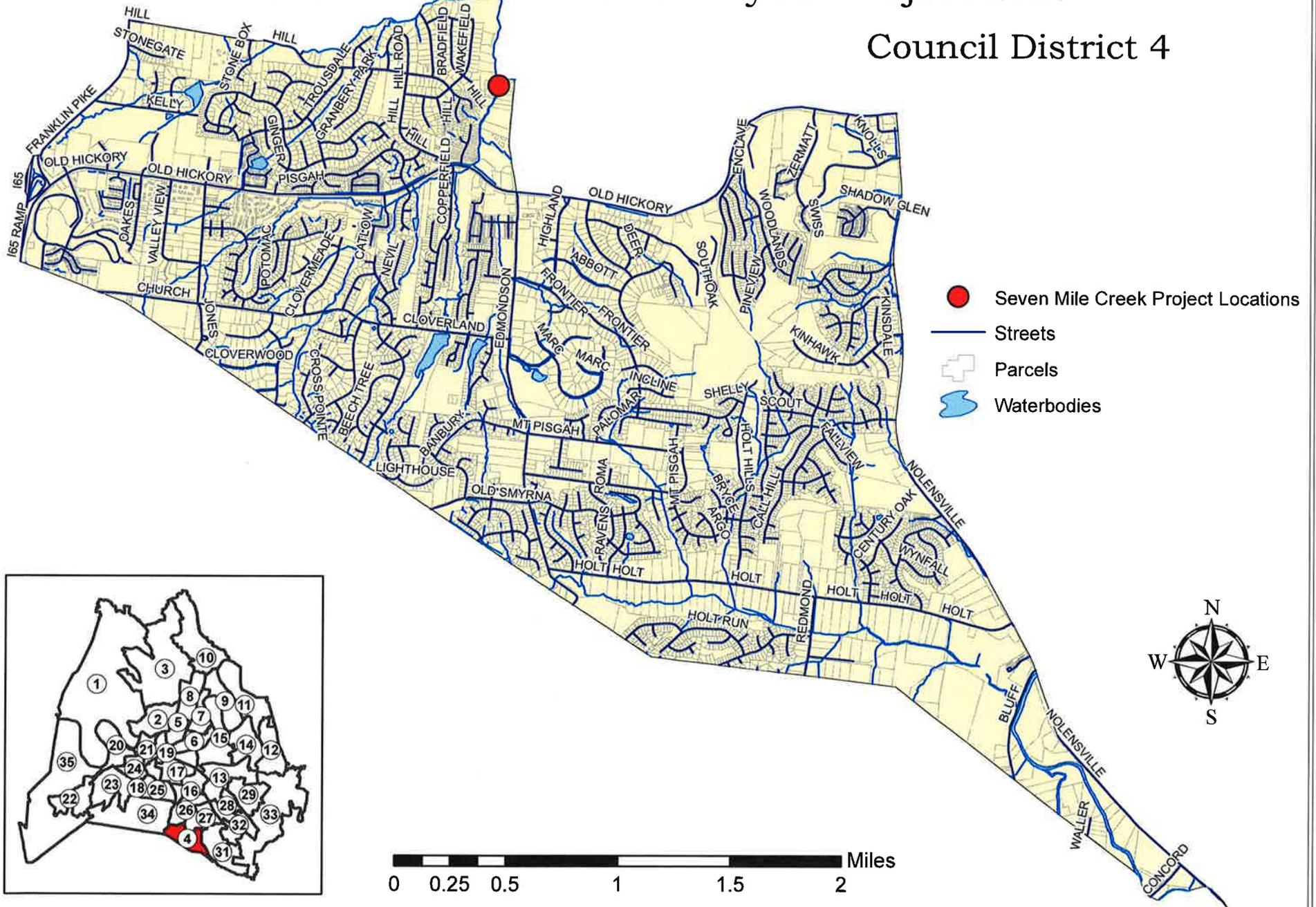
The original project contained a construction and non-construction project. This initial project contained a Dry Dam along with the acquisition of forty-five (45) properties. The construction project (Dry Dam) has been eliminated and eleven (11) properties have been added to this project. This non-construction project now contains fifty-six (56) properties for acquisition.

The eleven (11) properties that were added to this project are in italics and highlighted in yellow.

The cost to acquire each property includes the following; Survey, Appraisal, Acquisition Costs, Closing Attorney Fees, Environmental Assessment, Abatement, Termination of Water & Sewer, Demolition and Restoration.

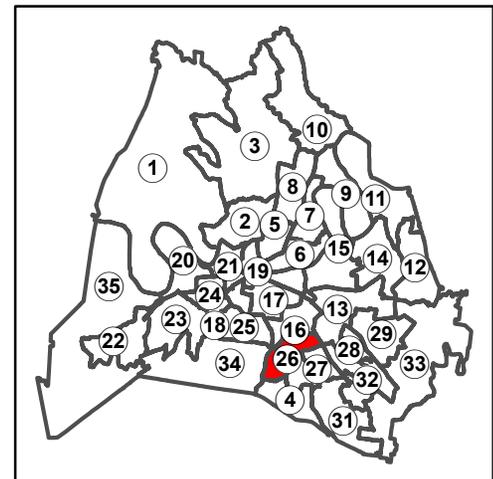
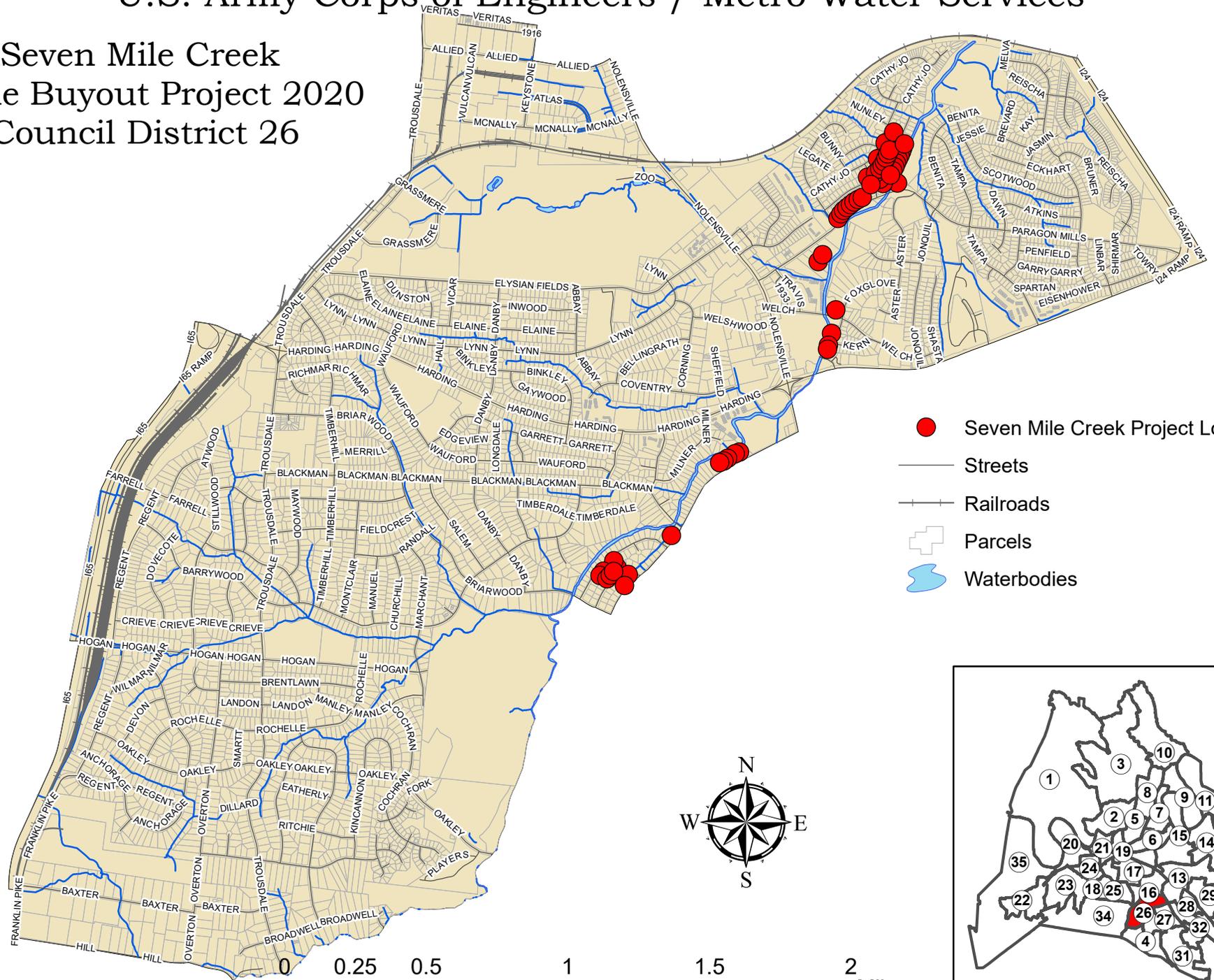
U.S. Army Corps of Engineers / Metro Water Services Seven Mile Creek Home Buyout Project 2019

Council District 4



U.S. Army Corps of Engineers / Metro Water Services

Seven Mile Creek Home Buyout Project 2020 Council District 26





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-776, **Version:** 1

A Resolution honoring Nancy Whittemore on the occasion of her retirement.

WHEREAS, Director of the Metro Department of General Services Nancy Whittemore will retire in March 2021 after serving the Metropolitan Government for two decades; and

WHEREAS, Ms. Whittemore was raised in Maryville, Tennessee. She attended the University of Tennessee at Knoxville where she received a bachelor's degree. She went on to receive a graduate degree in Public Administration from Tennessee State University; and

WHEREAS, Ms. Whittemore began her career in 1978 in her native East Tennessee where she served as the Director of the Knoxville-Knox County Foster Grandparent Program; and

WHEREAS, in 1982, she began working in state government as a member of the Governor's State Planning Office staff; and

WHEREAS, from 1983 until 1991, she was the Director of Community Services where she managed a variety of state and federal programs for the Tennessee Department of Human Services; and

WHEREAS, she moved to the Tennessee Department of Finance and Administration in 1991, where she served as the Director of Resource Development and Support; and

WHEREAS, in September 2001, Ms. Whittemore joined the Metropolitan Government of Nashville and Davidson County as Assistant Finance Director; and

WHEREAS, on January 16, 2004, Ms. Whittemore began her current role as Director of the Department of General Services; and

WHEREAS, Nancy Whittemore has served the people of Tennessee for over 40 years and the citizens of Nashville and Davidson County for 20 years. It is fitting and proper that the Metropolitan County Council expresses its deepest appreciation to Ms. Whittemore and thanks her for her years of service and dedication to the citizens of Nashville and Davidson County.

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

Section 1. The Metropolitan County Council hereby goes on record as honoring Nancy Whittemore on her retirement from the Metropolitan Government of Nashville and Davidson County.

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-777, Version: 1

A Resolution recognizing Charlane Oliver and Tequila Johnson, co-founders and directors of The Equity Alliance, for being named *The Tennessean's* 2020 People of the Year.

WHEREAS, on December 27, 2020, *The Tennessean* Editorial Board named The Equity Alliance co-directors Charlane Oliver and Tequila Johnson as the 2020 People of the Year; and

WHEREAS, The Equity Alliance is a Nashville nonprofit organization that works to build independent political power among the Black electorate and end voter suppression in a state with one of the lowest voter participation rates in the nation; and

WHEREAS, Charlene Oliver is a well-respected community organizer who has received numerous accolades for her work, including being named a 2019 Woman of Influence by the *Nashville Business Journal*, a member of Nashville's 2020 Power 100 list, the 2020 Luminary Award, the 2019 Nashville Young Leaders Council Leader of the Year Award, and as a member of the 2016 Nashville Black 40 Under 40; and

WHEREAS, as a trusted voice on voting rights issues, Ms. Oliver's work has been featured in *The New York Times*, *The Washington Post*, *Rolling Stone*, *National Journal*, Pew Charitable Trust's *Stateline*, *Huffington Post*, *the Associated Press*, *Think Progress*, NPR's *Weekend Edition*, MSNBC, and CNN; and

WHEREAS, Tequila Johnson is community organizer and strategist whose work focuses on creating equity and increasing civic engagement among Black Americans and other communities of color. Her work has been featured in *The New York Times* and *The Washington Post*, and on CNN and MSNBC; and

WHEREAS, in 2018, Ms. Johnson served as the statewide manager for the Tennessee Black Voter Project, which is a statewide coalition of nearly two dozen local nonprofits that submitted 91,000 completed voter registration forms; and

WHEREAS, Ms. Johnson's work in the community has earned her widespread recognition and awards, including: the 2020 Roddenberry Civil Rights Fellow; the 2019 Human Rights Coalition Rising Advocate Award; *The Nashville Business Journal's* Women of Influence Award 2019; Nashville Chamber of Commerce's Small Business Superstar 2019; and the NAACP Ella Baker Power Award; and

WHEREAS, as a grassroots organization, The Equity Alliance helped homeowners keep their homes in historically Black North Nashville after the March 3 tornadoes, helped organize local protests for racial justice, and conducted the incredibly important COVID-19 needs assessment for the Metropolitan Government of Nashville and Davidson County to help Black and Latino residents receive an equitable share of the CARES Act relief money; and

WHEREAS, in December 2020, Gilead Sciences awarded The Equity Alliance a \$500,000 grant from the Racial Equity Community Impact Fund, one of only 20 organizations nationwide to receive such an award; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognizes Charlane Oliver and Tequila Johnson not only for being named *The Tennessean* 2020 People of the Year, but for the myriad of ways they make Nashville a better place.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF

NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Metropolitan Council hereby goes on record as recognizing Charlane Oliver and Tequila Johnson, co-founders and directors of The Equity Alliance, for being named *The Tennessean's* 2020 People of the Year.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-778, Version: 1

A resolution recognizing and honoring the Nashville Conference on African American History and Culture for forty years of research, publishing and educational outreach.

WHEREAS, the Metropolitan Historical Commission and Tennessee State University organized the first Local Conference on Afro-American Culture and History in 1981; and

WHEREAS, the conference has educated Nashvillians of all ages about the diverse and significant contributions of African Americans to our state and local history; and

WHEREAS, over 290 performances and papers have been presented, and over 130 *Profiles of African Americans in Nashville and Tennessee* have been published since the conference's inception; and

WHEREAS, Fisk University, the Metropolitan Government of Nashville and Davidson County, Middle Tennessee State University, the Tennessee Historical Commission, Tennessee State University, and private supporters have contributed resources ensuring the success of the conference; and

WHEREAS, the Conference on African American History and Culture celebrated its fortieth anniversary on February 12, 2021; and

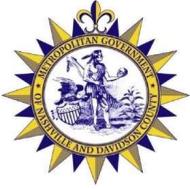
WHEREAS, it is fitting and proper that the Metropolitan Council recognize the Conference on African American History and Culture for forty years of outstanding work in educating the public about the considerable contributions African Americans have made to Nashville and Davidson County.

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

Section 1: That the Metropolitan County Council hereby recognizes and honors the Conference on African American History and Culture for forty years of research, publishing, and educational outreach.

Section 2: The Metropolitan Council Office is directed to prepare a copy of this resolution to be presented to the Metropolitan Historical Commission and Tennessee State University for inclusion in the 2021 commemorative program.

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-779, Version: 1

A resolution declaring March 1 as COVID-19 Victims and Survivors Memorial Day.

WHEREAS, the first Monday in March has been designated as COVID-19 Victims and Survivors Memorial Day; and

WHEREAS, COVID-19 (SARS-CoV-2) is an illness caused by a virus that can transmit from person to person and has spread across the world, creating a global pandemic that is having catastrophic effects on human life, our community, and our economy; and

WHEREAS, local and state governments, health departments, and public servants have taken bold actions to protect residents, support struggling local economies, and find innovative ways to provide services; and

WHEREAS, in response to the rapid spread of COVID-19 and stay-at-home orders, essential workers have stepped up to provide critical services to help protect our communities and save lives, sacrificing their own health and safety; and

WHEREAS, COVID-19 has had a disproportionate impact on low-income communities and communities of color, exacerbating inequities already prevalent in our systems that we must address as a nation; and

WHEREAS, public health guidance and policies targeted at prevention, such as social distancing, wearing masks in public, and staying home help mitigate the spread of COVID-19, prevent illness, and lessen the burden on individuals and society; and

WHEREAS, the symptoms and severity of COVID-19 can vary dramatically by individual and the long-term health implications for survivors is largely unknown, as many survivors suffer with lingering side-effects of the disease long after they no longer test positive; and

WHEREAS, more than 2,300,000 people worldwide and 463,000 in the United States have lost their lives due to COVID-19, and, in Nashville alone, more than 600 lives have been lost to this deadly virus; and

WHEREAS, each life lost to COVID-19 mattered and leaves a hole in the hearts of loved ones, family members, and surrounding community.

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

Section 1. The Metropolitan County Council hereby declares March 1, 2021, as "COVID-19 Memorial Day", in remembrance of those who have lost their lives and in honor of those who continue to suffer from the impact of this virus.

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-780, **Version:** 1

A Resolution recognizing February 2021 as American Heart Month in Nashville and Davidson County.

WHEREAS, heart disease is the number one killer of women, causing 1 in 3 women's deaths, more than all forms of cancer combined, and equaling one death per minute; and

WHEREAS, heart disease affects women of all ages, with about 1 in 16 women age 20 and older having coronary heart disease, the most common type of heart disease; and

WHEREAS, women who experience preeclampsia during pregnancy are at a higher risk of heart disease; and

WHEREAS, 64 percent of women who die suddenly of coronary heart disease had no previous symptoms; and

WHEREAS, the warning signs for heart disease differ among men and women, with women more likely to experience shortness of breath, nausea/vomiting and back or jaw pain, as well as dizziness, feeling lightheaded or fainting, pain in the lower chest or upper abdomen, and extreme fatigue; and

WHEREAS, the risk for heart disease is not eliminated even if you are fit, as factors like cholesterol, eating habits, and smoking can counterbalance other healthy habits; and

WHEREAS, despite a family history of heart disease nearly 80 percent of cardiac events can be prevented through a combination of diet and exercise; and

WHEREAS, February is American Heart Month, a federally designated event and the ideal time to remind women to focus on their hearts and encourage them to get their families, friends, and communities involved; and

WHEREAS, women involved with the American Heart Association's Go Red For Women movement live healthier lives, and nearly 90 percent have made at least one healthy behavior change. Go Red For Women encourages women to take charge of their health and schedule a Well-Woman visit to learn about their health status and risk for diseases. All Americans are asked to Go Red by wearing red and speaking red; and

WHEREAS, women's health is non-negotiable, and by educating women on the symptoms of heart disease and how they can prevent it, we can reduce and ultimately eliminate women's deaths from heart disease once and for all; and

WHEREAS, it is fitting and proper that the Metropolitan Council, in acknowledgment of the importance of the ongoing fight against heart disease, hereby recognizes February 2021 as American Heart Month in Nashville and Davidson County, and urges all citizens, especially women, to know the critical importance of recognizing symptoms, taking preventative measures to live healthy, and incorporating tools and skills that will increase survival rates and save thousands of lives each year.

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

Section 1. That the Metropolitan Council hereby goes on record as recognizing February 2021 as American Heart Month.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-646, **Version:** 1

An ordinance making amendments to various provisions of Titles 2 and 12 of the Metropolitan Code to facilitate the implementation and operation of a Smart Parking program.

WHEREAS, Section 11.907 of the Charter provides the following as to the Traffic and Parking Commission (the "Commission"):

Sec. 11.907. - Management and control of parking meters, garages and other traffic facilities.

The commission shall have power to control and manage parking facilities in any metropolitan street or road, including the installation of parking meters or other necessary equipment in connection therewith. The commission shall prescribe and may revise a schedule of service charges in connection with the use of parking meters, a copy of which schedule shall be kept on file and subject to public inspection at the office of the commission and at the office of the metropolitan clerk.

The commission shall also have control and management of any public parking garage or other traffic facilities, and with the acquisition, construction and establishment of the same. The commission may enter into lease agreements with private operators to operate the parking facilities owned by the metropolitan government. The commission is authorized to collect rents, fees or other charges for such parking garage and other traffic facilities as it may operate and manage.

All moneys collected by the commission from parking meters, or any other service charges, shall be remitted by it to the metropolitan treasurer, who shall keep such moneys in a separate account earmarked for traffic and parking improvements; and,

WHEREAS, the Metropolitan Government ("Metro") has determined that its on-street metered parking program (the "Metered Parking System") is in need of modernization, is not as efficient and convenient as it could be, and does not maximize the value of the program for funding traffic and parking improvements, as described in Section 11.907 of the Charter; and,

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

WHEREAS, Metro plans to publish a Smart Parking RFP (the "RFP") with the objective to enter into a parking services agreement with an outside parking management partner to upgrade and manage the operations of Metro's parking system by integrating state-of-the-art hardware, software, and operating solutions to maximize convenience and payment options, streamline and optimize enforcement activities, and increase parking compliance and,

WHEREAS, it is in the best interests of potential offerors and ultimately Metro, that various related changes be

made to the Metropolitan Code.

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

Section 1. Section 2.44.070 of the Metropolitan Code shall be deleted in its entirety, and shall be replaced with the following:

2.44.070 - Parking enforcement patrol.

A. There is created a parking enforcement patrol, for service in connection with the traffic law enforcement functions of the department of metropolitan police and Department of Public Works, which shall, with the assistance of the Traffic and Parking Commission and staff thereof, including any contractors and subcontractors thereof, police and control parking meter areas located on public thoroughfares, alleys and streets, such patrolling and supervision being necessary for the proper enforcement of parking violations. The parking enforcement patrol officers shall be instructed and trained by the Department of Public Works, and at the request of the Director of Public Works, the chief of police shall appoint a designee who shall be responsible for any additional training of parking enforcement patrol officers that the Director of Public Works and the Chief of Police deem necessary. The parking enforcement patrol officers shall be hired by the Department of Public Works in accordance with that department's usual civil service procedures, but may also be appointed as special police with authority to enforce parking ordinances, and police powers to enforce meter and other parking violations are hereby extended to such parking enforcement patrol officers within the area of the metropolitan government.

A. The primary duty of the parking enforcement patrol officers shall be to patrol the streets of the metropolitan government area that have parking meters and to issue parking violation tickets for meter and parking violations. Their primary areas of patrol will be the parking meter areas, but they may be assigned to assist the police to enforce parking laws and regulations in other areas.

B. All expenses of training, uniforms, equipment and salaries, and all other incidental expenses of the parking enforcement patrol program shall be borne by the metropolitan traffic and parking commission, Public Works, or its contractors.

C. To the extent permitted by state law and the Metropolitan Charter, the parking enforcement patrol may utilize one or more contractors to perform the responsibilities assigned in this section, including assistance in the investigation of potential parking violations such as the collection and transmission of images recorded on any medium by a traffic control photographic system, license plate recognition technology, or other devices. Parking enforcement patrol officers may conduct investigations by reviewing evidence presented to them by contractors and may issue or cause the issuance of citations based on such evidence where warranted. Parking patrol officers may utilize contractors to deliver notices of citation to the owners of vehicles in violation, but any such citation shall be based on a parking enforcement patrol officer's determination that there is probable cause to believe that a violation of the parking provisions of the Metropolitan Code has been committed.

Section 2. Section 2.56.210 of the Metropolitan Code is amended as follows:

By adding the following text at the end of subsection F.:

Alternatively, the traffic violations bureau, police department, parking enforcement patrol and its contractors may utilize electronic forms for notifying traffic violators to appear in answer to charges of violating traffic ordinances or traffic regulations of the city, so long as there are equivalent ways to ensure that such forms are retained in duplicate copy (which may also be in electronic form) as reliably as the method specified above.

Section 3. Section 12.04.230 of the Metropolitan Code is amended by deleting the period at the end of this section and adding the following at the end of the sentence:

“; a parking meter may include a parking pay station, including one that services multiple parking spaces.”

Section 4. Section 12.04.235 of the Metropolitan Code is amended by deleting the existing language in its entirety and replacing it with the following:

“Parking meter space” means any space adjacent to a parking meter, or on the same block as a parking meter that services multiple spaces, and which is duly designated for the parking of a single vehicle.

Section 5. Section 12.08.150 of the Metropolitan Code is hereby amended as follows:

By deleting the definition contained in subsection A.1. thereof in its entirety and replacing it with the following:

A.1. “Immobilization” or “Immobilize” means the attachment of any device to a vehicle that prevents the vehicle from being legally driven.

By deleting the first sentence of subsection B. thereof and replacing it with the following:

B. Members of the metropolitan police department or the parking enforcement patrol or its contractor shall have authority to impound or immobilize any vehicle under the circumstances hereinafter enumerated:

By deleting subsections D., E. and F. thereof in their entirety, and replacing them with the following:

D. Whenever an officer of the metropolitan police department or the parking enforcement patrol or its contractor (with authorization from the parking enforcement patrol) removes a vehicle from any alley, street, highway or thoroughfare, as authorized in this section, the officer or contractor shall obtain from the wrecker or tow-in service employee a receipt in triplicate, one copy of which shall be retained by the wrecker or tow-in service employee, describing the vehicle, the reasons for its removal, the place where the vehicle is to be stored, and all items of a personal nature found in the vehicle and not attached to or a part of the vehicle. Such officer or contractor shall give or cause to be given to the owner of such vehicle the duplicate copy of such receipt described in the preceding sentences as notice to such owner of the fact of removal. The original of such receipt described above shall be retained by the police department, or parking enforcement patrol, (as applicable) as a permanent record. If the parking enforcement patrol’s contractor arranges for the removal of the vehicle, the contractor shall turn over the duplicate copy of this receipt to the parking enforcement patrol staff at the Department of Public Works for retention.

E. The owner or authorized driver or operator of the impounded vehicle may submit an application to the police department, parking enforcement patrol or its contractor (as applicable) to take possession of the same and remove such vehicle from the place to which it has been removed or stored by paying the costs of removing the vehicle from such street or alley and all charges which may have accrued for the storage of the vehicle. The contents and format of such form application shall be approved metropolitan chief of police and the department of law. Notwithstanding the foregoing, if the metropolitan general sessions court or other court of

competent jurisdiction, after hearing the facts and circumstances, determines that the impoundment was not lawfully authorized, the towing and storage fees shall be refunded to the person paying such fees.

F. The owner or authorized driver or operator of any immobilized vehicle under the provisions of this section may take possession of the vehicle upon paying a twenty-five dollar immobilization removal fee to the metropolitan traffic violations bureau or its contractor; provided, that if the metropolitan general sessions court or other court of competent jurisdiction, after hearing the facts and circumstances, determines that the placement of the immobilization device was not lawfully authorized, the immobilization removal fee shall be refunded to the person paying such fee.

Section 6. The definition of "Department" in Section 12.41.010 of the Metropolitan Code is amended by deleting the period following "public works" and adding the following at the end of the sentence:

" , or its designee. The designee of the department of public works may be its contractor."

Section 7. Subsection B. of Section 12.41.040 of the Metropolitan Code is amended by replacing the third use of the word "shall" in that Subsection with the word "may."

Section 8. Section 12.42.010 of the Metropolitan Code is amended by adding the following new definition to it, which shall be placed in alphabetical order with regard to the other definitions contained therein:

"Chief Traffic Engineer" means the Chief Traffic Engineer or his/her designee. The designee of the Chief Traffic Engineer may be a contractor."

Section 9. Section 12.44.010.A. of the Metropolitan Code is amended by inserting a period following the words: "Schedule VIII" and deleting all the text of that subsection following thereafter.

Section 10. Section 12.44.020 of the Metropolitan Code is amended by deleting the existing language in its entirety and replacing it with the following:

12.44.020 - Meter design and installation specifications

A.

1. The department of public works, or its contractor, shall cause parking meters to be installed in the parking meter zones established as provided in this chapter upon the curb adjacent to, or located on the same block with, the designated parking space(s). Each meter shall be capable of being operated upon the receipt of payment for the full period of time for which parking is lawfully permitted in any such parking meter zone.

2. Alternatively, where so authorized by the Traffic and Parking Commission, the department of public works or its contractor may charge for parking in an on-street parking space within the parking meter zone without a parking meter being installed and without using a parking meter, but by setting up a system where payments for parking in such spaces may be made by customers via a web-based application. Signs or paint markings shall be used to identify a particular space consistent with the information provided via the web-based application, and a receipt for payment for the parking shall be conveyed to the customer, electronically or by other means, so as to enable the customer to prove that he or she paid to park in that particular space.

B. Upon the expiration of the time period for which the customer paid to park, the customer shall be given

adequate notice of the expiration of that period, by one or more of the following methods.

1. If there is a parking meter installed adjacent to the designated parking space, that parking meter shall be so designed, constructed, installed and set that, upon the expiration of the time period for which the customer had paid to park, it will indicate by an appropriate signal that the lawful parking meter period has expired, and during such period of time and prior to the expiration thereof, will indicate the interval of time remaining. If a parking meter on a block services multiple parking spaces, that parking meter shall be capable of displaying the status of each parking space serviced (i.e., whether it is expired, or if not, how much time remains of the period for which payment was made).

2. Spaces that are part of the parking meter zone but which do not have parking meters installed, and where payment for parking in those spaces is instead made via a web-based application described in subsection A.2. of this section, the customer shall be given adequate notice of the expiration of the period for which he or she has paid to park, by text message or by another means of communication to which the customer has consented.

Section 11. Section 12.44.040 of the Metropolitan Code is hereby deleted in its entirety and replaced with the following:

12.44.040 - Payment for parking-Time limits for use.

A. If any one of the following applies, no person shall park a vehicle in any parking space upon a street within a parking meter zone during the restricted and regulated time applicable to the parking meter zone in which such parking space is located, unless the applicable parking rate has been paid for the period of time for which said vehicle is parked in such parking space.

1. The parking space is located alongside of and next to a parking meter.

2. The parking space is located on a block where a parking meter servicing multiple parking spaces is installed and the parking space where the vehicle is parked has signs or markings indicating that payment is required to be made for parking in that space.

3. The parking space is a part of the parking meter zone whereby payment for parking in that space is made via a web-based application, such as is described in subsection A.2. of Section 12.44.020, and the parking space where the vehicle is parked has signs or markings indicating that payment is required to be made for parking in that space.

B. If any one of the following applies, no person shall permit a vehicle within his or her control to be parked in any such parking space during the restricted and regulated time applicable to the parking meter zone in which such parking space is located, unless the applicable parking rate has been paid for the period of time for which said vehicle is parked in such parking space.

1. The parking space is located alongside of and next to a parking meter.

2. The parking space is located on a block where a parking meter servicing multiple parking spaces is installed and the parking space where the vehicle is parked has signs or markings indicating that payment is required to be made for parking in that space.

3. The parking space is a part of the parking meter zone whereby payment for parking in that space is instead

made via a web-based application described in subsection A.2. of Section 12.44.020, and the parking space where the vehicle is parked has signs or markings indicating that payment is required to be made for parking in that space.

C. No person shall park a vehicle in any such parking space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking meter zone in which such parking space is located, regardless of the amount of the payment made. If any vehicle shall remain parked in any such parking space beyond the parking time limit fixed for such parking space the customer shall be given adequate notice of the expiration of that period by one or more of the methods indicated in subsections C.1-C.2., below. The fact that notice has been given through one of the methods indicated below, shall be prima facie evidence that such vehicle has been parked overtime and beyond the period of legal parking time in any such part of a street where any such parking space is located, and shall be a violation of this section. Each period of overtime parking beyond the duration of that limited period of time, for which parking is lawfully permitted in the parking meter zone, in which such parking space is located, shall be considered a separate offense.

1. If there is a parking meter installed adjacent to the designated parking space, that parking meter shall be so designed, constructed, installed and set that, upon the expiration of the limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, it will display a sign or signal showing illegal parking. If a parking meter on a block services multiple parking spaces, that parking meter shall be capable of displaying the status of each parking space serviced (i.e., whether it constitutes illegal parking beyond the time limit fixed for such parking space).

2. In the case of spaces that are part of part of the parking meter zone but which do not have parking meters installed, and where payment for parking in those spaces is instead made via a web-based application described in subsection A.2. of Section 12.44.020, the customer shall be given adequate notice by text message, or by another means of communication, to which the customer has consented, that the limited period of time for which parking is lawfully permitted in the parking meter zone, in which such meter is located, has expired, and that continued parking in that space beyond that period constitutes illegal parking.

3. The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this title and the State Vehicular Code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

Section 12. Section 12.44.060 of the Metropolitan Code shall be amended by adding the phrase “or other related equipment” to the end of this section.

Section 13. Section 12.44.070 of the Metropolitan Code shall be amended by deleting the existing language in its entirety and replacing it with the following:

Section 12.44.070 - Disabled driver parking in parking meter zones-Notice.

The department of public works shall either post appropriate signage within parking meter zones or include a statement on each parking meter informing drivers that, pursuant to T.C.A. 55-21-105, no parking meter fee is required for vehicles with a valid disabled driver license plate or placard. The foregoing does not entitle a vehicle with a valid disabled driver license plate or placard to park for a consecutive period of time exceeding any parking time limit applicable to the parking meter zone in question, without that violation being subject to penalty, in the form of the application of the fine for parking for a consecutive period of time, longer than that

limited period of time, for which parking is lawfully permitted in the parking meter zone, in which such parking space is located.

Section 14. Section 12.44.080 of the Metropolitan Code shall be deleted in its entirety.

Section 15. Pursuant to Tenn. Code Ann. Section 9-1-108(c)(3), the Metropolitan Government hereby waives the collection of the processing fees for payments made for on-street parking by customers of Metro's parking system in an amount that is equal to the amount paid by the third party processor for processing the payment.

Section 16. Subsection H. of Section 13.08.080 of the Metropolitan Code is amended by adding the following to the end of the section:

Notwithstanding the foregoing, the provisions of this section shall also not apply to the operation of a license plate scanner installed onto or within the public right-of-way that meets each of the following conditions:

- a. The license plate scanner is used solely and exclusively for determining whether a vehicle is violating parking restrictions; and
- b. A specific vehicle's license plate number shall be deleted within thirty minutes of its exit from a monitored parking space, unless that vehicle is suspected of violating parking restrictions for which enforcement action would be appropriate.

Section 17. This ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government requiring it.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-647, **Version:** 1

An ordinance authorizing 3H Group, Inc. to install, construct and maintain underground and aerial encroachments in the right-of-way located at 1500 Charlotte Avenue (Proposal No. 2021M-001EN-001).

WHEREAS, 3H Group, Inc. plans to install, construct and maintain underground and aerial encroachments in the right-of-way of 1500 Charlotte Ave, under proposal No. 2021M-001EN-001; and,

WHEREAS, 3H Group, Inc. plans to install, construct and maintain underground and aerial encroachments comprised of six blade signs, three out-swinging doors, ten sun shades, a canopy sign and various building lights, encroaching the public right-of-way on property located on 1500 Charlotte Ave; and,

WHEREAS, 3H Group, Inc. has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said encroachments under proposal No. 2021M-001EN-001.

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

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached License Agreement, 3H Group, Inc. is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2021M-001EN-001, in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Ordinance.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said encroachments under proposal No. 2021M-001EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense 3H Group, Inc.

Section 3. That plans and specifications for said encroachments under proposal No. 2021M-001EN-001 shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by 3H Group, Inc.

Section 4. That construction and maintenance of said encroachments under proposal No. 2021M-001EN-001 shall be under the direction, supervision and control of the Director of Public Works, and its installation, when complete, must be approved by said Director.

Section 5. That this Ordinance confers upon 3H Group, Inc. a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this ordinance, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said

repeal. In the event of such repeal by Metropolitan Government, 3H Group, Inc., its successors and assigns, shall remove said encroachment at their own expense.

Section 6. 3H Group, Inc., its successors and assigns, shall pay all costs incident to the construction, installation, operation and maintenance of said encroachments under proposal No. 2021M-001EN-001 and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with the construction, installation, operation and maintenance of said encroachments and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. 3H Group, Inc., its successors and assigns, shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition, which it was in prior to the installation of, said encroachments, and for any street closure.

Section 7. That the authority granted to 3H Group, Inc. as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government 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 8. 3H Group, Inc., shall and is hereby required, to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction of installation of said encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by 3H Group, Inc. of all provisions of this Ordinance shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Ordinance shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Department of Public Works.

Section 11. This Ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, 3H GROUP, INC., in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 11/17/20

[Signature]
(Owner of Property)
1500 CHARLOTTE AVENUE
(Address of Property)
NASHVILLE, TN
(City and State)

STATE OF TENNESSEE)
COUNTY OF ^{Hamilton} ~~DAVIDSON~~

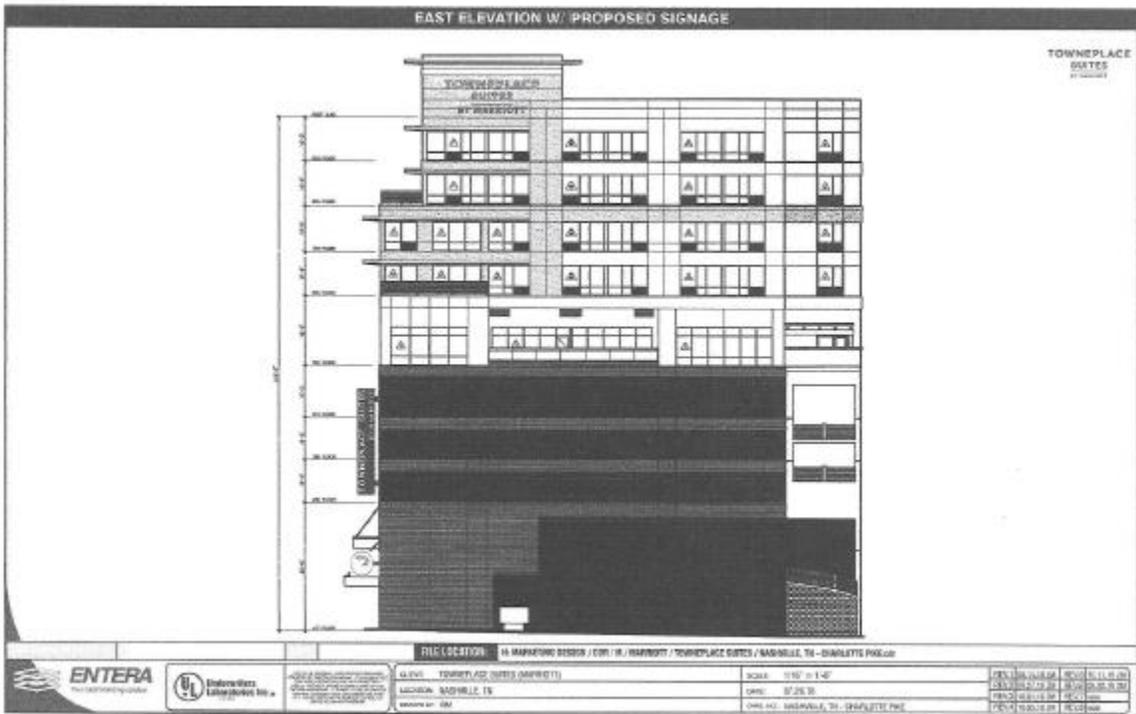
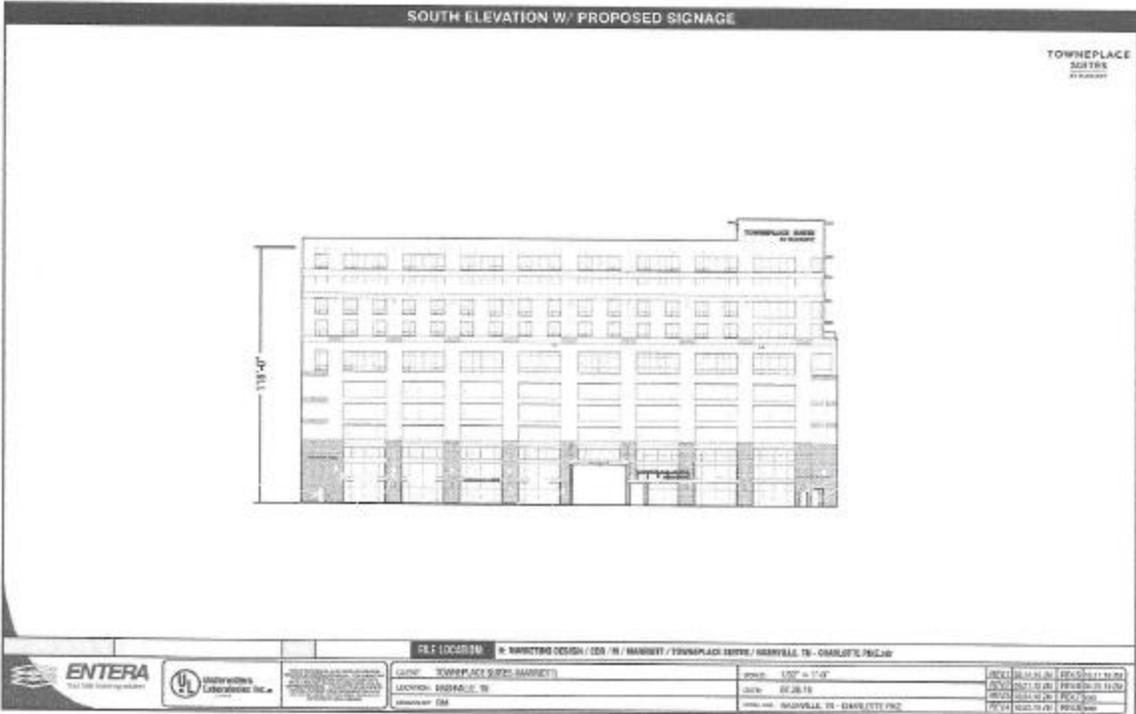
Sworn to and subscribed before

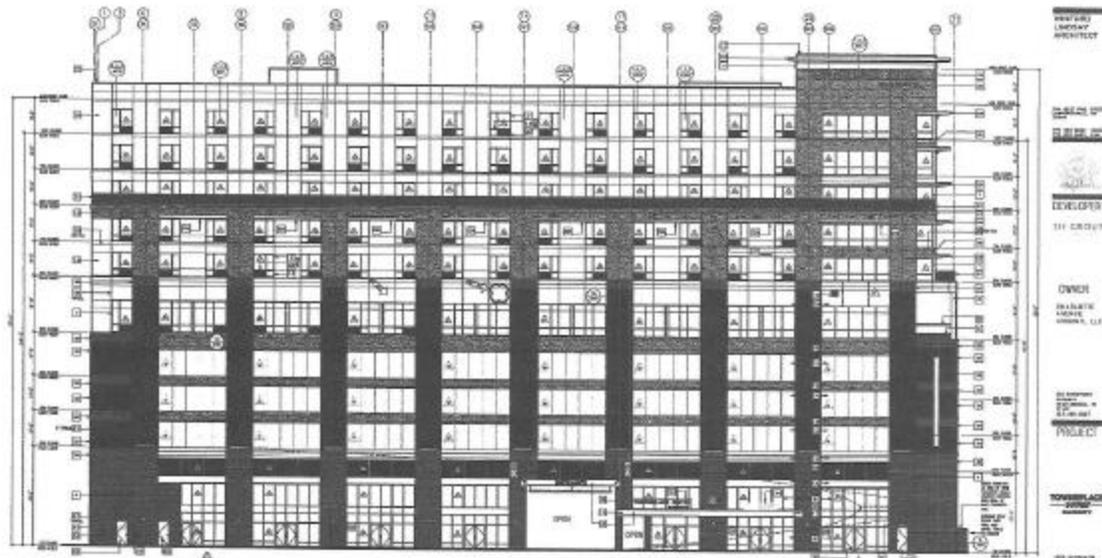
Me this 17th day of November, 2020

[Signature]
(NOTARY PUBLIC)



My Commission Expires: January 25, 2023

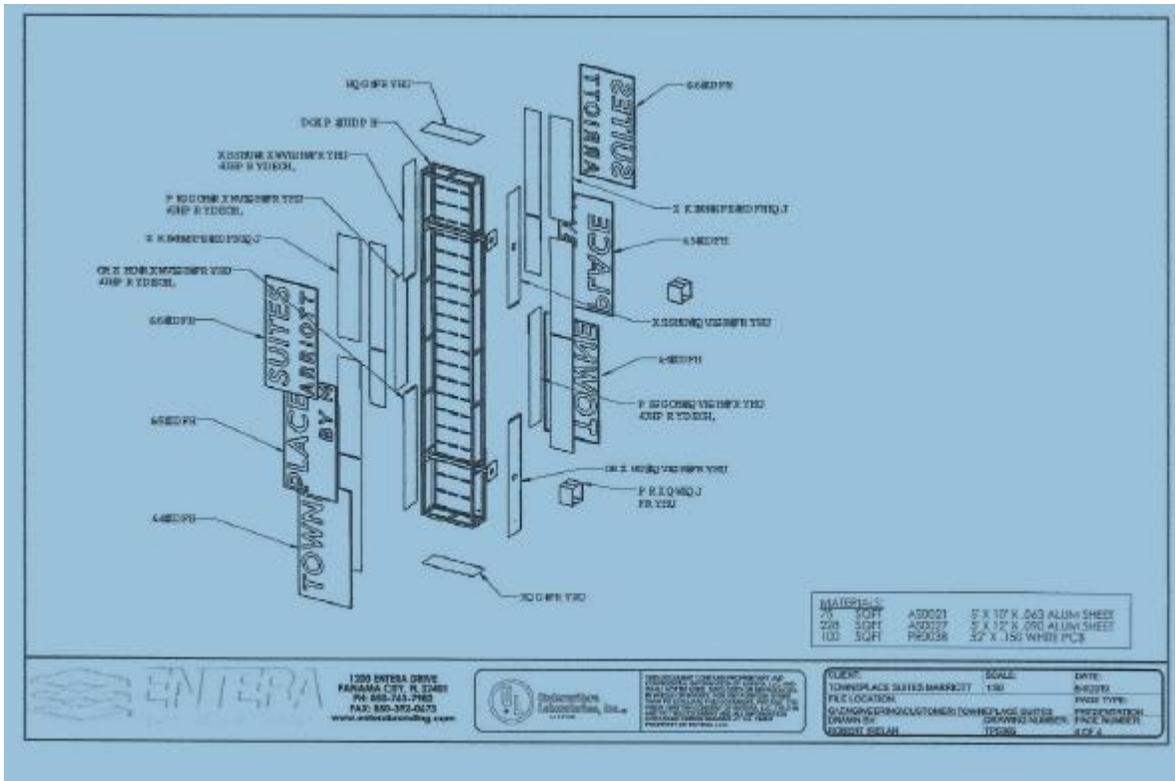
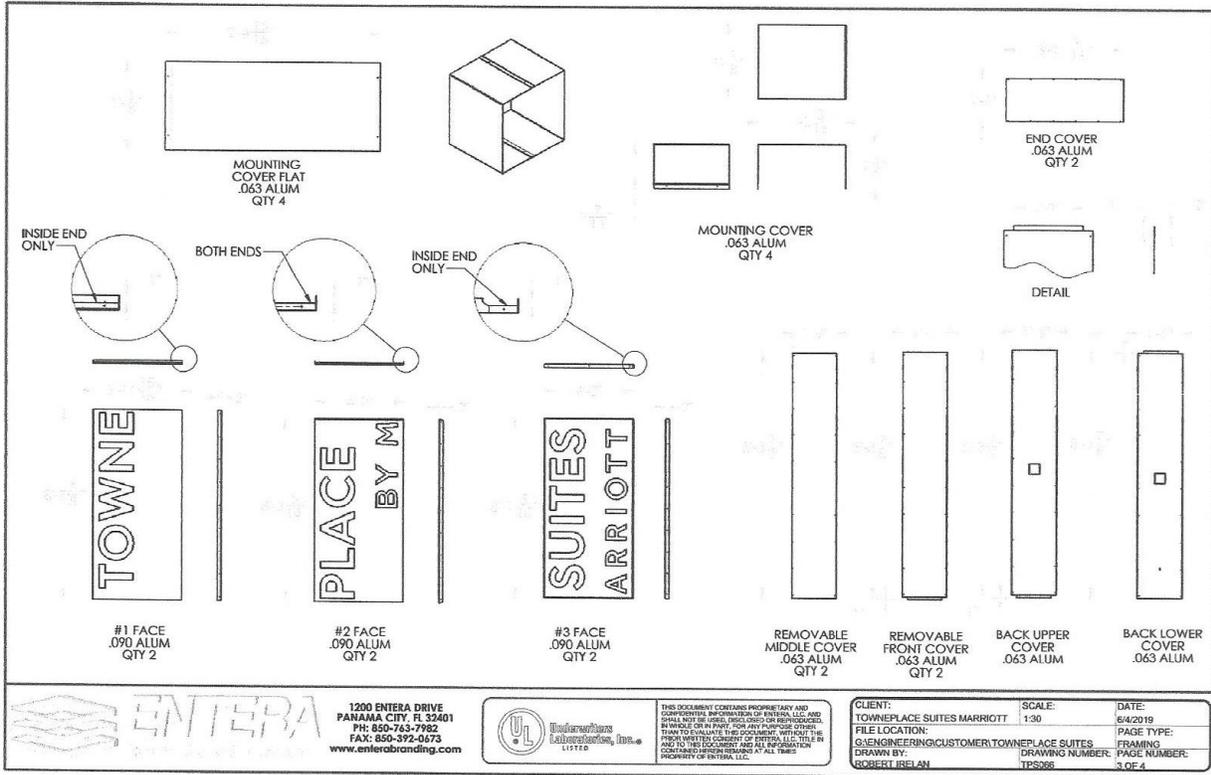


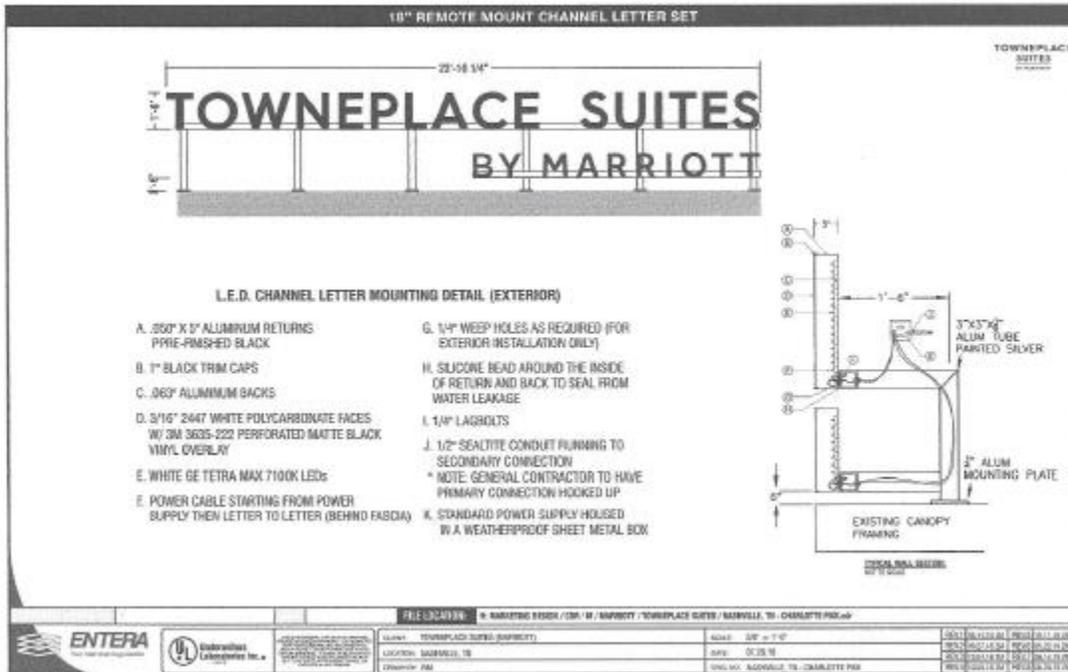
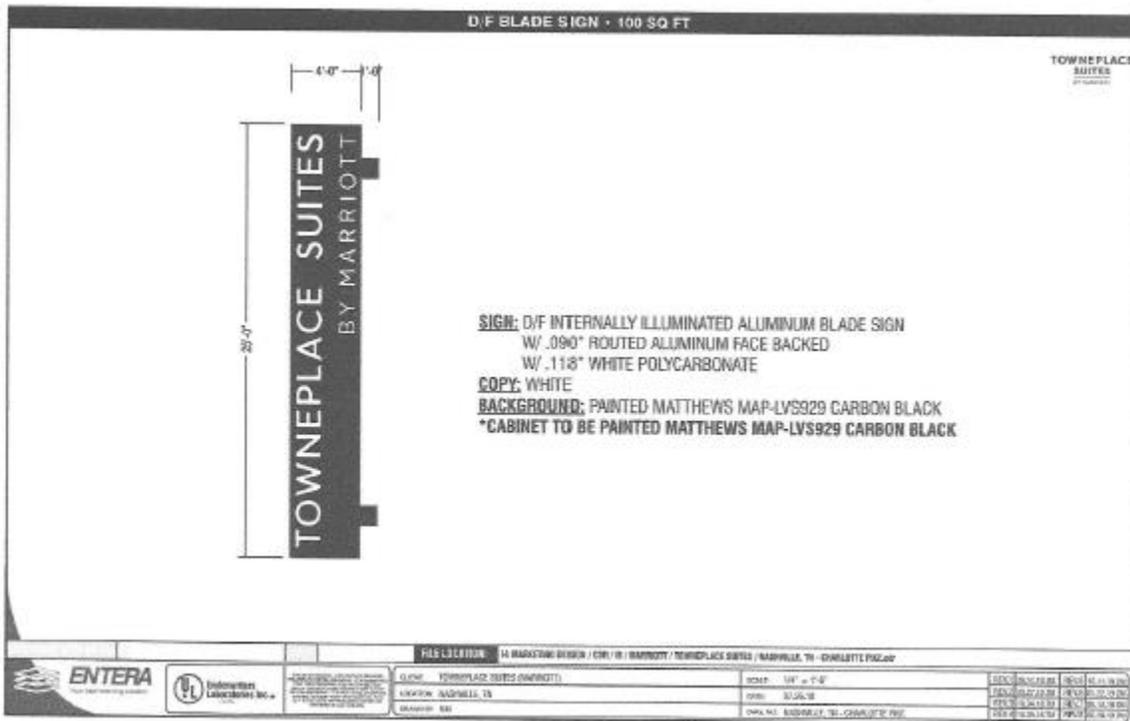


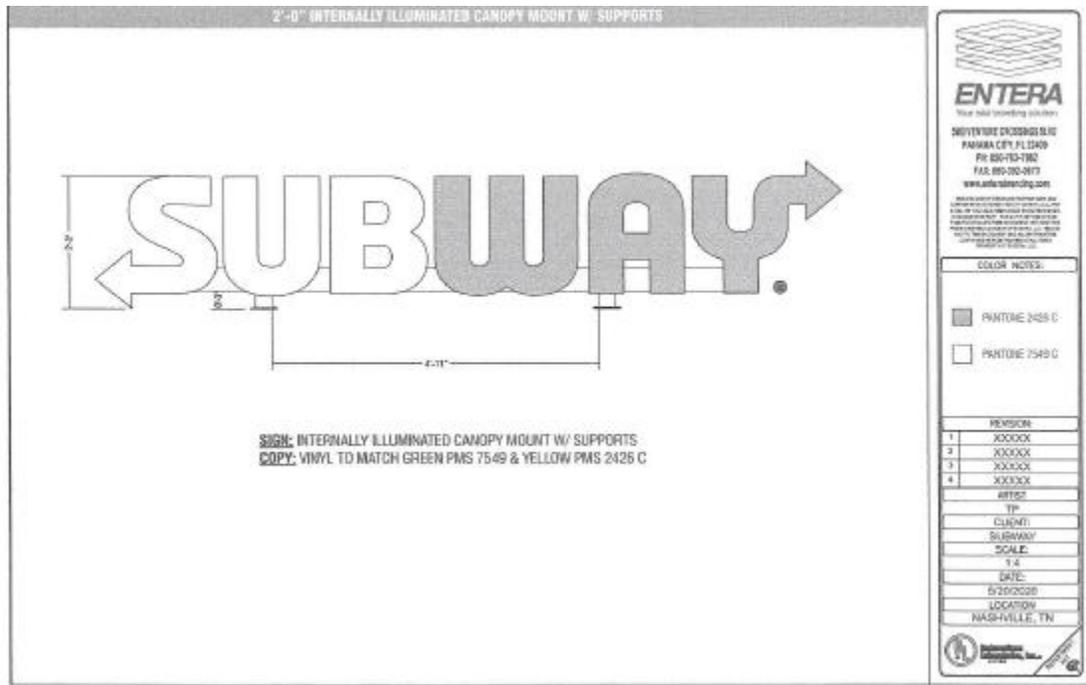
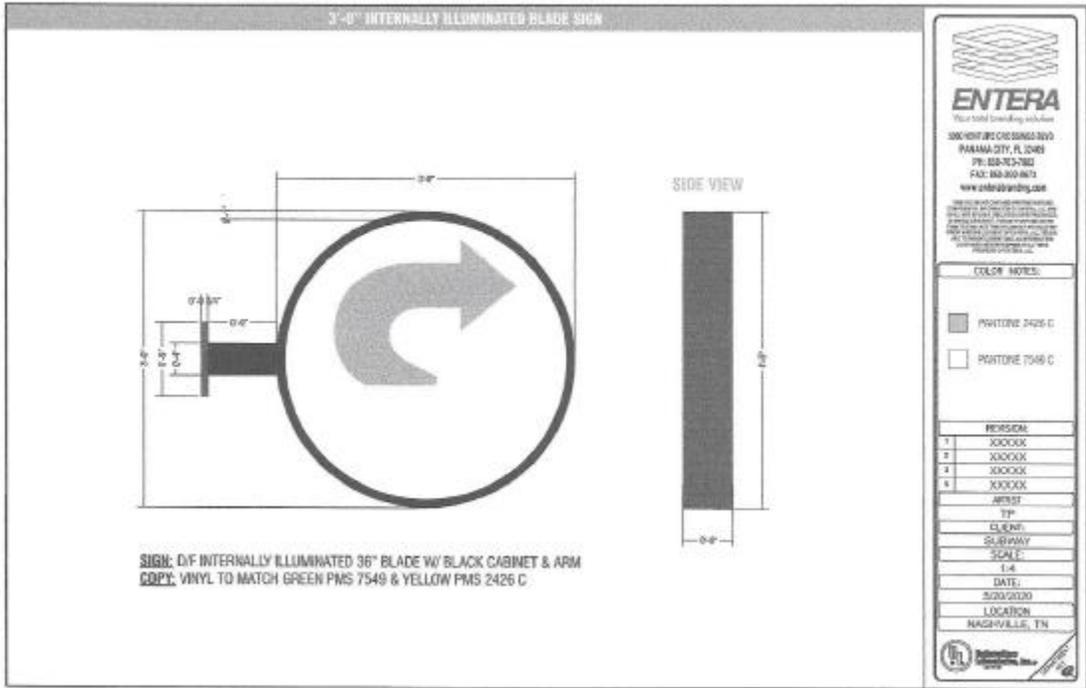
SOUTH ELEVATION

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	CONCRETE			
2	STEEL			
3	BRICK			
4	GLASS			
5	PAINT			
6	ROOFING			
7	MECHANICAL			
8	ELECTRICAL			
9	PLUMBING			
10	FINISHES			
11	FOUNDATION			
12	STRUCTURE			
13	MECHANICAL			
14	ELECTRICAL			
15	PLUMBING			
16	FINISHES			
17	FOUNDATION			
18	STRUCTURE			
19	MECHANICAL			
20	ELECTRICAL			
21	PLUMBING			
22	FINISHES			
23	FOUNDATION			
24	STRUCTURE			
25	MECHANICAL			
26	ELECTRICAL			
27	PLUMBING			
28	FINISHES			
29	FOUNDATION			
30	STRUCTURE			
31	MECHANICAL			
32	ELECTRICAL			
33	PLUMBING			
34	FINISHES			
35	FOUNDATION			
36	STRUCTURE			
37	MECHANICAL			
38	ELECTRICAL			
39	PLUMBING			
40	FINISHES			
41	FOUNDATION			
42	STRUCTURE			
43	MECHANICAL			
44	ELECTRICAL			
45	PLUMBING			
46	FINISHES			
47	FOUNDATION			
48	STRUCTURE			
49	MECHANICAL			
50	ELECTRICAL			
51	PLUMBING			
52	FINISHES			
53	FOUNDATION			
54	STRUCTURE			
55	MECHANICAL			
56	ELECTRICAL			
57	PLUMBING			
58	FINISHES			
59	FOUNDATION			
60	STRUCTURE			
61	MECHANICAL			
62	ELECTRICAL			
63	PLUMBING			
64	FINISHES			
65	FOUNDATION			
66	STRUCTURE			
67	MECHANICAL			
68	ELECTRICAL			
69	PLUMBING			
70	FINISHES			
71	FOUNDATION			
72	STRUCTURE			
73	MECHANICAL			
74	ELECTRICAL			
75	PLUMBING			
76	FINISHES			
77	FOUNDATION			
78	STRUCTURE			
79	MECHANICAL			
80	ELECTRICAL			
81	PLUMBING			
82	FINISHES			
83	FOUNDATION			
84	STRUCTURE			
85	MECHANICAL			
86	ELECTRICAL			
87	PLUMBING			
88	FINISHES			
89	FOUNDATION			
90	STRUCTURE			
91	MECHANICAL			
92	ELECTRICAL			
93	PLUMBING			
94	FINISHES			
95	FOUNDATION			
96	STRUCTURE			
97	MECHANICAL			
98	ELECTRICAL			
99	PLUMBING			
100	FINISHES			

PROJECT NO. 1000000000
 SHEET NO. 1000000000
 DATE 10/10/2000
 DRAWN BY 1000000000
 CHECKED BY 1000000000
 APPROVED BY 1000000000
 PROJECT NO. 1000000000
 SHEET NO. 1000000000
 DATE 10/10/2000
 DRAWN BY 1000000000
 CHECKED BY 1000000000
 APPROVED BY 1000000000
 PROJECT NO. 1000000000
 SHEET NO. 1000000000
 DATE 10/10/2000
 DRAWN BY 1000000000
 CHECKED BY 1000000000
 APPROVED BY 1000000000







Proposal No. 2021M-0EN-001

Client#: 659107

3HGROUP

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co Atlanta 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ ADDRESS: _____
	INSURER(S) AFFORDING COVERAGE INSURER A : Regent Insurance Company INSURER B : General Casualty Company of WI INSURER C : Fireman's Fund Insurance Company INSURER D : Travelers Property Casualty Co. INSURER E : MEMIC Indemnity Company INSURER F : _____
INSURED 3H Group Inc. 505 Riverfront Pkwy Chattanooga, TN 37402	NAIC # 24414 21873 25674 11030

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	ADDITIONAL INSURED	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 <input checked="" type="checkbox"/> \$0 DED/SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____		CGA1336230	03/15/2020	03/15/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Liquor Liab CBA1336230	03/15/2020	03/15/2021	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB		CCU1336230	03/15/2020	03/15/2021	EACH OCCURRENCE \$50,000,000
C	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		USL004759202	03/15/2020	03/15/2021	AGGREGATE \$50,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ZUP41N2451220NF 3102806348	03/15/2020	03/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 1502 & 1508 Charlotte Ave, Nashville, TN 37203
 Charlotte Avenue Lodging, LLC is additional named insured.
 Continued Holders: The Metropolitan Government of Nashville and Davidson County
 CGL Additional Insured Form# CG 61 55 03 09
 CGL Primary and Non-Contributory Form# CG 81 55 03 09
 (See Attached Descriptions)

CERTIFICATE HOLDER The Metropolitan Government of Nashville & Davidson County c/o Insurance & safety Division 222 3rd Ave. North, Ste #501 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 PETER J. KRUMHOLTZ
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-648, **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 an approximate eighty-foot portion of Lea Avenue right-of-way between 7th Avenue South and 8th Avenue South. (Proposal Number 2021M-002AB-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 Ragan Smith, 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:

Lea Avenue from the dead end, between 7th Ave S and 8th Ave S, southeastwardly approximately 80 feet, 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.

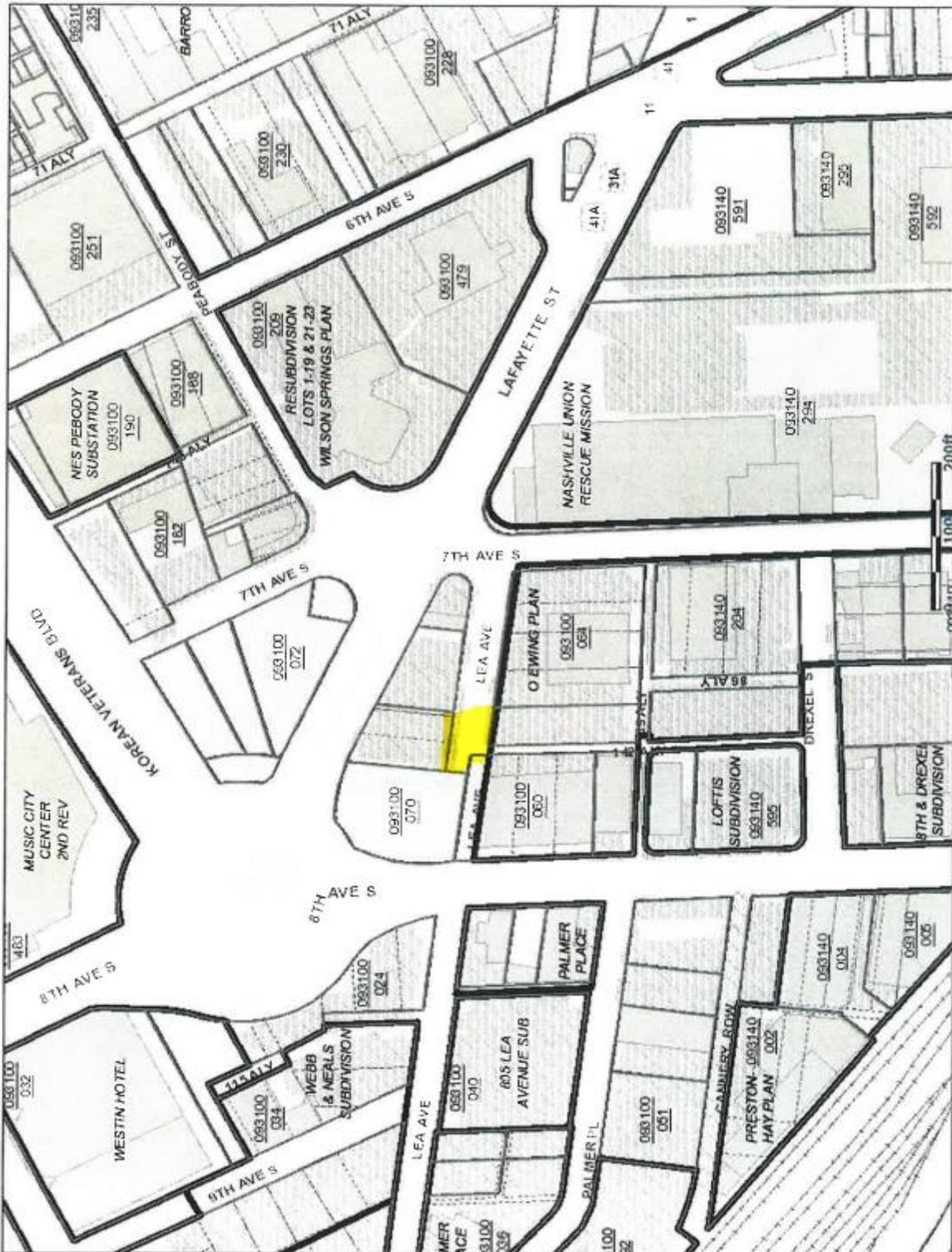
Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of 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.

Proposal Number 2021M-002AB-001
Map: 93-10
Council District #19



Metropolitan Government Department of Public Works
750 South 5th Street ♦ Nashville, TN 37205 ♦ (615) 882-6750 ♦ 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: 12-14-20

Closure Type:

Street
 Alley

Easements:

Retain utilities
 Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Portion of Lea Ave
Street Name(s) / Alley Number(s)
Portion of Lea Ave with dead end access from 7th Ave
Street / Alley Located Between?

Reason for Closure:

Lack of connectivity to other streets. This request is also in accordance with an approved MDHA and Planning concept plan for the area and Plannings goals for the closure of Lea

Applicant: All correspondence will be mailed to the applicant.

Architect Engineer Property Owner Other: _____

Name: Brad Slayden

Business: Ragan Smith Associates

Address: 315 Woodland Street

City: Nashville State: TN Zip: 37206

Phone: 615-244-8591

Fax: _____
business home business mobile

E-mail: bslayden@ragansmith.com

Applicant's Signature: _____

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

Amount paid: \$300.00

Accepted by: BS

Date: 12-14-20



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building, 2nd Floor
800 Second Avenue South
Nashville, Tennessee 37210

June 4, 2020

Attn: D. Tyler Jones
Circle South Holdings (TN), LLC
424 Church Street, Suite 2100
Nashville, TN 37219

Subject: DTC Modifications for Circle South
Parcel ID's: 09310005800, 09310006000, 09310006100, 09310006600, 09310006700,
0931000700
Case No. 2020DTC-031-001

The Downtown Code Design Review Committee (DTC DRC) convened on 6/4/2020 and voted in favor (none opposed) to approve with conditions staff's recommendation to grant the following modifications to standards of the DTC:

1. **Step-back**
 - o Required: 15-foot minimum step-back is required for buildings 8 stories or greater along public streets between the 4th and 7th stories.
 - o Proposed: Facade varies with architecture, no step-back on portions of the façades.
2. **Floor-to-Floor Maximum Height**
 - o Required: 25 feet for first two floors, 18 feet for other floors, 25 feet for top floor for buildings greater than five stories.
 - o Proposed: 33-foot height for a section of the first floor.

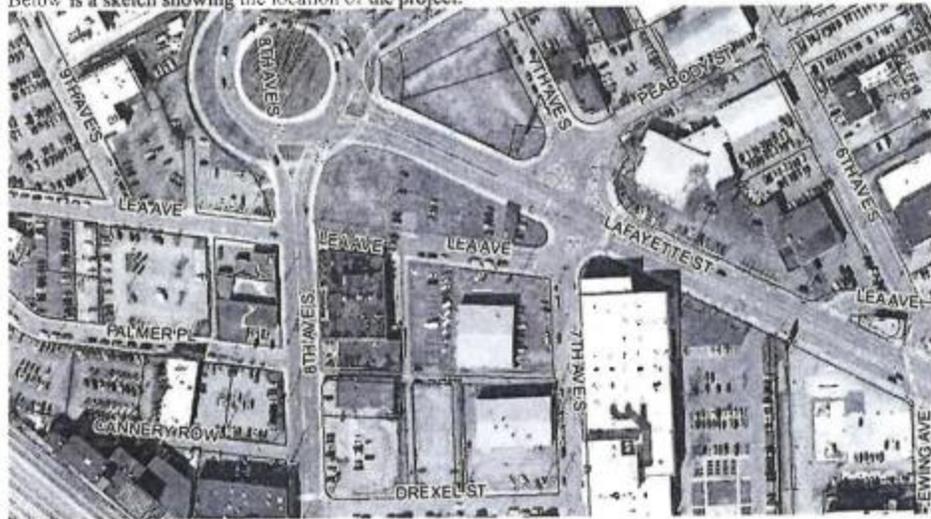
The approval was conditioned with the following items:

1. Any street or alley closures or encroachments must be approved by Metro Council.
2. The applicant shall coordinate with WeGo Public Transit on existing and future transit stops on 8th Avenue South.
3. Final design of the proposed signal at Drexel and improvements to the 7th Avenue South and Lafayette intersection shall be coordinated with and approved by Metro Public Works.
4. All bonus height actions identified in this application, including those that require a deed or restrictive covenant, must be approved prior to building permit approval.
5. The developer must propose an agreement for reasonable public access (e.g. hours of operation and other operational expectations) to the privately-owned, publicly accessible open space. This shall be reviewed by Metro Planning and Metro Legal prior to the issuance of building permits.

The DTC DRC also recommended that the Planning Commission approve the Overall Height Modification associated with the same project. The Overall Height Modification is case #2020DTC-31-001 and is scheduled to be heard by the Planning Commission on 6/11/2020.

Please note that all DTC standards not modified must be fully met, in addition to other Metro Departments' requirements (including Public Works review and approval of any encroachments into the public right-of-way). Deviations from the DTC DRC approved plans may require additional review and approval. Please contact eric.hammer@nashville.gov if you have any questions.

Below is a sketch showing the location of the project:



Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metropolitan Nashville Planning Department



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
800 Second Avenue South
P.O. Box 196300
Nashville, Tennessee 37219-6300

July 9, 2020

Circle South Holdings Llc
424 Church Street
Suite 2100
Nashville, TN 37209

**Re: Metro Planning Commission Action on June 25, 2020
CIRCLE SOUTH, 2020DTC-031-001**

To Whom It May Concern:

On Thursday, June 25, 2020, the Metro Planning Commission acted on your development application. Please find attached the Commission's action describing your application. The minutes of that meeting concerning this case are attached. These minutes will be reviewed and adopted by the Commission on July 23, 2020. For a copy of the adopted version after that meeting, visit our web site at www.nashville.gov/mpc click-on **MPC Agendas and Actions** from the left navigation menu, and click the **Minutes** link for June 25, 2020.

Council Bill Preparation for Zone Changes

Planning Department staff will prepare a Council Bill when the Planning Commission recommends approval or approval with conditions for any zone change. A recommendation of disapproval will require a request from a member of the Metro Council in order for a Council Bill to be prepared. Please contact Eric Hammer at 615-862-7165 or Eric.Hammer@nashville.gov for any questions regarding your Council Bill.

Checking Status of Metro Council Bills

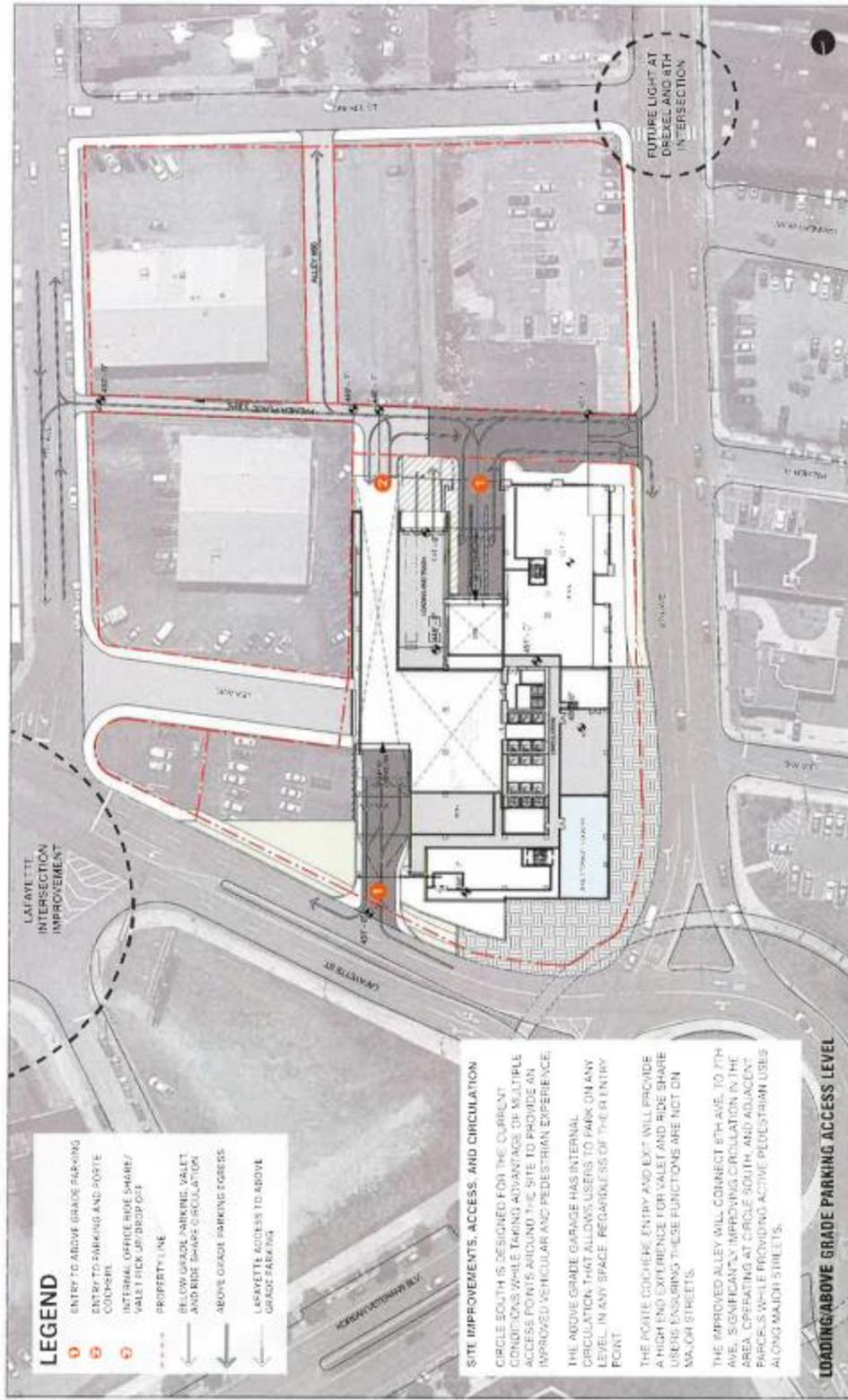
Once a resolution or bill has been filed, you can check the status of the legislation by visiting the Metro Clerk's web site at www.nashville.gov/mc/ordinances. You may select **Resolutions** or **Ordinances** from the left navigation menu to view either, and each is listed in descending order by Council Bill Number. Additionally, Metro Planning Department case numbers appear in the caption of each piece of legislation. For additional assistance, please contact the Metro Clerk's office at 862-6770.

If you have comments about your experience with the Planning Department please email planningsurvey@nashville.gov

Sincerely,

Lucy Kempf
Executive Director

CC: Councilmember Freddie O'connell, *Council Staff District 19*



LEGEND

- 1 ENTRY TO ABOVE GRADE PARKING
- 2 ENTRY TO PARKING AND ROUTE CONCERN
- 3 INTERNAL, OFF-RIDE BIKE SHARE/VALET PICK UP/DROP OFF
- PROPERTY LINE
- BELOW GRADE PARKING, VALET AND RIDE SHARE CIRCULATION
- ABOVE GRADE PARKING EGRESS
- LAFAYETTE ACCESS TO ABOVE GRADE PARKING

SITE IMPROVEMENTS, ACCESS, AND CIRCULATION

CIRCLE SOUTH IS DESIGNED FOR THE CURRENT CONDITIONS WHILE TAKING ADVANTAGE OF MULTIPLE ACCESS POINTS AROUND THE SITE TO PROVIDE AN IMPROVED VEHICULAR AND PEDESTRIAN EXPERIENCE.

THE ABOVE GRADE GARAGE HAS INTERNAL CIRCULATION THAT ALLOWS USERS TO PARK ON ANY LEVEL IN ANY SPACE REGARDLESS OF THEIR ENTRY POINT.

THE ROUTE COACHES ENTRY AND EXIT WILL PROVIDE A HIGH END EXPERIENCE FOR VALET AND RIDE SHARE USERS ENSURING THESE FUNCTIONS ARE NOT ON MAJOR STREETS.

THE IMPROVED ALLEY WILL CONNECT 8TH AVE. TO 7TH AVE. SIGNIFICANTLY IMPROVING CIRCULATION IN THE AREA OPERATING AT CIRCLE SOUTH AND ADJACENT PARCELS WHILE PROVIDING ACTIVE PEDESTRIAN USES ALONG MAJOR STREETS.

LOADING/ABOVE GRADE PARKING ACCESS LEVEL

LINCOLN PROPERTY COMPANY
 RAGANS-SMITH
 KSJ



CIRCLE SOUTH | DRC PACKAGE 06/04/20

PUBLIC SPACE - SITE PLAN





AMENITY TERRACE AND GREEN ROOF

OPEN SPACE

Area of Publicly Accessible Open Space	Total Bonus Area (By Calculation)	Area of Above Grade Tower Levels	Bonus Stories
11,400	79,800	75,200 ¹	3.17 Stories ²
		75,200 (75,200 / 23,400 = 3.21)	3 Stories
		75,200 (75,200 / 23,400 = 3.21)	3.17 Stories ²

¹ Typical Office Level

² 11,400 Publicly Accessible Open Space X 7.7 / 23,200 Typical Office Level = 3.17 Stories



PUBLICLY ACCESSIBLE OPEN SPACE
(11,400 SF TOTAL AREA)

Bonus Height Program

Publicly Accessible Open Space:
 Accessible, available open space for recreational, cultural, and landscaping uses. Open space provides the context and appreciation for the building's form and function, and is a key element of the building's design. Open space is defined as a list of activities in which the Open Space is used.

Open Space must be designed to the same quality standards of the DDC. To be eligible for the Bonus, Open Space must be a minimum of 7' wide in any:

- Plaza area not eligible for the BHP
- In Open Space, the number of square feet of Open Space must be at least equal to the number of square feet of Bonus Area. The number of Bonus Area must be less than or equal to the number of Open Space. The additional Open Space may be used in other areas of the building. The additional Open Space may be used in other areas of the building.
- Bonus area is available only for publicly accessible open space.



PUBLICLY ACCESSIBLE OPEN SPACE EXHIBIT



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-649, **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 2058 right-of-way south of Lebanon Pike and east of Rucker Avenue. (Proposal Number 2020M-022AB-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 #2058 from Rucker Ave eastward to proposed alley closure, 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.

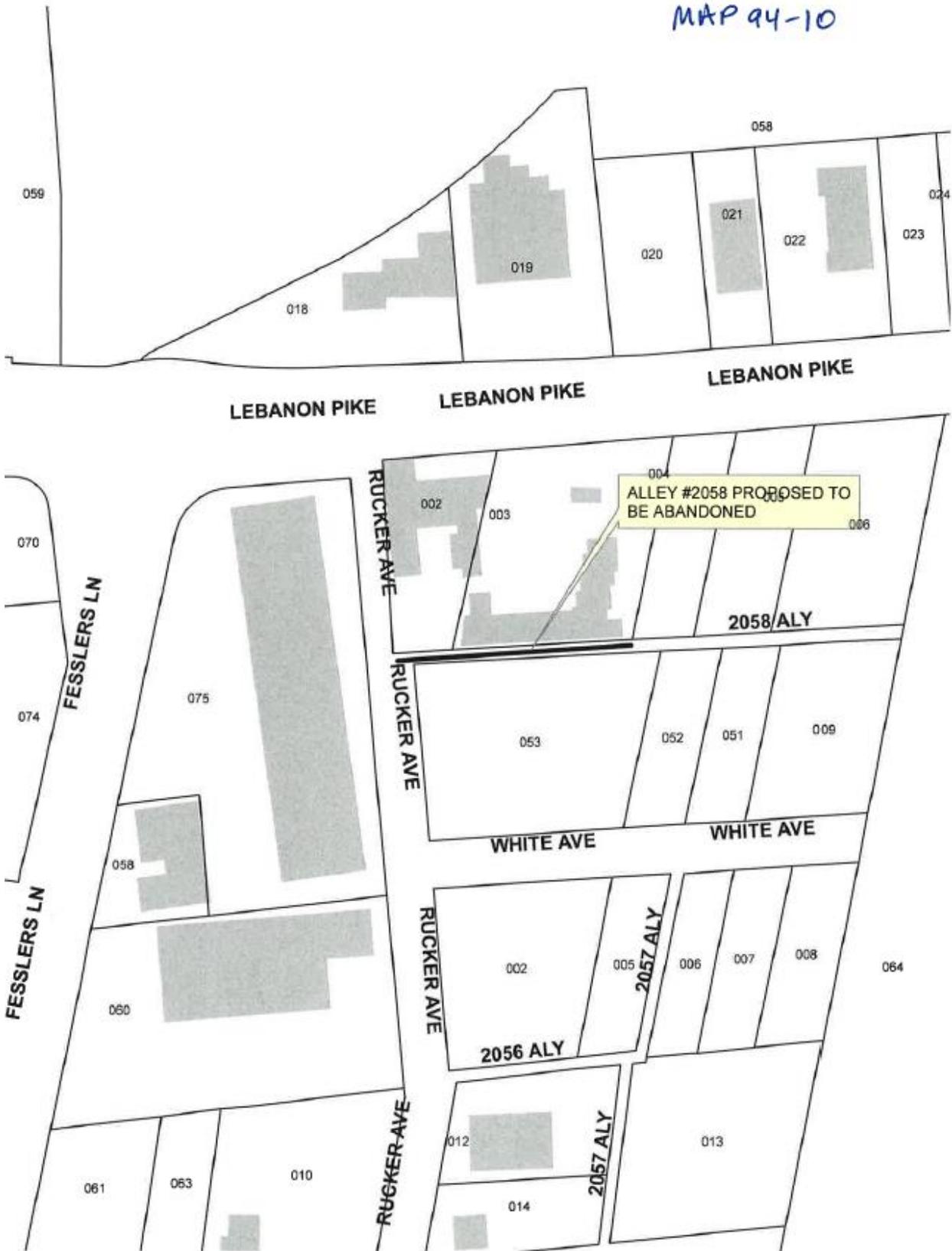
Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference 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.

MAP 94-10



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: 11-18-20

Closure Type:

- Street
 Alley

Easements:

- Retain utilities
 Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Alley # 2058

Street Name(s) / Alley Number(s)

At Lebanon Pike and Rucker Avenue

Street / Alley Located Between?

Reason for Closure:

R/W is not paved or being used by the public. Remainder of alley is being abandoned by

Council bill BL 2020-539.

Applicant: All correspondence will be mailed to the applicant.

Architect Engineer Property Owner Other: Project Mgmt. Consultant

Name: Don Kendall

Business: Development Management Group, LLC

Address: 4209 Gallatin Pike

City: Nashville State: TN Zip: 37216

Phone: (615) 227-5863 (615) 969-6489

Fax: business home business mobile

business home business mobile

E-mail: dkendall@dmg-nashville.com

Applicant's Signature: 

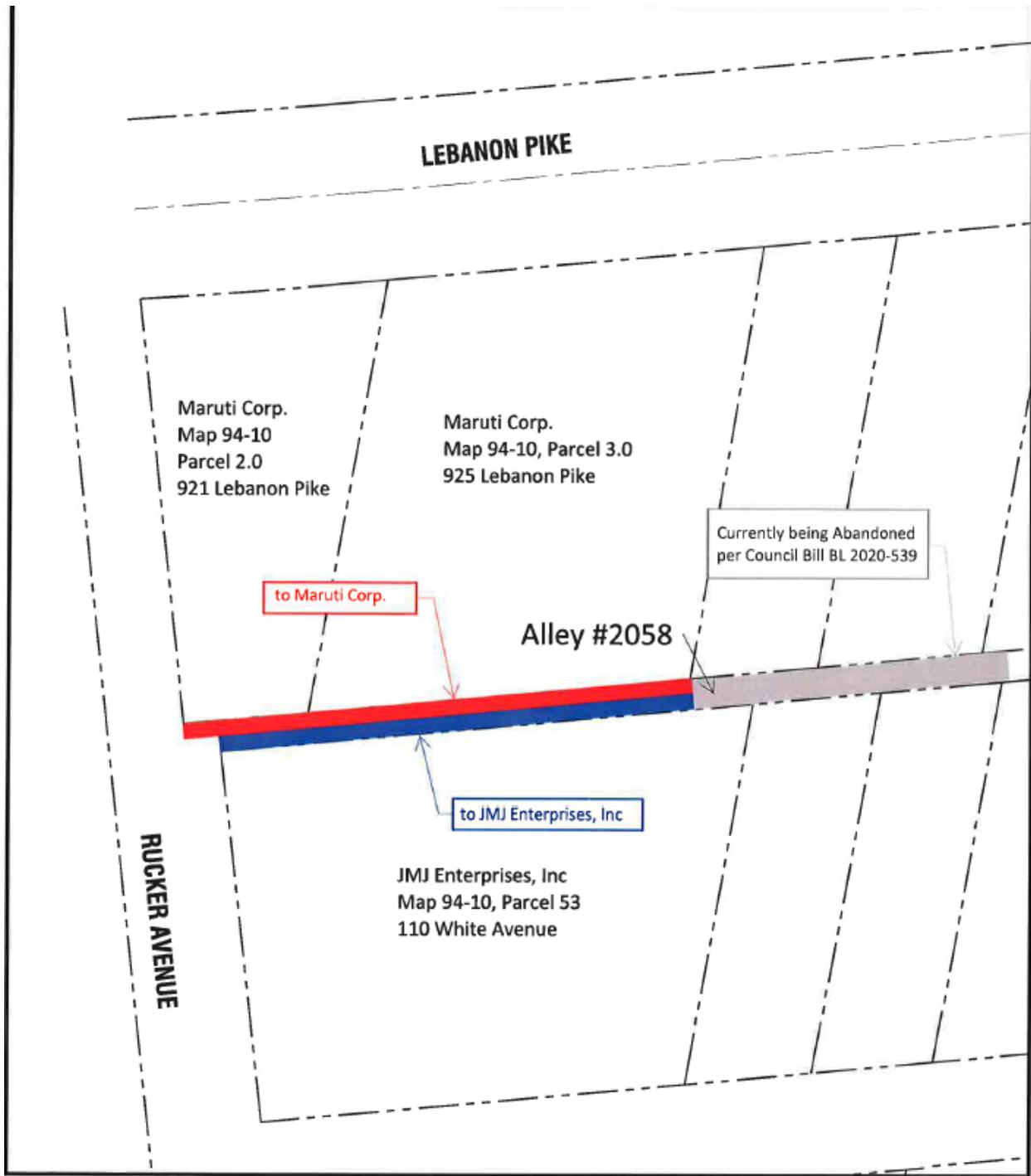
Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

Amount paid: \$ 300

Accepted by: SC

Date: 11-24-2020



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
Maruti Corp. Thakor Patel 	921 Lebanon Pike	615-715-1958	94-10	2.0
Maruti Corp. Thakor Patel 	925 Lebanon Pike	615-715-1958	94-10	3.0
JMJ Enterprises, Inc	110 White Avenue		94-10	53

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
Maruti Corp.	921 Lebanon Pike		94-10	2.0
Maruti Corp.	925 Lebanon Pike		94-10	3.0
JMJ Enterprises, Inc MARY JAMES 	110 White Avenue	615-482 - 3200	94-10	53



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-650, **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 142 right-of-way and easement from Lea Avenue to Drexel Street. (Proposal Number 2021M-001AB-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 Ragan Smith, Associates, 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:

Alley #142 from Lea Avenue southward to Drexel Street, between 7th Ave S and 8th Ave S, 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.

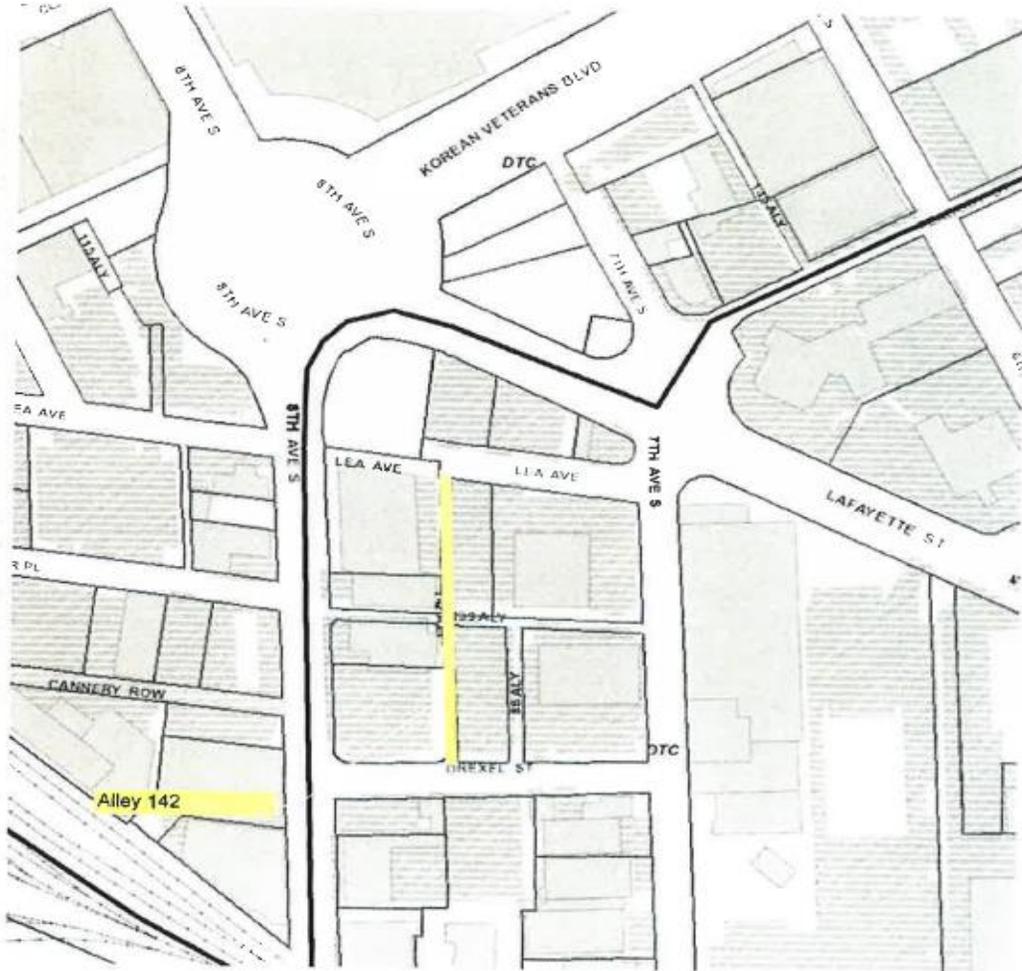
Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

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.

Proposal Number 2021M-001AB-001
Map: 93-10 & 93-14
Council District #19



P/O MAP 93-10,14

Metropolitan Government Department of Public Works
750 South 5th Street ♦ Nashville, TN 37205 ♦ (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: 12-14-20

Closure Type:

Street
 Alley

Easements:

Retain utilities
 Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Alley 142
Street Name(s) / Alley Number(s)
Lea and Drexel
Street / Alley Located Between?

Reason for Closure:

Alley 142 is not being used by adjacent owners or for connectivity by the general public. This request is also in accordance with an approved MDHA and Planning concept plan for the area

Applicant: All correspondence will be mailed to the applicant.

Architect Engineer Property Owner Other:

Name: Brad Slayden

Business: Ragan Smith Associates

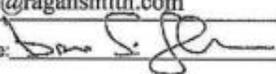
Address: 315 Woodland Street

City: Nashville State: TN Zip: 37206

Phone: 615-244-8591

Fax: business home business mobile
 business home business mobile

E-mail: bslayden@ragansmith.com

Applicant's Signature: 

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

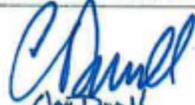
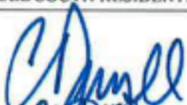
Amount paid: \$300⁰⁰

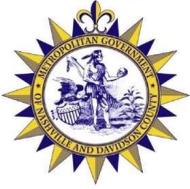
Accepted by: BC Date: 12-14-20

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
 Clay Duvall CIRCLE SOUTH HOLDINGS (TN), LLC	500 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310006000	
 Clay Duvall CIRCLE SOUTH HOLDINGS (TN), LLC	512 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310005800	
 Clay Duvall CIRCLE SOUTH HOLDINGS (TN), LLC	711 LEA AVE NASHVILLE, TN 37203	615-338-8487	09310006100	
 Clay Duvall CIRCLE SOUTH RESIDENTIAL (TN) LLC	514 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310005700	
 Clay Duvall CIRCLE SOUTH RESIDENTIAL (TN) LLC	522 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09314059500	
 Clay Duvall CIRCLE SOUTH RESIDENTIAL (TN) LLC	706 DREXEL ST NASHVILLE, TN 37203	615-338-8487	09314020300	



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-651, **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 an Unnumbered Alley right-of-way and easement from the 6th Avenue South and Oak Street intersection southwestward. (Proposal Number 2020M-019AB-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:

An Unnumbered Alley from the intersection of 6th Ave S and Oak Street southwestward to the Railroad right-of-way, 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.

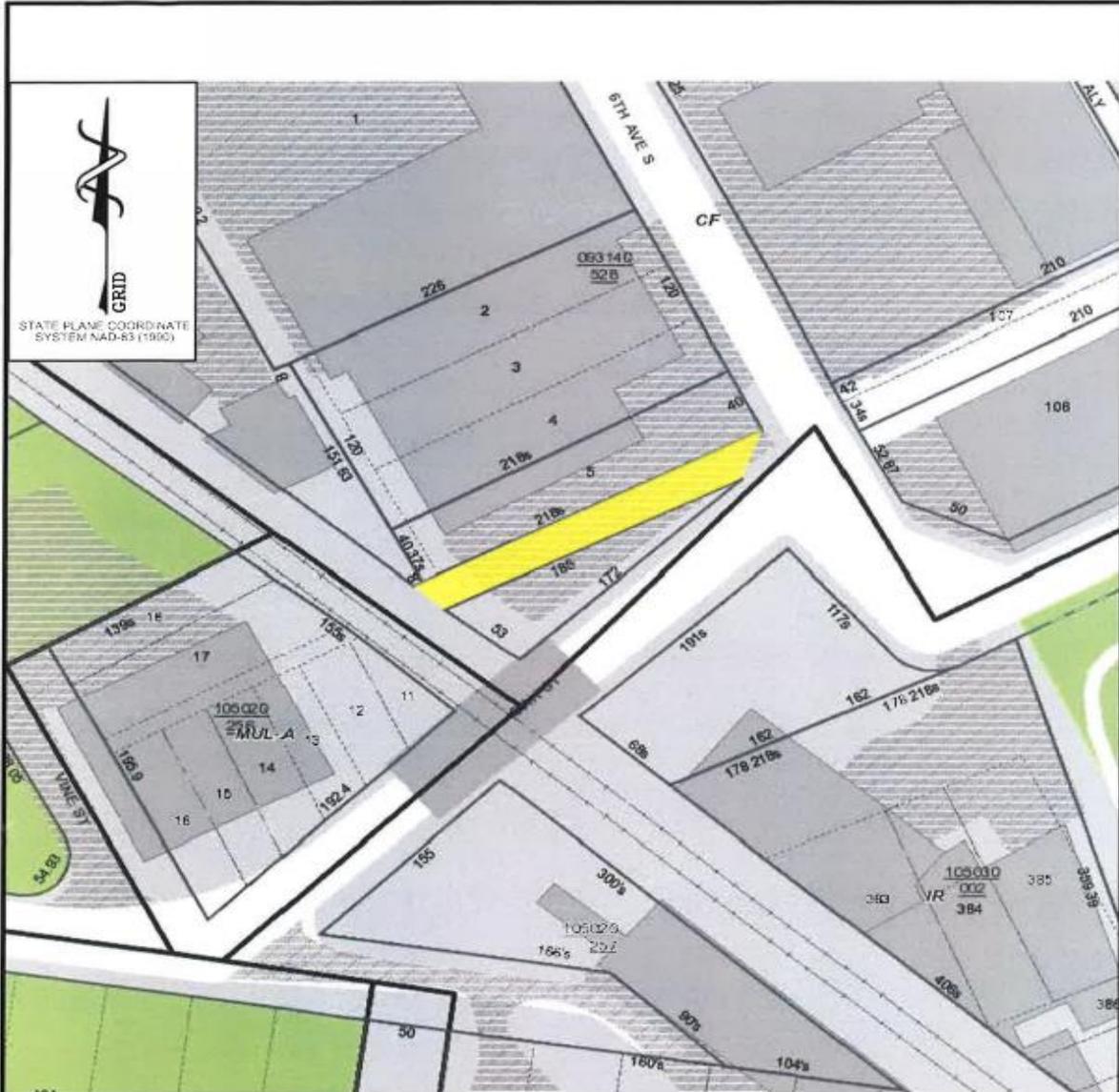
Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

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.

Proposal Number 2020M-019AB-001
 Map: 93-14
 Council District #17



1 Civil Engineer 2
BRIGGS/STUBBS/FRANK
 NATIONAL ENGINEERING EXAMINERS
 813.238.8971 FAX 813.238.8972
 415.222.9777 P.O. # 3
 BCA #2064-103

EXHIBIT MANDATORY REFERRAL - ALLEY CLOSURE

6th AVE & OAK

NASHVILLE, TENNESSEE 37203

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: 11-5-20

Closure Type:

- Street
 Alley

Easements:

- Retain utilities
 Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Unnumbered unimproved alley

Street Name(s) / Alley Number(s)

Corner on 6th Street South and Oak Street. Located between Parcels 524 and 527

Street / Alley Located Between?

Reason for Closure:

Redevelopment and consolidation of parcels

Applicant: All correspondence will be mailed to the applicant.

Architect Engineer Property Owner Other: _____

Name: John Gore

Business: Barge Cauthen & Associates, Inc.

Address: 6606 Charlotte Pke, Ste 210

City: Nashville State: Tn. Zip: 37209

Phone: (615) 324-4225

business home business mobile

Fax: (615) 352-6737

business home business mobile

E-mail: igore@bargecauthen.com

Applicant's Signature _____

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

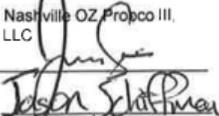
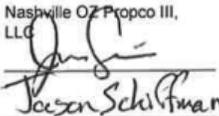
Amount paid: \$ 300.00

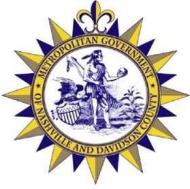
Accepted by: B.C. Date 11-5-20

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
Nashville OZ Propco III, LLC 	939 6th Ave S Nashville, TN 37203		93-14	527
Nashville OZ Propco III, LLC 	941 6th Ave S Nashville, TN 37203		93-14	524



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-652, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water mains and easements, and to accept new public water mains, fire hydrant assemblies, and easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered) (MWS Project No. 19-WL-126 and Proposal No. 2021M-004ES-001).

WHEREAS, the abandonment of approximately 489 linear feet of existing 36 inch water main (CI), approximately 151 linear feet of existing 30 inch water main (CI), approximately 231 linear feet of existing 16 inch water main (CI) and easements, and the acceptance of approximately 639 linear feet of new 36 inch water main (DIP), approximately 36 linear feet of new 16 inch water main (DIP), approximately 45 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered), are needed to construct project number 19-WL-126; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-004ES-001 on January 8, 2021, for the abandonment and acceptance of said water mains, 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 approximately 489 linear feet of existing 36 inch water main (CI), approximately 151 linear feet of existing 30 inch water main (CI), approximately 231 linear feet of existing 16 inch water main (CI) and easements, and to accept approximately 639 linear feet of new 36 inch water main (DIP), approximately 36 linear feet of new 16 inch water main (DIP), approximately 45 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered), as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

10506025700

715 Merritt Avenue

10506025600

Hagan Street (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.

640 Merritt
19WL0126

-  Abandoned 36" Water Main...489 LF
-  Abandoned 30" Water Main...151 LF
-  Abandoned 16" Water Main...231 LF
-  Abandoned Fire Hydrant Assembly...1 Unit
-  Proposed 36" Water Main...639 LF
-  Proposed 16" Water Main...36 LF
-  Proposed 8" Water Main...45 LF
-  Proposed Fire Hydrant Assemblies...2 Units

and easements

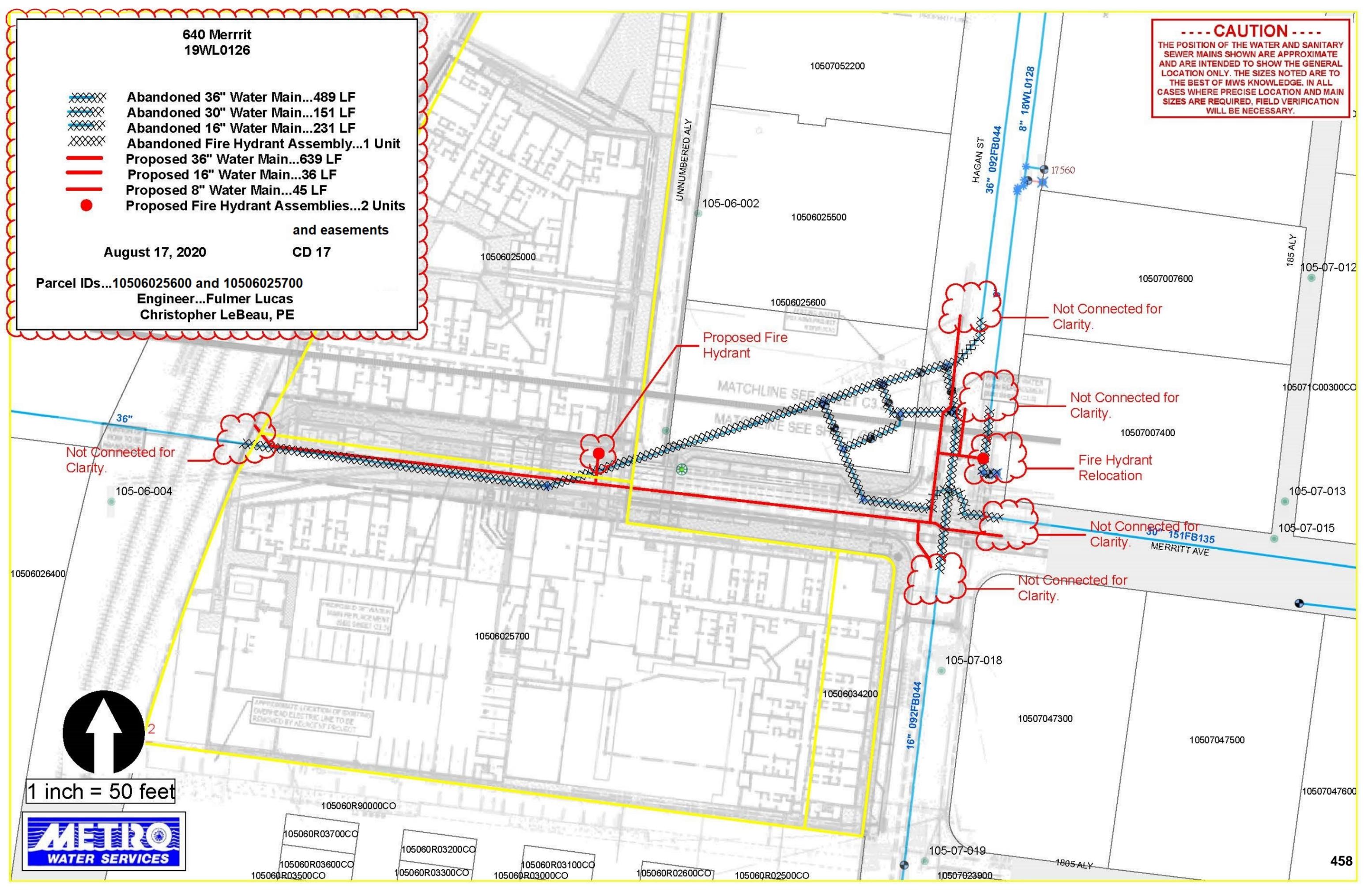
August 17, 2020

CD 17

Parcel IDs...10506025600 and 10506025700

Engineer...Fulmer Lucas
Christopher LeBeau, PE

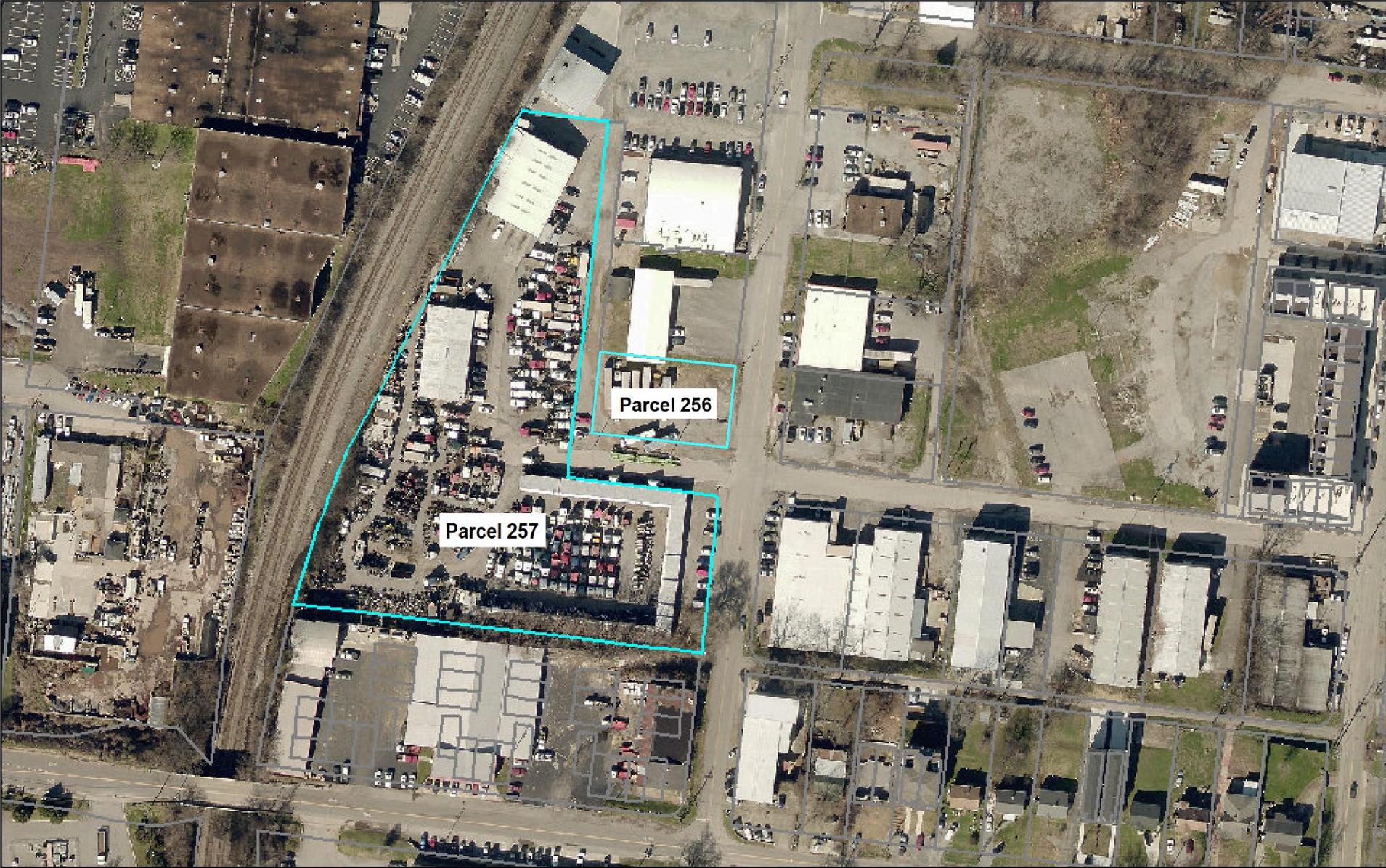
----- CAUTION -----
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.



1 inch = 50 feet

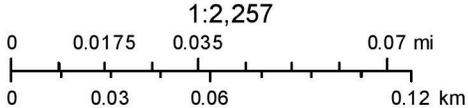


Nashville / Davidson County Parcel Viewer



January 6, 2021

Ownership Parcels



Metro GIS; Pictometry International



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-653, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon a sanitary sewer main, adjust a sanitary sewer manhole, and to accept sanitary sewer main encased in concrete and one sanitary sewer manhole, for four properties located on 13th Avenue South, also known as AMEC Publishing House (MWS Project No. 20-SL-191 and Proposal No. 2021M-003ES-001).

WHEREAS, the abandonment of approximately 40 linear feet of existing eight inch sanitary sewer main, the adjustment of a sanitary sewer manhole, and the acceptance of approximately 40 linear feet of new eight inch sanitary sewer main (PVC) encased in concrete and one sanitary sewer manhole, for four properties located on 13th Avenue South, also known as AMEC Publishing House, are needed to construct project number 20-SL-191; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-003ES-001 on January 8, 2021, for the abandonment, adjustment and acceptance of said sanitary sewer mains and sanitary sewer manholes.

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 40 linear feet of existing eight inch sanitary sewer main, adjust a sanitary sewer manhole, and to accept approximately 40 linear feet of new eight inch sanitary sewer main (PVC) encased in concrete and one sanitary sewer manhole, for four properties located on 13th Avenue South, also known as AMEC Publishing House, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
10501007800	926 13th Avenue South
10501008400	912 13th Avenue South
10501008500	910 13th Avenue South
10501008600	900 13th Avenue South

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, adjustment and acceptance authorized by this ordinance.

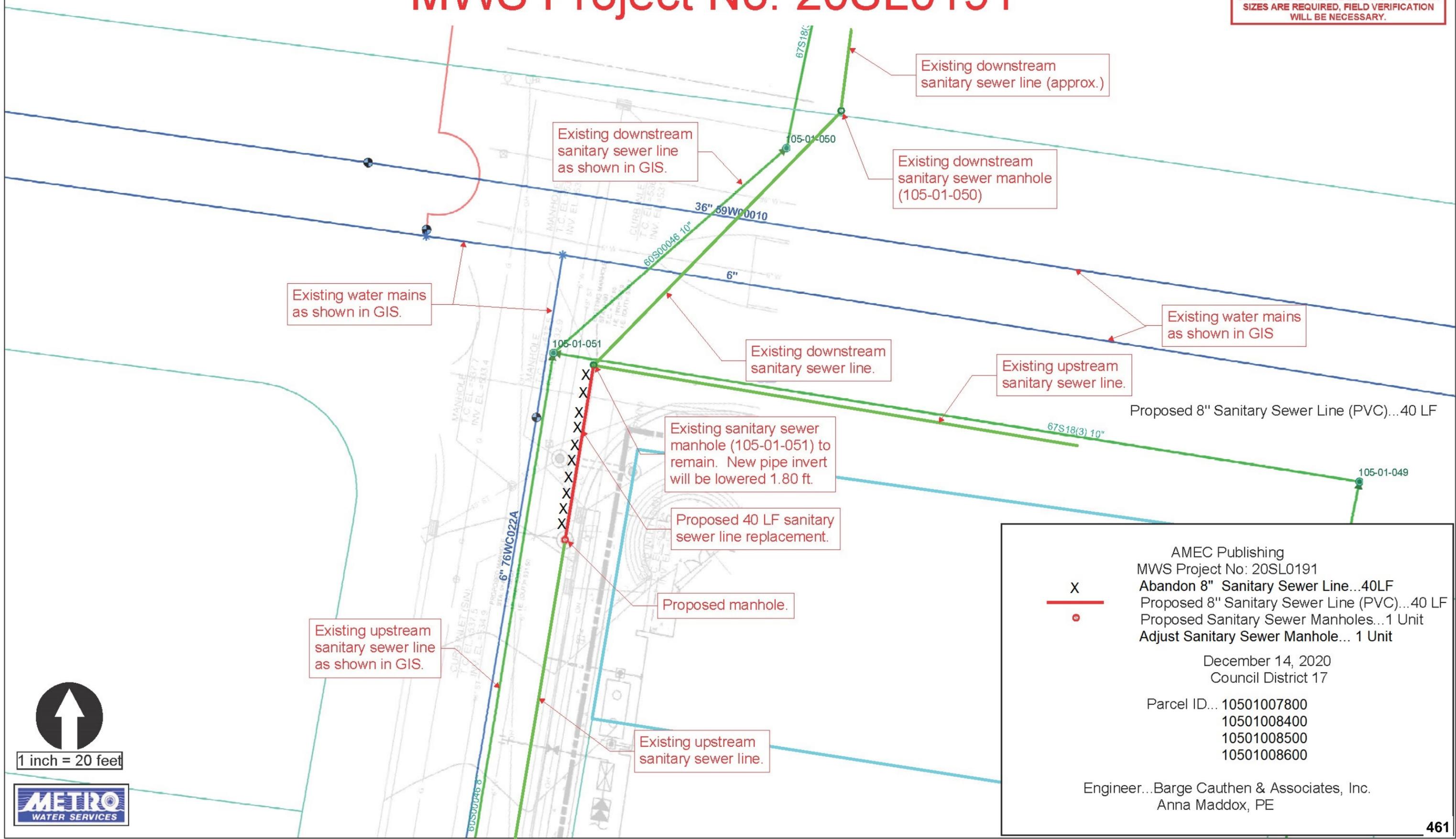
Section 3. Amendments to this legislation shall be approved by resolution.

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.

Vicinity Sketch

MWS Project No: 20SL0191

----- 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 = 20 feet



AMEC Publishing
 MWS Project No: 20SL0191
 Abandon 8" Sanitary Sewer Line...40LF
 Proposed 8" Sanitary Sewer Line (PVC)...40 LF
 Proposed Sanitary Sewer Manholes... 1 Unit
 Adjust Sanitary Sewer Manhole... 1 Unit

December 14, 2020
 Council District 17

Parcel ID... 10501007800
 10501008400
 10501008500
 10501008600

Engineer...Barge Cauthen & Associates, Inc.
 Anna Maddox, PE



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-654, **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 RM2 to RS40 property located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), all of which is described herein (Proposal No. 2021Z-026PR-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:

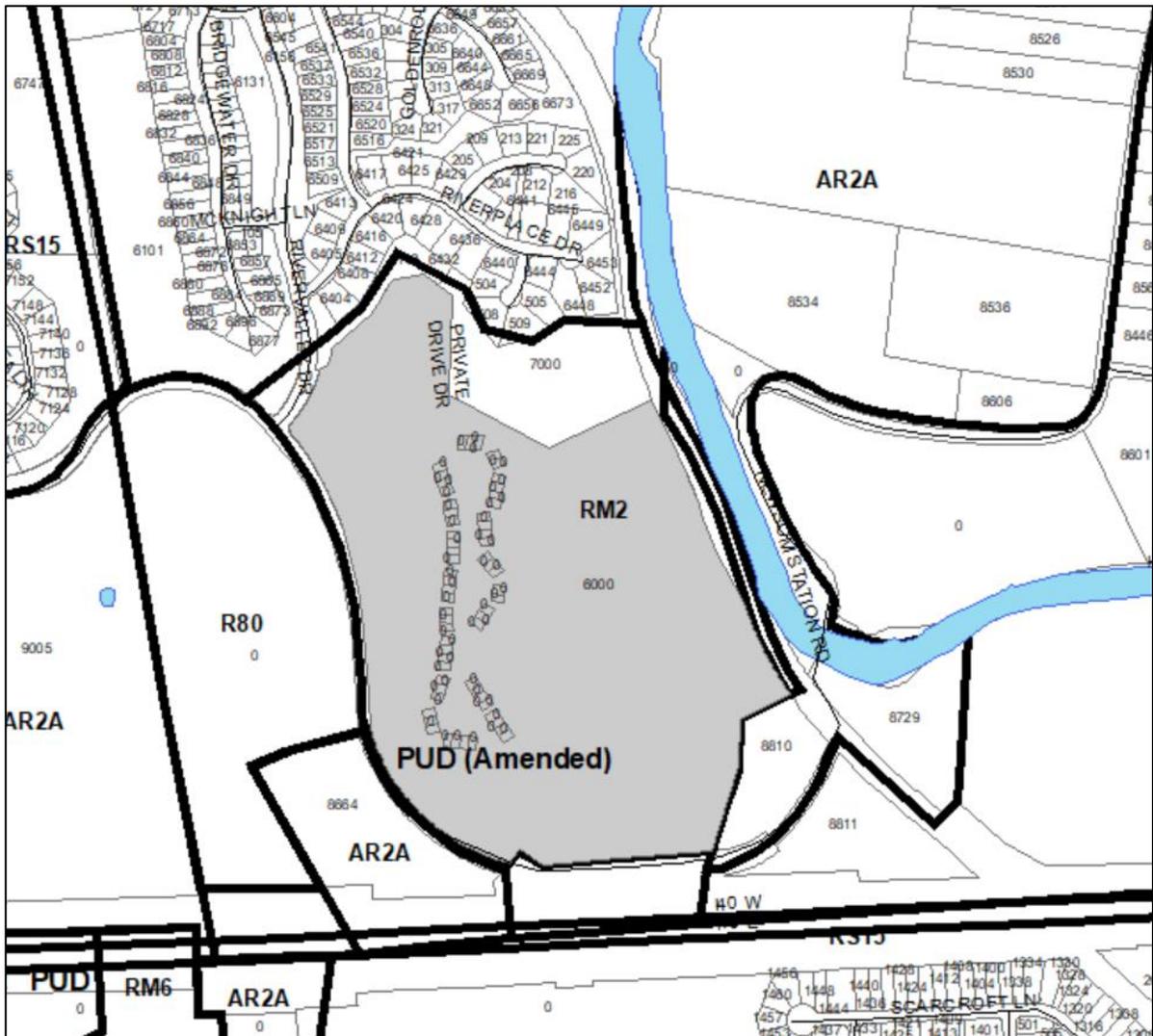
By changing from RM2 to RS40 property located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), as being various Property Parcel Nos. as designated on Map 126-10-0-B of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the 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 Sheet No. 126 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-026PR-001
Map 126-10-0-B, Parcel(s) 001 – 062
Subarea 06, Bellevue
District 35 (Rosenberg)
Application fee paid by: Fee waived by Council

A request to rezone from RM2 to RS 40 for properties located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), requested by Councilmember Dave Rosenberg, applicant, O.I.C. Ridgecrest at Riverwalk and Brian W. Reames, owners. (See also Proposal No. 2000P-003-003)





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-655, **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 canceling a portion of the Riverwalk Planned Unit Development district located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road, (58.48 acres), approved for 61 multi-family dwelling units, all of which is described herein (Proposal No. 2000P-003-003).

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 making certain changes in the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

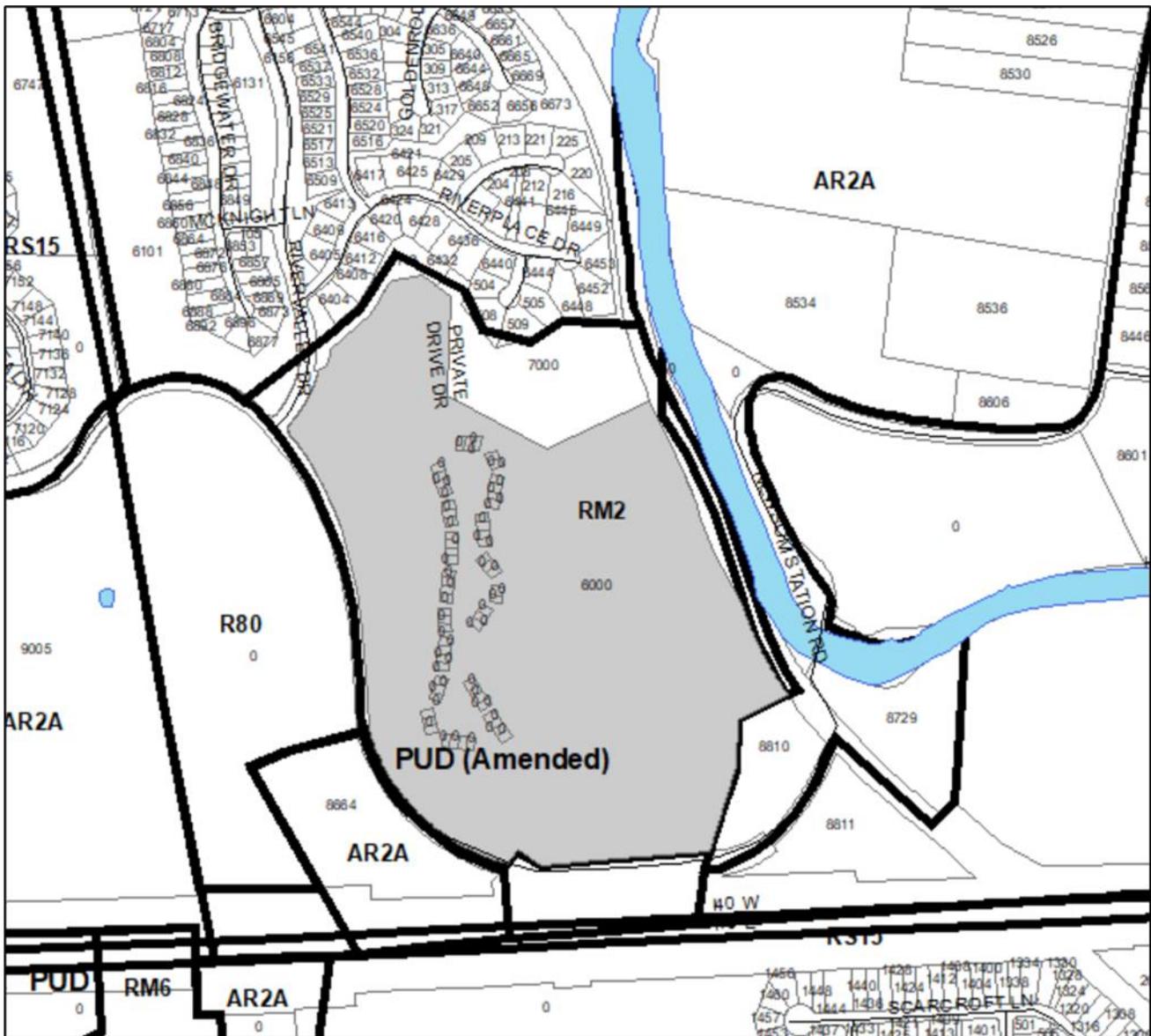
By canceling a portion of the Riverwalk Planned Unit Development district located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road, (58.48 acres), approved for 61 multi-family dwelling units, as being various Property Parcel Nos. as designated on Map 126-16-0-B of 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 plan that was duly considered by the Planning Commission, and which is on file with the Metropolitan Planning 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 Sheet No. 126 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.

2000P-003-003
PUD CANCEL
Map 126-10-0-B, Parcel(s) 001 – 062
Subarea 6, Bellevue
District 35 (Rosenberg)
Application fee paid by: Fee waived by Council

A request to cancel a Planned Unit Development Overlay District for properties located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), requested by Councilmember Dave Rosenberg, applicant, O.I.C. Ridgecrest at Riverwalk and Brian W. Reames, owners. (See also Proposal No. 2021Z-026PR-001)





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-656, **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 MUL-A zoning for property located at 4150 Central Pike, approximately 230 feet east of Valley Grove Drive (1.7 acres), all of which is described herein (Proposal No. 2021Z-007PR-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:

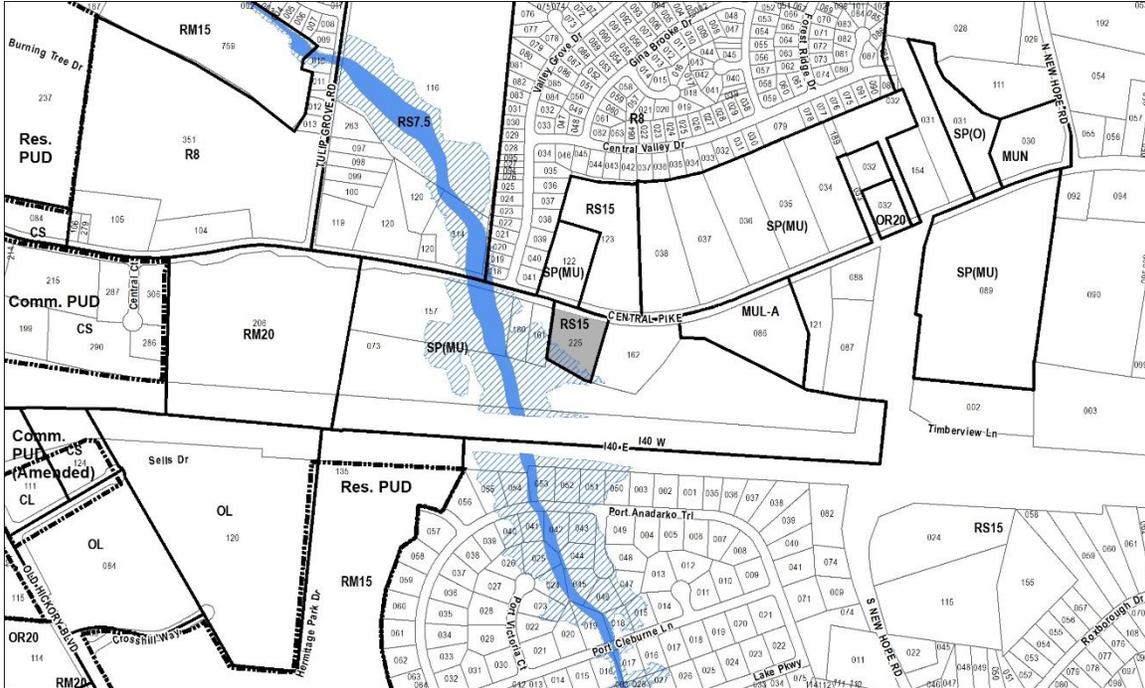
By changing from RS15 to MUL-A zoning for property located at 4150 Central Pike, approximately 230 feet east of Valley Grove Drive (1.7 acres), being Property Parcel No. 225 as designated on Map 086-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the 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 086 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-007PR-001
Map 086, Parcel(s) 225
Subarea 14, Donelson - Hermitage - Old Hickory
District 12 (Evans)
Application fee paid by: William S or Sandra J Glover

A request to rezone from RS15 to MUL-A zoning for property located at 4150 Central Pike, approximately 230 feet east of Valley Grove Drive (1.7 acres), requested by Wheeler Central Pike Partnership, applicant and owner.





Metropolitan Nashville and Davidson County, TN Legislation Text

File #: BL2020-197, **Version:** 2

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, as amended, 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.

An amendment added at the February 2 meeting defines the boundaries of the moratorium as the Antioch-Priest Lake Community Plan area, as defined in the NashvilleNext plan. A map of the area is attached to the ordinance as Exhibit 2.

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.

AMENDMENT NO. ____
TO
SUBSTITUTE ORDINANCE NO. BL2020-197

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2020-197 by replacing the existing Exhibit 1 and Exhibit 2 with the attached Exhibit 1 and Exhibit 2.

SPONSORED BY:

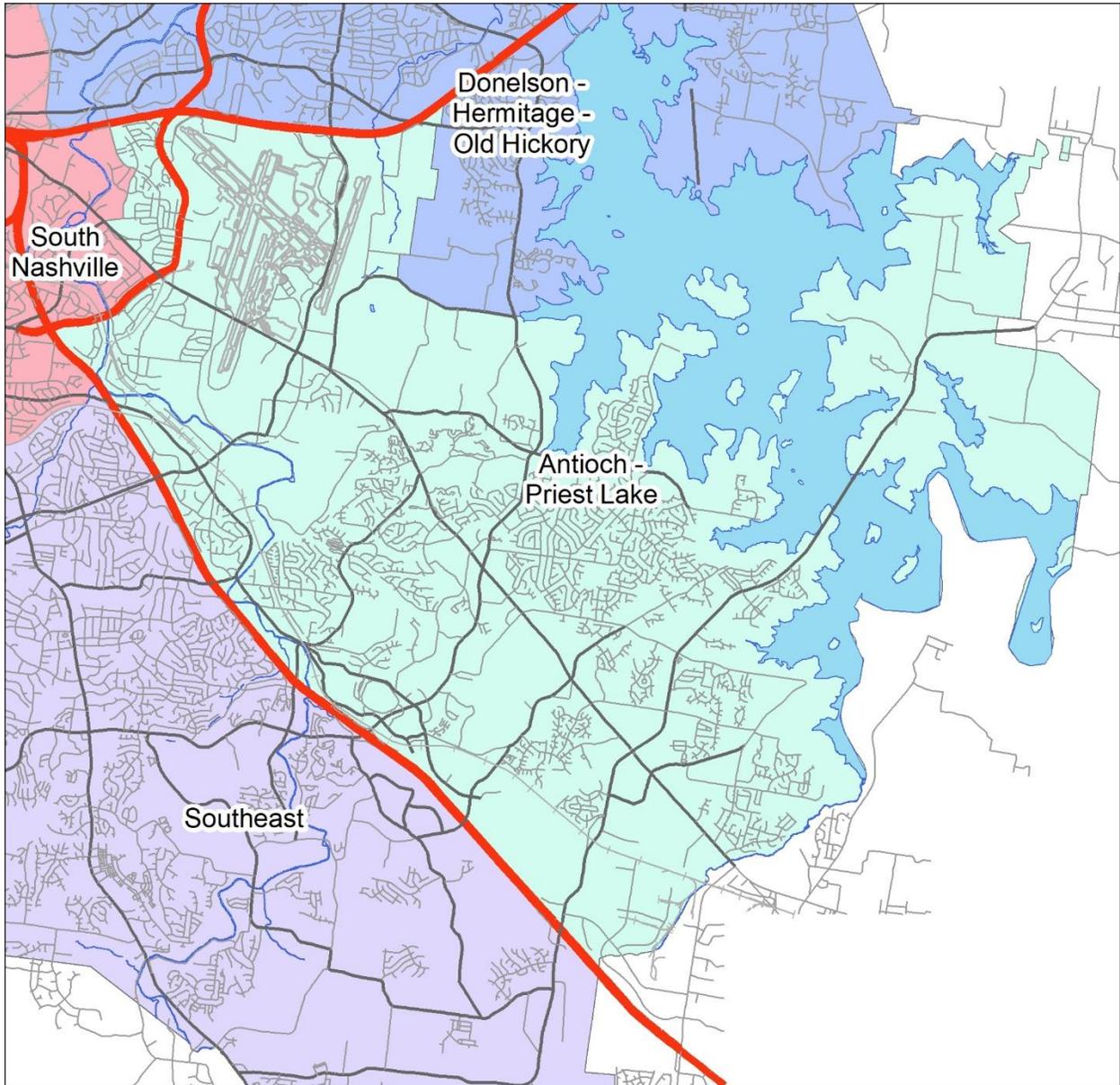
Tanaka Vercher
Member of Council

Exhibit 1

Geographic Boundaries of BL2020-197

The geographic boundaries of this ordinance shall comprise of the Antioch – Priest Lake Community Plan area, as defined in the NashvilleNext Plan. This area contains approximately 59 square miles and is bounded by Interstate 24 to the west, J. Percy Priest Lake to the East, the Nashville International Airport to the north, and the Davidson County border to the south, all of which is more particularly detailed on the map on file with the Metropolitan Planning Department.

Exhibit 2





Metropolitan Nashville and Davidson County, TN Legislation Text

File #: BL2020-553, **Version:** 2

An ordinance to require a resolution of the Metropolitan Council prior to discontinuing operations at the J.B. Knowles Home Assisted Living Facility.

WHEREAS, the truest measure of any of any society can be found in how it treats its old, its poor, its weak, and its helpless; and

WHEREAS, the City of Nashville has a long and proud history of providing care and comfort to our most vulnerable residents; and

WHEREAS, the sale of J.B. Knowles Home Assisted Living Facility ("Knowles") and its campus did not occur pursuant to Ordinance No. BL2014-688, as amended; and

WHEREAS, Knowles is currently operated by AnthemCare Tennessee LLC, a private operator; and

WHEREAS, no long term plan has been provided for the continued existence of Knowles; and

WHEREAS, the Council desires to continue the care provided by Knowles until a long term plan is reviewed and approved by the Council; and

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the Metropolitan Government that the important care currently being provided at the J.B. Knowles Home Assisted Living Facility continue. Any action that would interrupt care at the facility must be reviewed and approved by the Council.

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

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

Section 2. The resolution shall be accompanied by a detailed plan for the safe and humane relocation of patients and residents to other locations qualified and willing to accept the same. The plan shall be made available to patients and residents, and their families at least 30 days prior to the public hearing.

Section 3. While it is the intent of the Metropolitan Council that the J.B. Knowles Home Assisted Living Facility operate on the revenues generated by the services provided with no subsidy from Metro's general fund, the Council intends to continue the current budgeted subsidy until a long term plan is reviewed and approved by

the Council.

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

Analysis

This ordinance, as substituted, would require all care being provided to patients and residents at the J.B. Knowles Home Assisted Living Facility to be continued unless the elimination of such services is approved by the Metropolitan Council by a resolution receiving 21 affirmative votes, after a public hearing. The ordinance would also prohibit the commencement of wind down processes or preparations until at least 30 days after the Council approval of the resolution. Likewise, no wind down or other processes or preparations intended to prepare this facility for closure could occur until 30 days after the public hearing and affirmative Council vote. The ordinance further provides that, while the Council intends the services provided by the facility to be continued with no subsidy, the Council intends to continue the current budgeted subsidy until a long term plan is reviewed and approved by the Council.

The Knowles Home Assisted Living and Adult Day Services facility is currently operated by Anthemcare Tennessee LLC under a contract with Metro. The Anthemcare contract was entered into in June of 2018 for a two year period, but the contract was extended in 2020 for one year with a new expiration date of June 14, 2021.

SUBSTITUTE ORDINANCE NO. BL2020-553

An ordinance to require a resolution of the Metropolitan Council ~~30 days~~ prior to discontinuing operations at the ~~Bordeaux Long Term Care Facility~~, the J.B. Knowles Home Assisted Living Facility, ~~or Nashville General Hospital~~.

WHEREAS, the truest measure of any of any society can be found in how it treats its old, its poor, its weak, and its helpless; and

WHEREAS, the City of Nashville has a long and proud history of providing care and comfort to our most vulnerable residents; and

WHEREAS, the ~~Bordeaux Long Term Care Facility~~ have provided care to important, yet aged and infirm residents for decades sale of J.B. Knowles Home Assisted Living Facility ("Knowles") and its campus did not occur pursuant to Ordinance No. BL2014-688, as amended; and

WHEREAS, ~~some would allow short term financial expediency to replace our bounded duty to provide care to the current residents of these Metro owned facilities~~ Knowles is currently operated by AnthemCare Tennessee LLC, a private operator; and

WHEREAS, ~~the relocation of residents and patients with preexisting conditions during a pandemic is at best ill advised, and at worst places each patient and resident at significant risk of an adverse health outcome, or even death~~ no long term plan has been provided for the continued existence of Knowles; and

WHEREAS, ~~the relocation of patients and residents from long term care facilities is well known to result in transfer trauma to said patients and residents even in the best of times and under the most carefully planned and coordinated circumstances~~ the Council desires to continue the care provided by Knowles until a long term plan is reviewed and approved by the Council; and

WHEREAS, ~~in addition, the circumstances at the Bordeaux Long Term Care Facility have highlighted the need for continuation of the care provided by the J.B. Knowles Home Assisted Living Facility and Nashville General Hospital;~~ and

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the Metropolitan Government that the important care currently being provided to citizen of Nashville at the Bordeaux Long Term Care Facility should continue uninterrupted until the SARS-CoV-2 pandemic has subsided and a safe and humane plan for relocation of patients and residents to other locations is reviewed and approved by Council. Further, care provided at the J.B. Knowles Home Assisted Living Facility continue. Any action that would interrupt care at the facility must be reviewed and approved by the Council and Nashville General Hospital should be reviewed and approved by Council prior to any actions that would interrupt care at either institution.

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

Section 1. All care being provided to patients and residents at the ~~Bordeaux Long Term Care Facility, J.B. Knowles Home Assisted Living Facility, or Nashville General Hospital~~ as of December 31, 2019, shall be continued more or less as the same was occurring on December 31, 2019 unless the elimination of such services is approved by the Metropolitan Council by a resolution receiving twenty-one (21) affirmative votes, after a public hearing. Likewise, no wind

down or other processes or preparations intended to prepare ~~one of these facilities~~ the facility for closure shall occur until 30 days after the public hearing and affirmative Council vote.

Section 2. The resolution shall be accompanied by a detailed plan for the safe and humane relocation of patients and residents to other locations qualified and willing to accept the same. The plan shall be made available to patients and residents, and their families at least 30 days prior to the public hearing.

Section 3. While it is the intent of the Metropolitan Council that ~~the Bordeaux Long Term Care Facility, the J.B. Knowles Home Assisted Living Facility, and Nashville General Hospital~~ operate on the revenues generated by such functions at no cost to the general government, in the event ~~that revenues generated at one of these institutions are insufficient for the operation and maintenance of the facilities until a closure plan is approved by Council, the Council intends to appropriate the necessary funds to cover any shortfall by the services provided with no subsidy from Metro's general fund, the Council intends to continue the current budgeted subsidy until a long term plan is reviewed and approved by the Council.~~

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

SPONSORED BY:

Kyonzté Toombs
Member of Council



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 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.

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

TE

APPROVED AS TO FORM
AND LEGALITY:

Tara Ladd

Assistant Metropolitan Attorney

INTRODUCED BY:

Kymonte Johnson

Robert A. Ash

Bunty Miller

Council Member(s)

TPA

Contract Abstract

Contract Information

Contract & Solicitation Title: Solar Energy Management System for Metro Water Services MLL

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: Jerval 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
<u>Lightwave Solar INC</u>	<input checked="" type="checkbox"/>	<input type="text"/>	<u>\$0.07</u>	<u>Awarded</u>
<u>Ameresco</u>	<input type="checkbox"/>	<input type="text"/>	<u>\$1.00</u>	<u>Evaluated but not selected</u>
<u>Entegry</u>	<input type="checkbox"/>	<input type="text"/>	<u>\$0.05</u>	<u>Evaluated but not selected</u>

Contract Abstract

Inman

1

\$75.00

Evaluated but not selected

Silicon Ranch

1

\$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 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.

7.9. 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]

{N0387749.1}

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 [Signature]
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle D. Hernandez Lane [Signature]
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto TE St
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Lightwave solar, LLC
Company Name

Chris Koczaja
Signature of Company's Contracting Officer

Chris Koczaja
Officer's Name

CEO
Officer's Title

EXHIBIT A
to Goods and Services Agreement

This **SOLAR SERVICES AGREEMENT** (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Service Provider below (the “**Effective Date**”).

“Site Host”:		“Service Provider”:	
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 <input checked="" type="checkbox"/> owns <input type="checkbox"/> 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, .

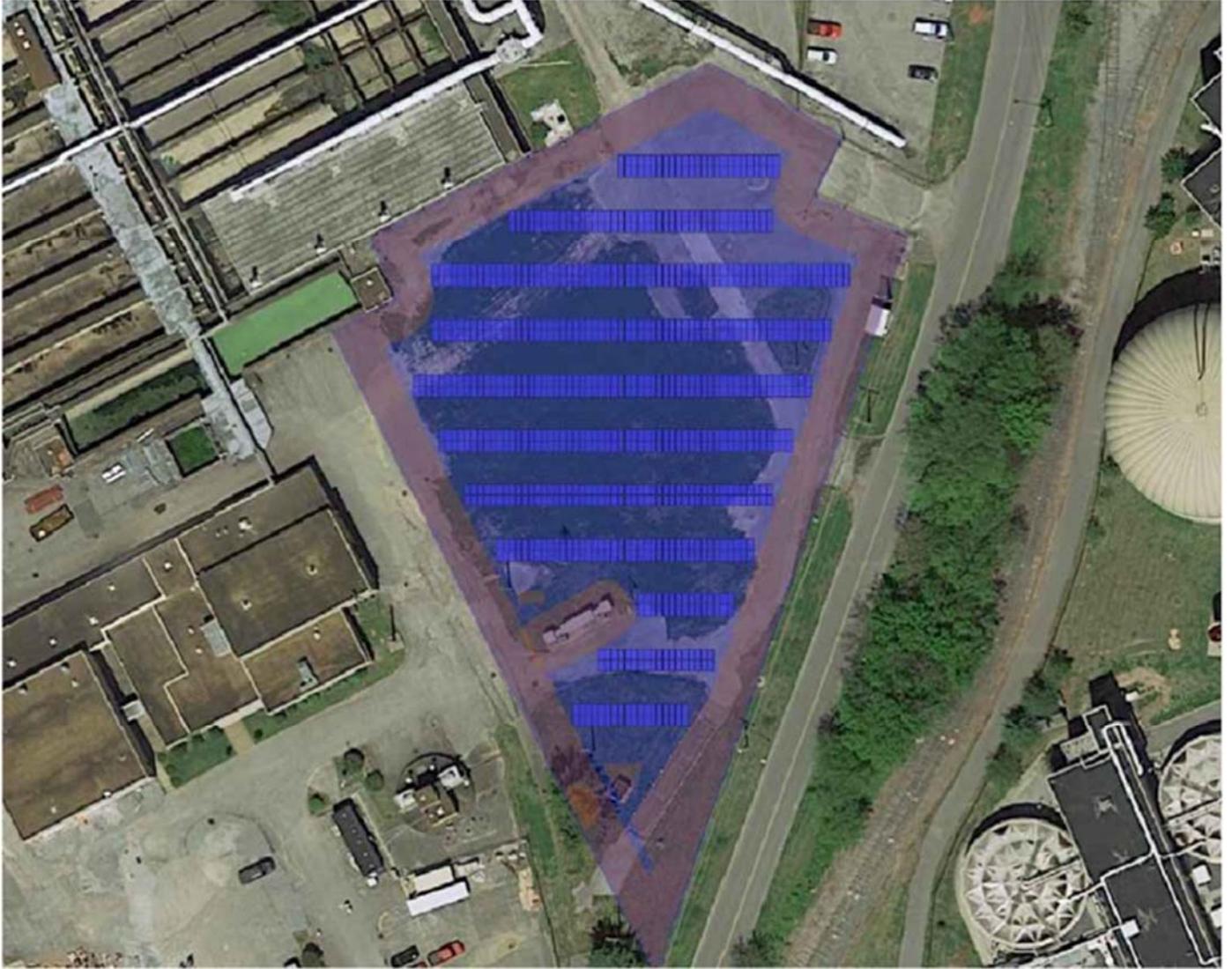
Contract Years	\$/month
1-30	\$31,090.99

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:**

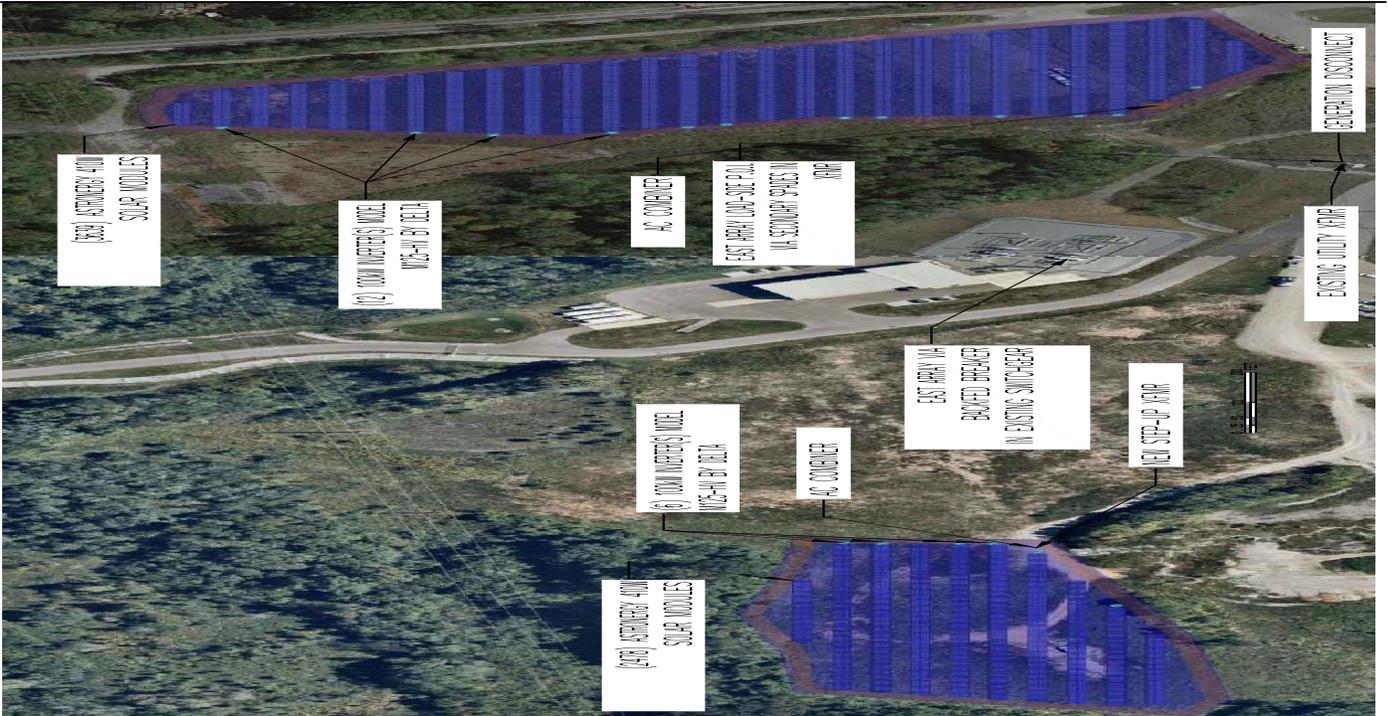
Includes:	<ul style="list-style-type: none"> • Complete design, engineering, permitting, procurement, installation, construction, and commissioning of the System; • Complete operation and maintenance of the System during the Term, including repair and administration of manufacturer’s warranties; • Performance 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



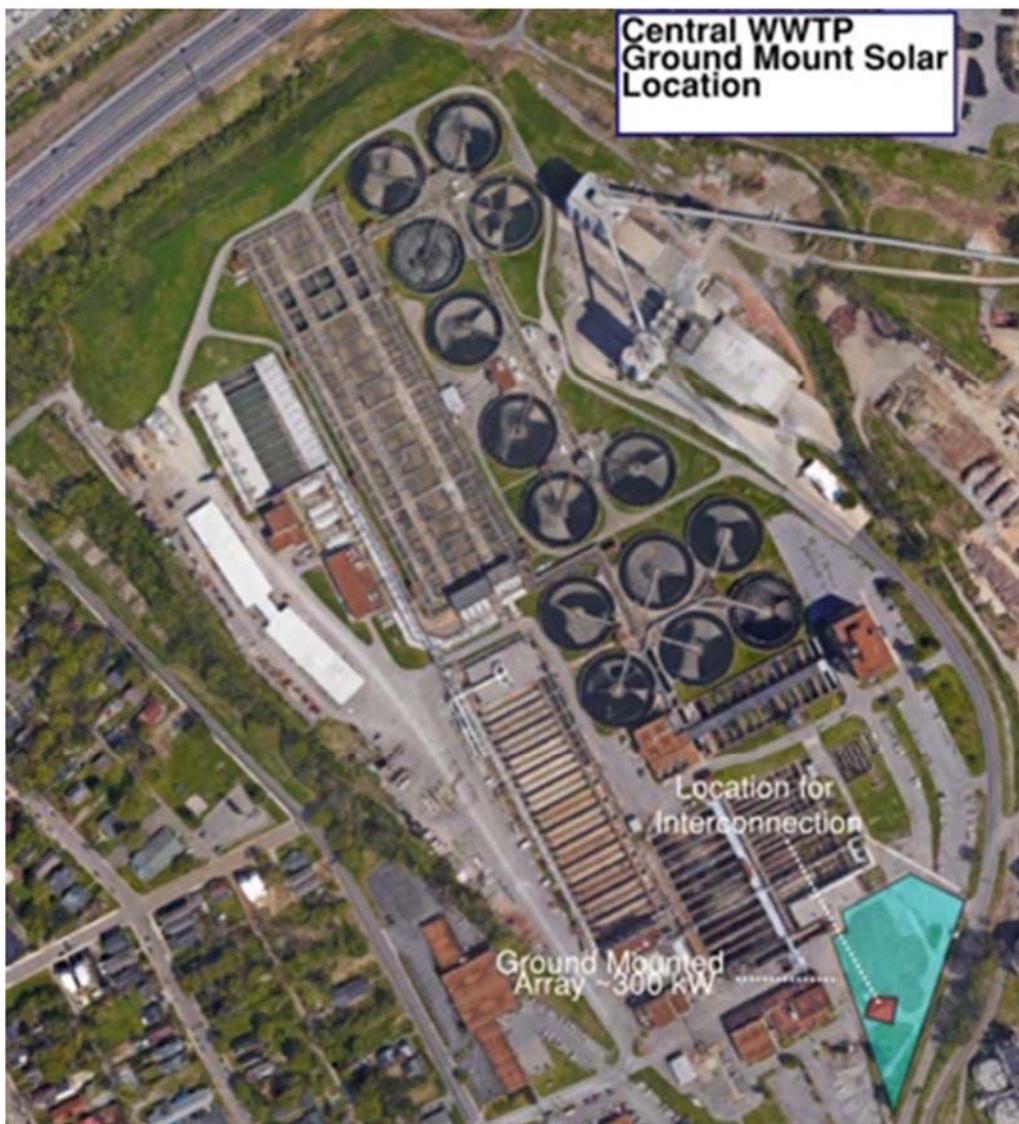
Section 2 – Solar Services Agreement

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: _____

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	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
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
talia.lomaxodneal@nashville.gov	Viewed: 1/11/2021 1:04:22 PM
Director of Finance	Signed: 1/11/2021 1:05:00 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Accepted: 1/11/2021 1:04:22 PM
ID: 0d1ba4d8-c391-4fc4-b448-480b81b993ac

Tara Ladd	Sent: 1/11/2021 1:05:03 PM
tara.ladd@nashville.gov	Viewed: 1/11/2021 1:06:15 PM
Assistant Metropolitan Attorney	Signed: 1/11/2021 1:06:40 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Accepted: 1/11/2021 1:06:15 PM
ID: 5b5e217e-a11a-4314-8167-f5a9d9227f5d

Procurement Resource Group	Sent: 1/11/2021 1:06:44 PM
prg@nashville.gov	
Metropolitan Government of Nashville and Davidson County	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Tara Ladd tara.ladd@nashville.gov Security Level: Email, Account Authentication (None) 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		

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 exempted 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 asures, 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.

19. **PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. **ACCESS LIMITS** Your use of the Site is at all times governed by our website Terms of Service. DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. **FEEDBACK** By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. **GENERAL** Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default 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.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification © DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .

Contract Abstract

Contract Information

Contract & Solicitation Title: Solar Energy Management System for Metro Water Services MLL

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: Jerval 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
<u>Lightwave Solar INC</u>	<input checked="" type="checkbox"/>	<input type="text"/>	<u>\$0.07</u>	<u>Awarded</u>
<u>Ameresco</u>	<input type="checkbox"/>	<input type="text"/>	<u>\$1.00</u>	<u>Evaluated but not selected</u>
<u>Entegry</u>	<input type="checkbox"/>	<input type="text"/>	<u>\$0.05</u>	<u>Evaluated but not selected</u>

Contract Abstract

Inman	<input type="checkbox"/>	<input type="checkbox"/>	\$75.00	Evaluated but not selected
Silicon Ranch	<input type="checkbox"/>	<input type="checkbox"/>	\$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 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.

7.9. 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]

{N0387749.1}

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 [Signature]
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle D. Hernandez Lane [Signature]
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto TE St
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Lightwave solar, LLC
Company Name

Chris Koczaja
Signature of Company's Contracting Officer

Chris Koczaja
Officer's Name

CEO
Officer's Title

EXHIBIT A
to Goods and Services Agreement

This **SOLAR SERVICES AGREEMENT** (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Service Provider below (the “**Effective Date**”).

“Site Host”:		“Service Provider”:	
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 <input checked="" type="checkbox"/> owns <input type="checkbox"/> 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 KoczajaPrinted Name: Chris KoczajaTitle: CEODate: 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, .

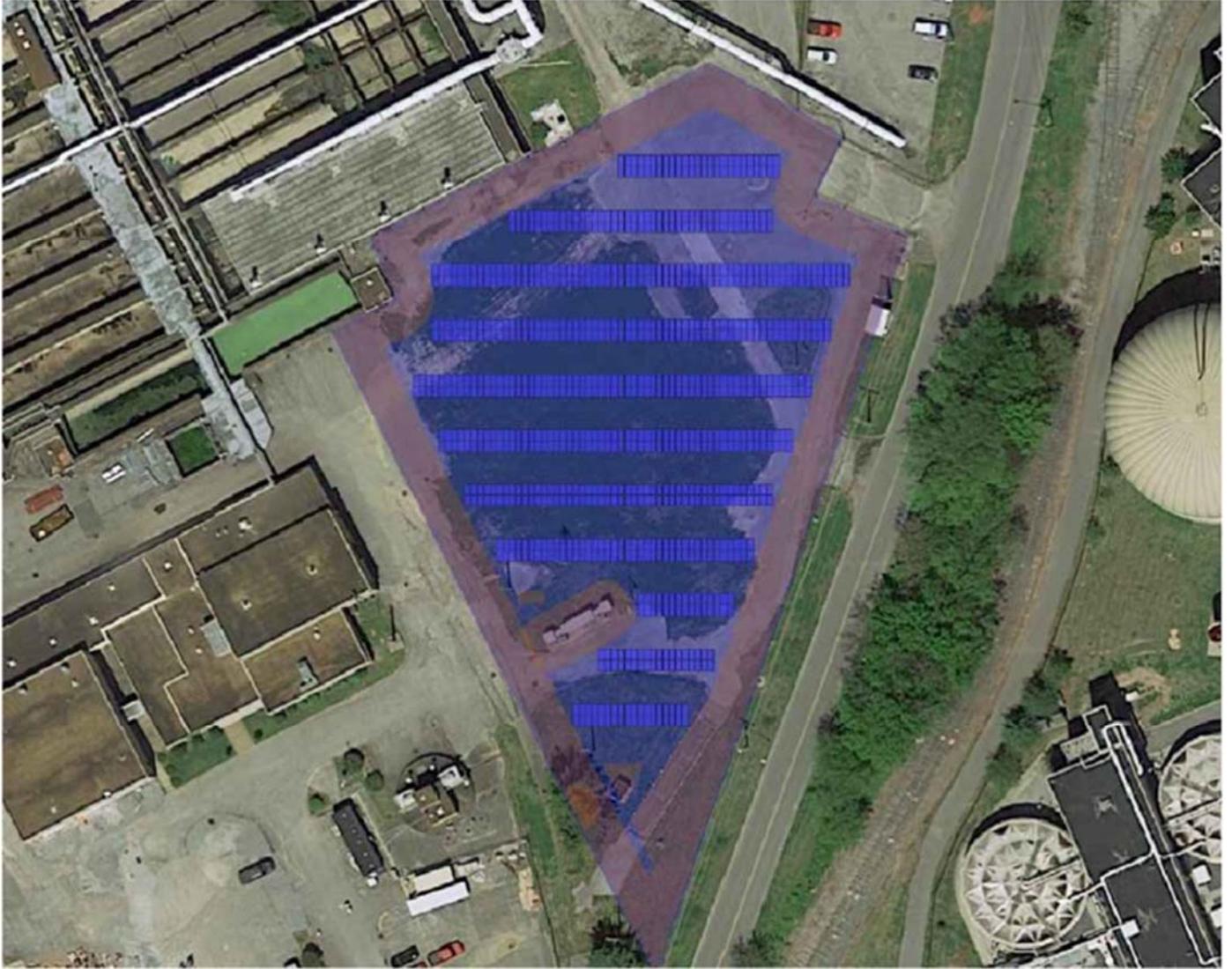
Contract Years	\$/month
1-30	\$31,090.99

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:**

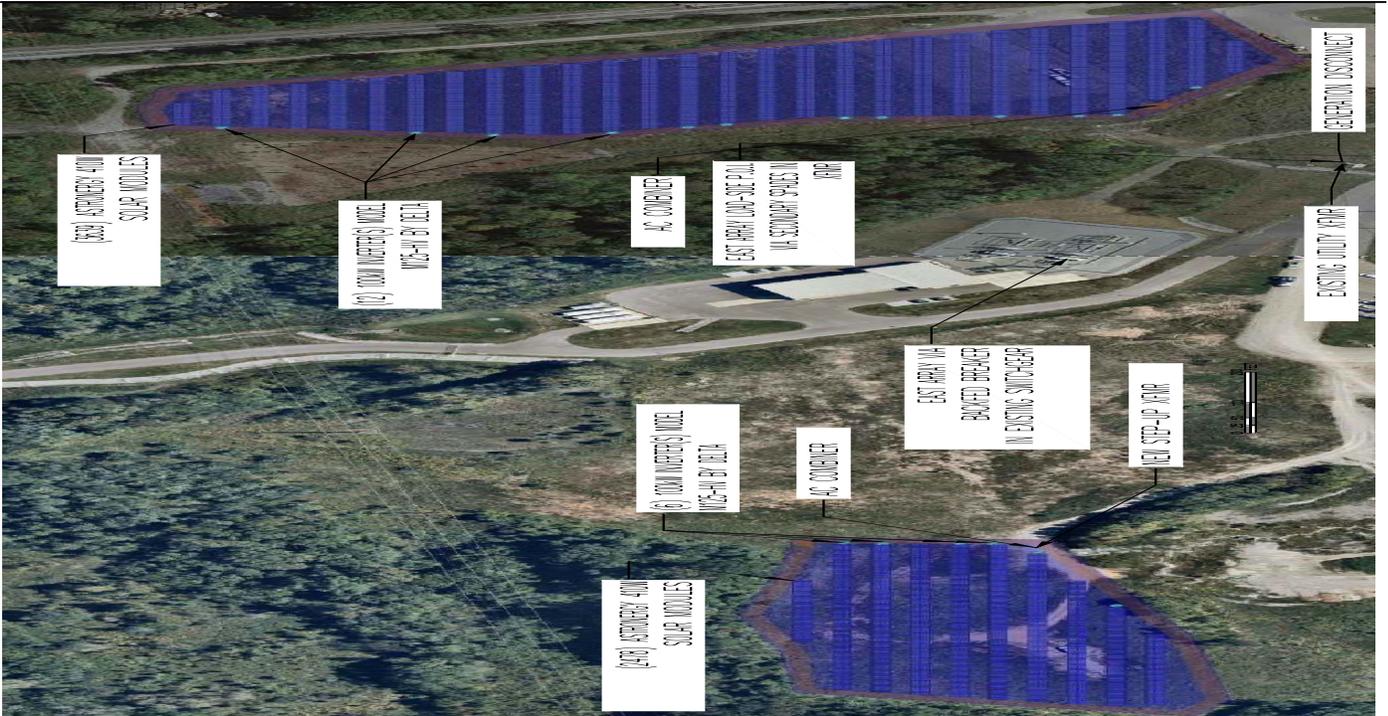
Includes:	<ul style="list-style-type: none"> • Complete design, engineering, permitting, procurement, installation, construction, and commissioning of the System; • Complete operation and maintenance of the System during the Term, including repair and administration of manufacturer’s warranties; • Performance 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



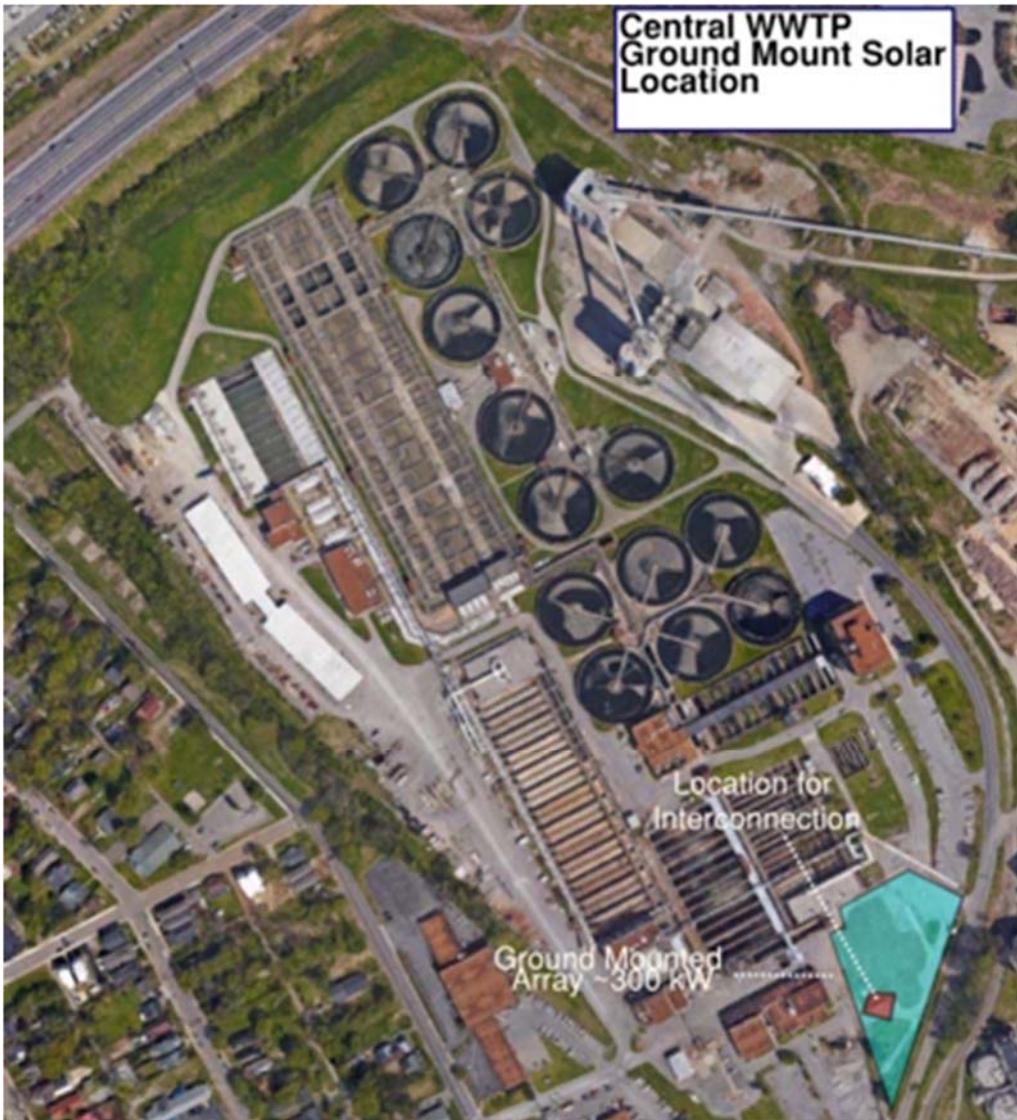
Section 2 – Solar Services Agreement

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: _____

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 1/11/2021 9:43:05 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
--	---	--------------------

Signer Events

Signature	Timestamp
Chris Koczaja ckoczaja@lightwavesolar.com CEO LightWave Solar, LLC Security Level: Email, Account Authentication (None)	Sent: 1/11/2021 10:15:59 AM Resent: 1/11/2021 10:17:36 AM Viewed: 1/11/2021 10:18:05 AM Signed: 1/11/2021 12:17:17 PM
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 talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	Kevin Crumbo/tlo Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/11/2021 12:17:19 PM Viewed: 1/11/2021 1:04:22 PM Signed: 1/11/2021 1:05:00 PM
--	---	---

Electronic Record and Signature Disclosure:
Accepted: 1/11/2021 1:04:22 PM
ID: 0d1ba4d8-c391-4fc4-b448-480b81b993ac

Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	Tara Ladd Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/11/2021 1:05:03 PM Viewed: 1/11/2021 1:06:15 PM Signed: 1/11/2021 1:06:40 PM
---	--	--

Electronic Record and Signature Disclosure:
Accepted: 1/11/2021 1:06:15 PM
ID: 5b5e217e-a11a-4314-8167-f5a9d9227f5d

Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	Sent: 1/11/2021 1:06:44 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
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		

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 exempted 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 asures, 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.

19. **PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. **ACCESS LIMITS** Your use of the Site is at all times governed by our website Terms of Service. DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. **FEEDBACK** By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

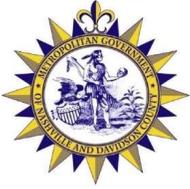
23. **GENERAL** Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default 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.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification © DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .



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.

Analysis

This ordinance waives permit fees for the repair or rebuilding of property damaged as a result of the December 25, 2020, bombing on Second Avenue. This ordinance is similar to Ordinance No. BL2020-234, as amended, which waived building permit fees the repair or rebuilding of property damaged as a result of the March 3, 2020 tornado.

Under this ordinance, building permit fees, as well as water, sewer, and stormwater permit fees, would be waived if the following conditions are satisfied:

- The permits are obtained to repair damage to the owner's property caused by the December 25, 2020, blast.
- The permits are obtained within one year from the effective date of this ordinance.
- The owner must provide evidence that the work is being performed as a result of damage from the bombing.
- Property owners who paid building permit fees for December 25, 2020, blast-related damage prior to the effective date of this ordinance will be entitled to a refund.
- 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).

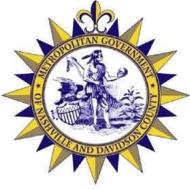
Property owners or their agents must sign an affidavit that the permit fees will not be reimbursed by insurance or other funding sources in order to receive the fee waiver.

The ordinance also provides for an exemption from the requirements for new sidewalks and street trees that

would otherwise be required.

This ordinance will sunset after one year, but may be extended by resolution.

Fiscal Note: The total amount of fees to be waived is estimated at \$108,533.66 according to the Department of Codes and Building Safety.



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.

Analysis

This ordinance renames Carney Street from 4th Avenue South to Ensley Boulevard as “Bianca Paige Way.” Bianca Paige was a longtime local favorite on the drag circuit, and a fixture among Nashville’s LGBTQ+ community. In addition to her entertaining performances, Bianca Paige was a strong advocate for HIV/AIDS related causes, raising more than \$1 million for AIDS related charities. Bianca Paige also volunteered with 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.

This ordinance has been referred to the ECD Board, the Historical Commission staff, and the Planning Commission. The required report from the Historical Commission will be forthcoming.

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

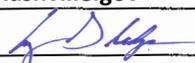
Phone: 615-862-6780

business home business mobile

Fax: _____

business home business mobile

E-mail: colby.sledge@nashville.gov

Applicant's Signature: 

Filing Fee (All application fees are non-refundable)

Street / Alley Renaming \$200.00

Amount paid: \$ N/A

Accepted by: B C

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)

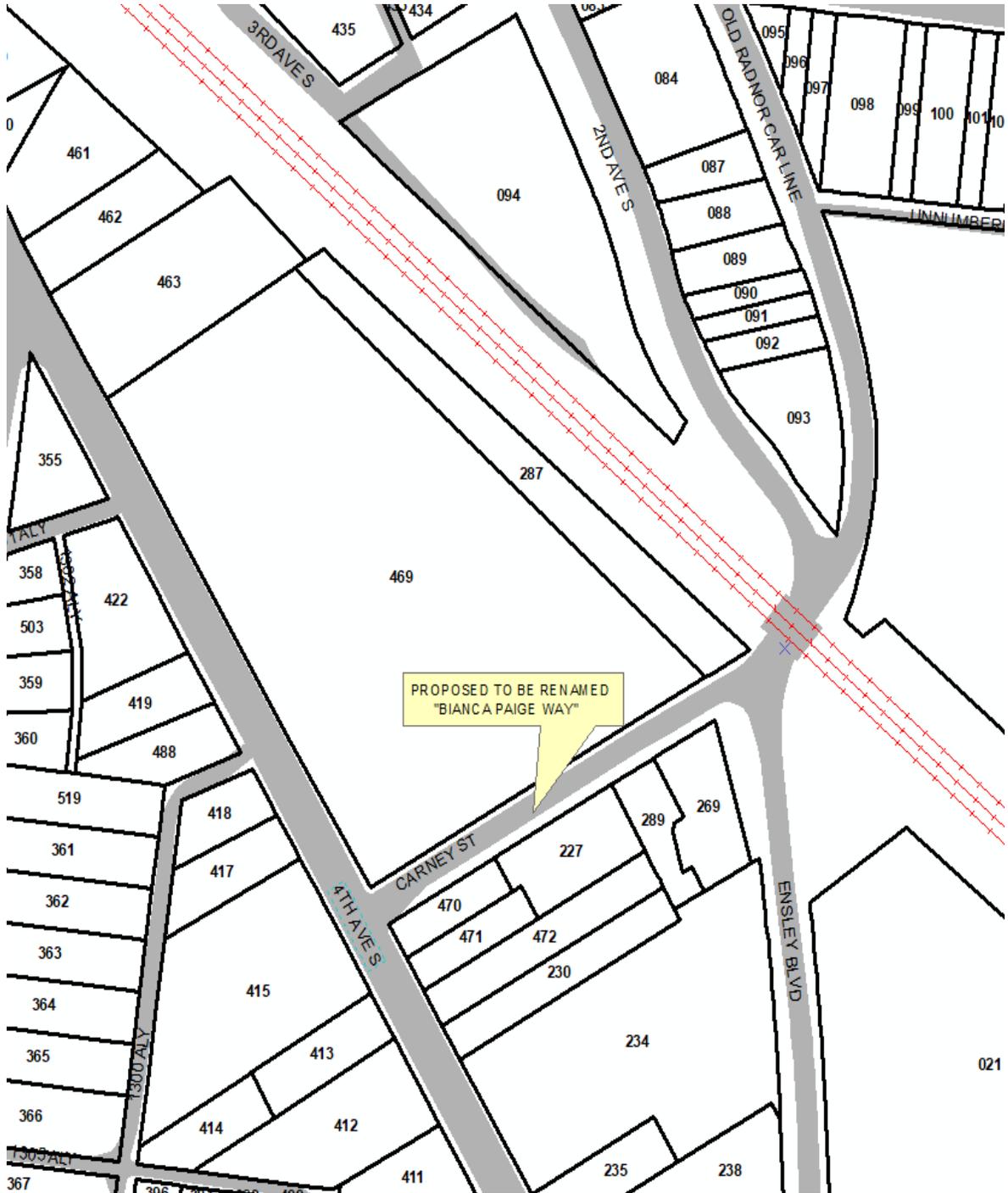
As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Planning Commission to rename our street. We live adjacent to this street and consider ourselves an affected property owner.

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:

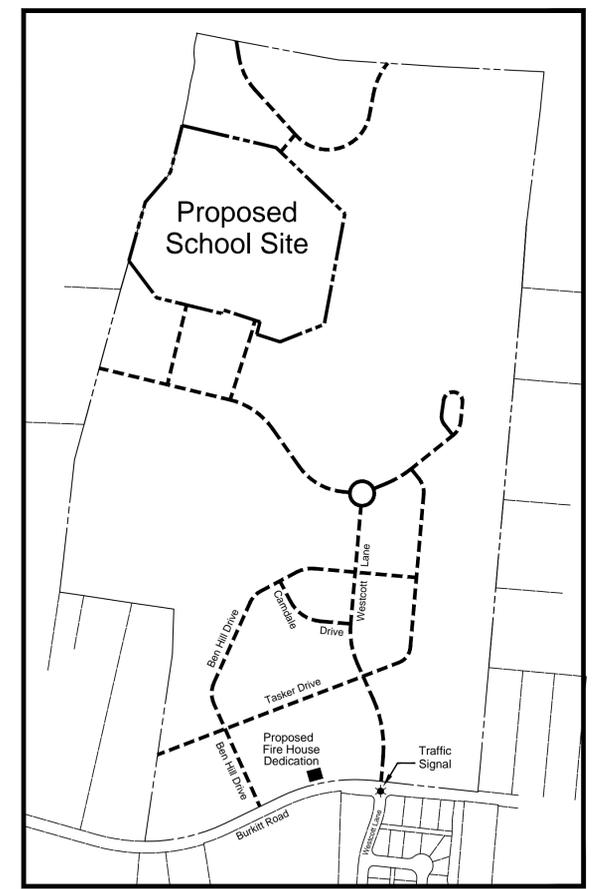
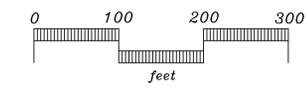
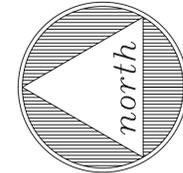
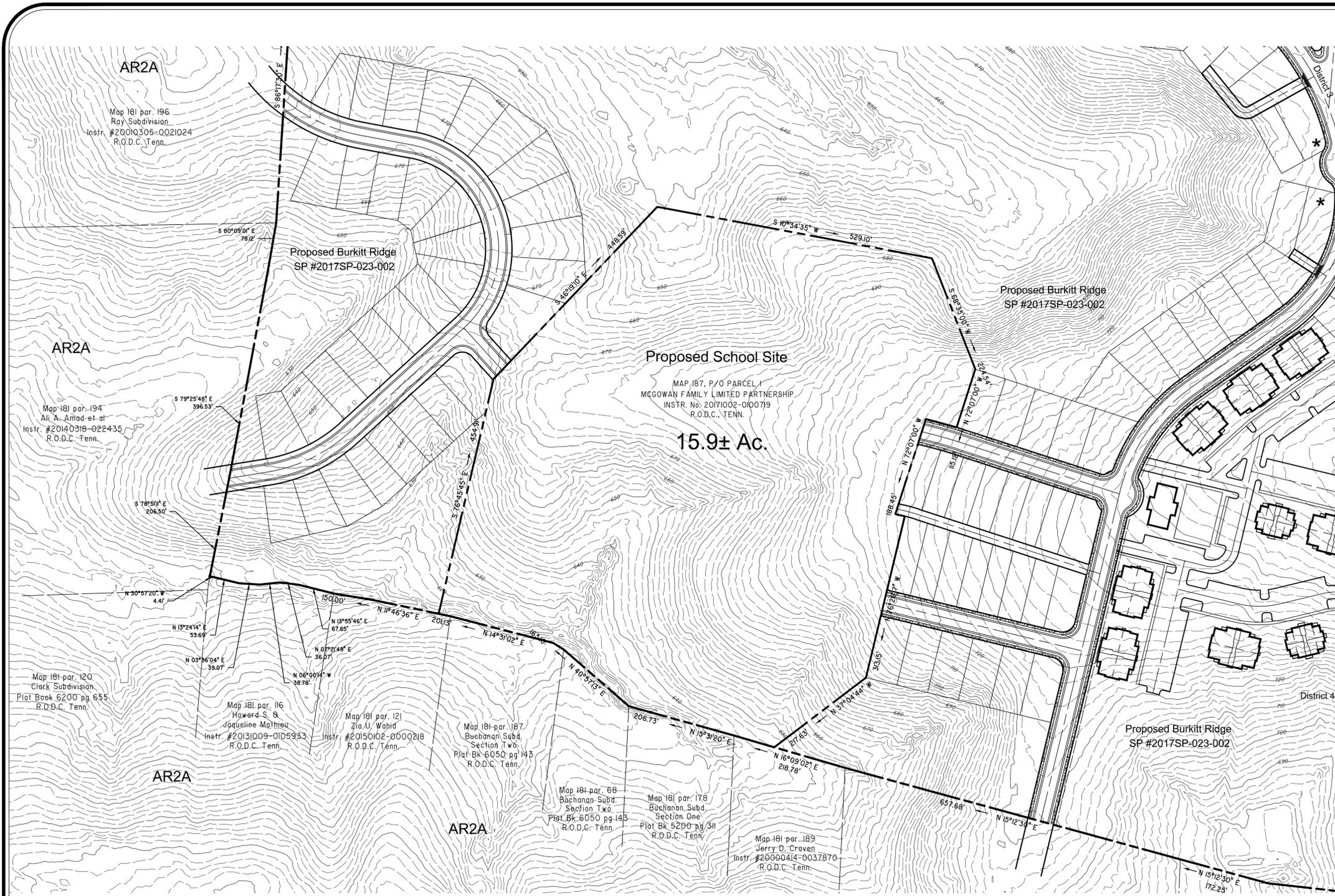
Section 1. The Director of Public Property Administration, or his designee, is hereby authorized to execute such documents as may be necessary to effectuate the donation of the Property described on the Exhibit Plat, attached hereto, from Regent Homes, LLC to the Metropolitan Government for use as part 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.

Analysis

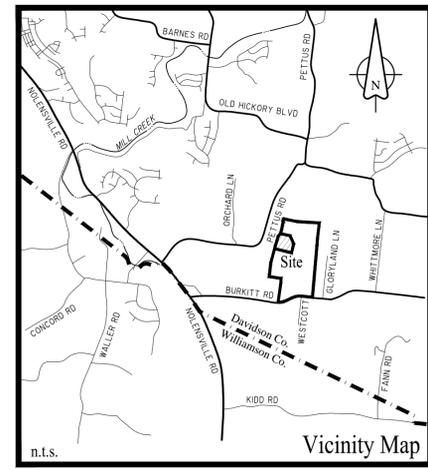
This ordinance accepts a donation of property located on Burkitt Road in Antioch from Regent Homes, LLC to Metro Nashville Public Schools. Regent Homes owns 112.92 acres in this area, which is identified on the sketch attached to the ordinance as the proposed Burkitt Ridge subdivision. This donation includes 15.91 acres of property located in the center of the development area for a proposed school site. The Board of Education has approved this donation.

Fiscal Note: The estimated value of the 15.91 acres of donated property has not yet been determined. The total appraised value for the 112.92 acres is \$127,101 according the Assessor of Property's website.



Street Access Exhibit

not to scale



Vicinity Map

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. 20171002-0100719
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 Ashford 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 Ashford 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.

Analysis

This ordinance accepts a greenway conservation easement for property located at Ashford Trace, unnumbered. The easement will be 20 feet wide, resulting in a total easement area of 6,824 square feet. There is no cost to Metro to acquire the easement. Further amendments to this easement agreement may be approved by resolution.

This ordinance has been approved by the planning commission.

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.

Jusand E. Hornan
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) at 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:

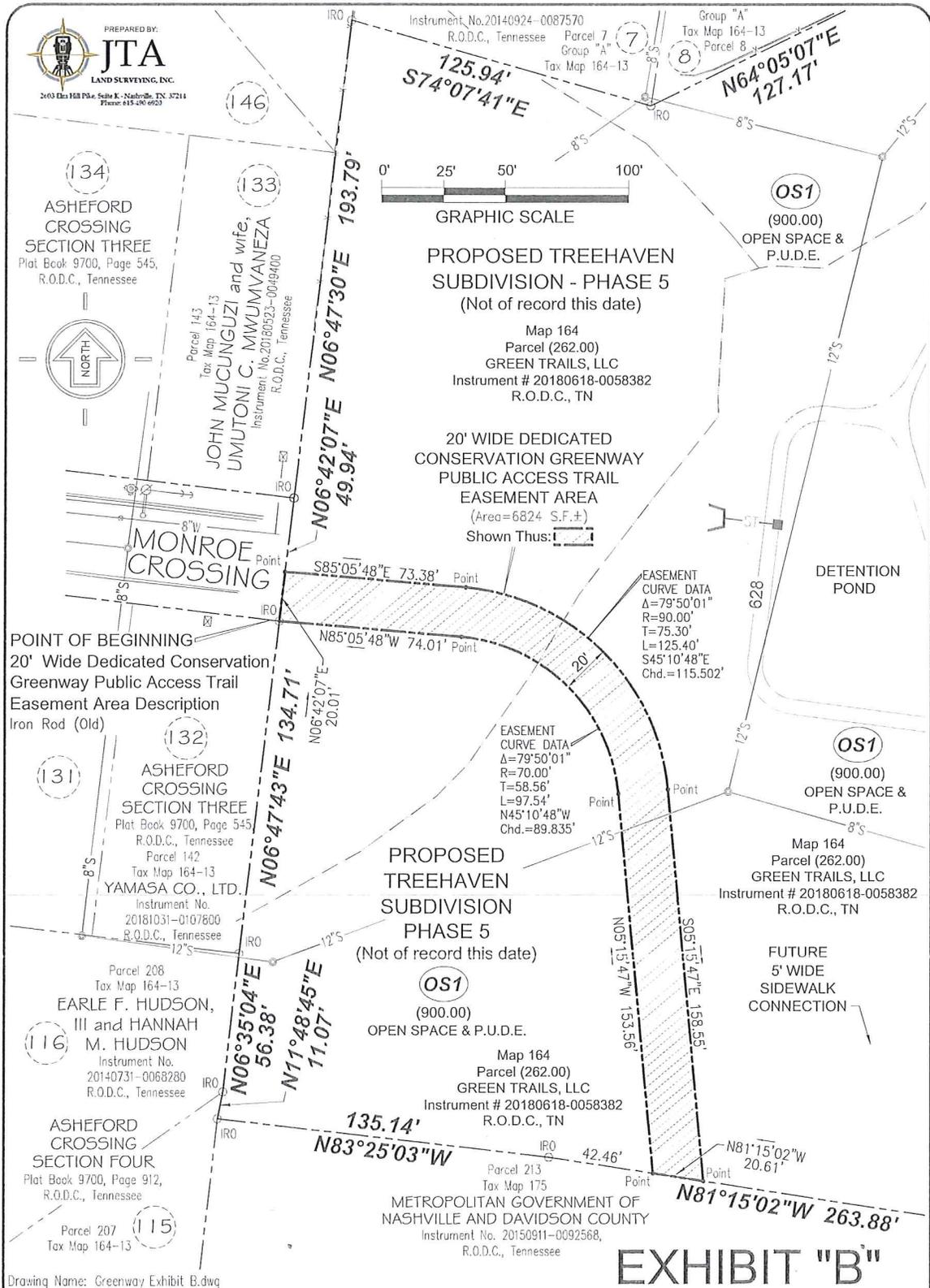
This Easement lies on and across the same property as conveyed to Green Trails, LLC by Special Warranty Deed from REO Funding Solutions IV, LLC as of record in Instrument # 20180618-0058382 Register's Office, Davidson County, Tennessee and later revised by Scrivener's Affidavit as of record in Instrument # 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



Drawing Name: Greenway Exhibit B.dwg

EXHIBIT "B"



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. 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.

Analysis

This ordinance abandons a portion of Alley #2004 from Baptist World Center Drive northeastward to Alley #2003. The abandonment has been requested by Jenner Design, LLC. Metro Public Works has determined there is no future need for this alley right-of-way for Metro purposes. This ordinance also abandons the utility

easements within the alley.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

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

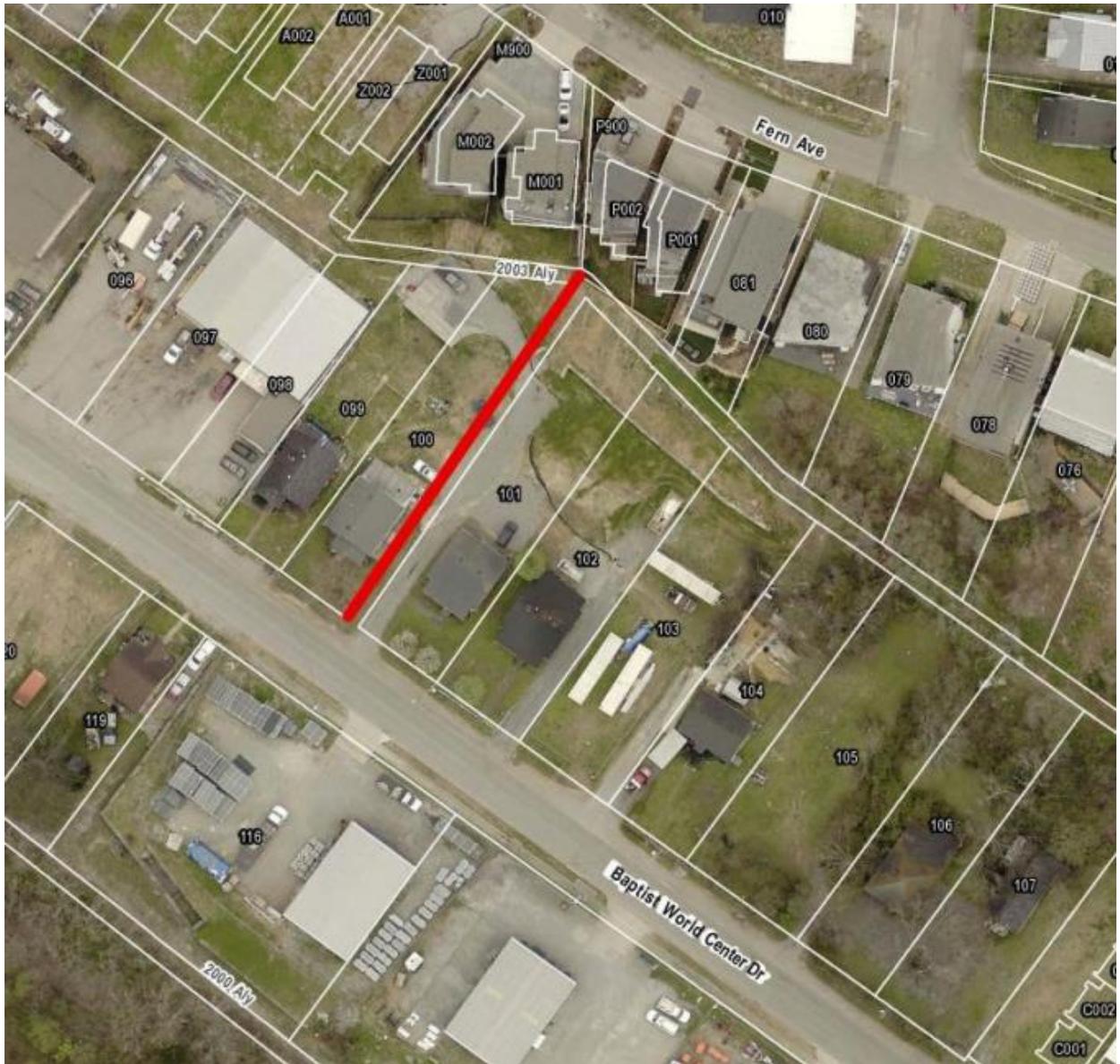
INTRODUCED BY:

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 0711401000 + 0711401010

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 WASHINGTON 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

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
Paul Kimbrough <i>Paul Kimbrough</i>	4117 Teo Garden way Antioch TN 37013	615-924- 6318		07114010000
MAT WHITE <i>Mat White</i> CW BUILDING GROUP	1022A 9th Aves. NASHVILLE, TN 37203	615-330- 1460		07114010100



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.

Analysis

This ordinance abandons three sections of alleys: Alley #434 from Caldwell Avenue southward to Alley #628, Alley #628 from Alley #434 eastward to Alley #42, and Alley #428 northward to Caldwell Avenue. The abandonment has been requested by Dale & Associates. Utility easements within the alley portions will be retained by Metro.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

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

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
Mshaw, 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.

Analysis

This ordinance abandons three portions of alleys located between 4th Avenue North and 5th Avenue North: Alley #177 from Madison Street to Alley #178, a portion of Alley #178 from Alley #177 to Alley #202 and a portion of Alley #202 from Madison Street to Alley #178. The abandonment has been requested by Barge

Cauthen and Associates, Inc. Metro Public Works has determined there is no future need for this alley right-of-way for Metro purposes. This ordinance also abandons the utility easements located within the portion of the alleys to be abandoned.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

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:

INTRODUCED BY:

Shanna Whitelaw, Interim Director
Department of Public Works

APPROVED AS TO FORM AND LEGALITY:

Members of Council

Assistant Metropolitan Attorney

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: 615-358-9911 615-324-4204

Fax: business home business mobile
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

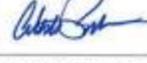
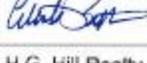
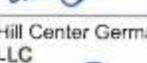
Amount paid: \$ 300⁰⁰

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 ✓



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.

Analysis

This ordinance abandons White Oak Lane from Hillsboro Pike to White Oak Drive. The abandonment has been requested by Lasonti Enterprises, LLC. Metro Public Works has determined there is no future need for this alley right-of-way for Metro purposes. Metro will retain all utility easements located within the portion of the roadway to be abandoned.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

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

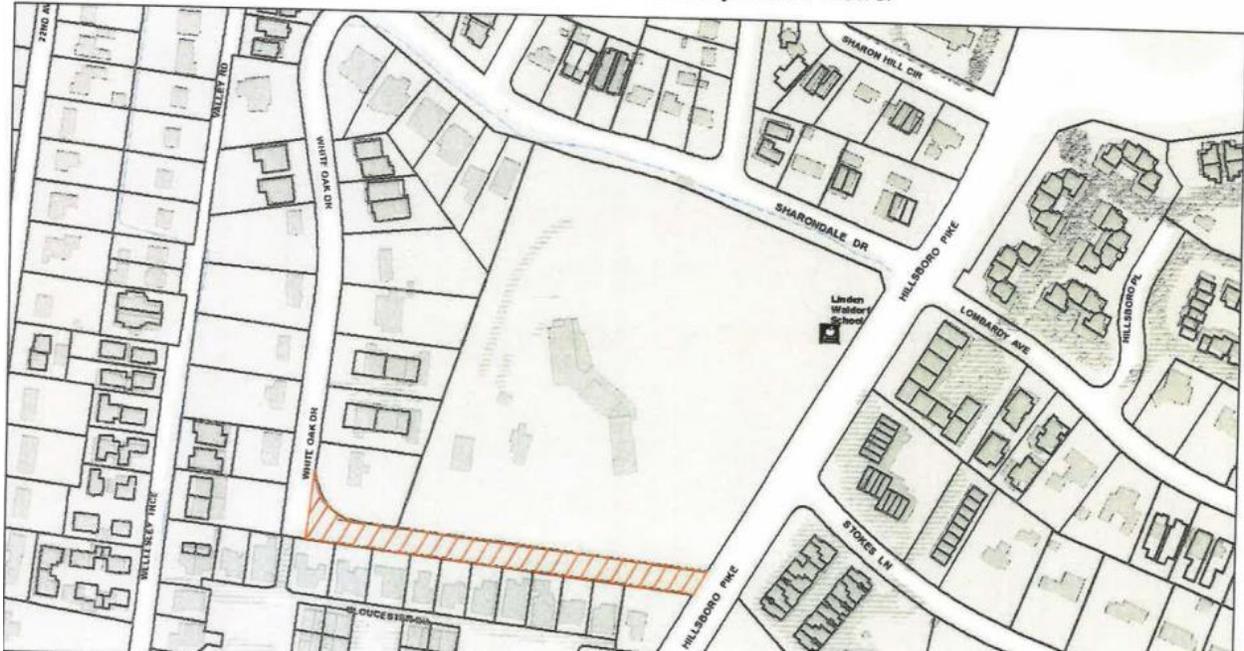
INTRODUCED BY:

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: BeamNashville@gmail.com

Applicant's Signature: LalikaantModi

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
✓ ✓ ✓ <i>(Handwritten signatures)</i>				
✓ Smothers Benton & Anne Kane	2148 Golf Club Ln	615 982 - 5948	117-07-04	1510000
✓ <i>(Handwritten signature)</i>	Smothers			
✓ Denson Raymond & Mary	2154 Golf Club Ln <i>Ray Denson</i> <i>Mary Denson</i>		117-07-06	150000
✓ Gloucester Square Cooperative Corp President: Benton Smothers <i>(Handwritten signature)</i>	0 Golf Club Ln	615 982 5948	117070A	190000C0
✓ Hartz, John S Jr. & Elizabeth Leigh Ivy <i>John Hartz Jr.</i>	2142 Golf Club Ln <i>Elizabeth Leigh Ivy</i>		117070A	15400C0
✓ Juarez, Paul & Patricia <i>(Handwritten signature)</i>	2136 Golf Club Ln		117070A	15500C0
✓ Fisher, Julie <i>(Handwritten signature)</i>	2134 Golf Club Ln		117070A	15600C0
✓ Cook, Elaine <i>(Handwritten signature)</i>	2132 Golf Club Ln		117070A	15700C0

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
✓ Wayman, Kimberly Holiday Trust <i>Kimberly Wayman</i>	2130 Golf Club Ln	808.640. 6067	117070A15800C0	
✓ Downey, William Dana <i>Dana Downey</i>	2128 Golf Club Ln		117070A15900C0	
✓ Stolan, James Edward Ruth Enfield <i>James Stolan</i>	2126 Golf Club Ln		117070A16000C0	
✓ Wright, James A <i>James Wright</i>	2124 Golf Club Ln		117070A16100C0	

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- 788-1594	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 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, L.L.C. 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.

Analysis

This ordinance abandons approximately 580 linear feet of existing eight inch sewer main, three sewer

manholes and associated easements, and accepts 351 linear feet of new 12 inch sanitary sewer main, 32 linear feet of new 12 inch sanitary sewer main, three sanitary sewer manholes, one fire hydrant assembly, and associated easements for eleven properties located on Caldwell Avenue and Bernard Circle, to allow for the construction of Belmont Caldwell Residence Hall. 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. Abandoned and donated easements have no market value according to the Department of Water Services.

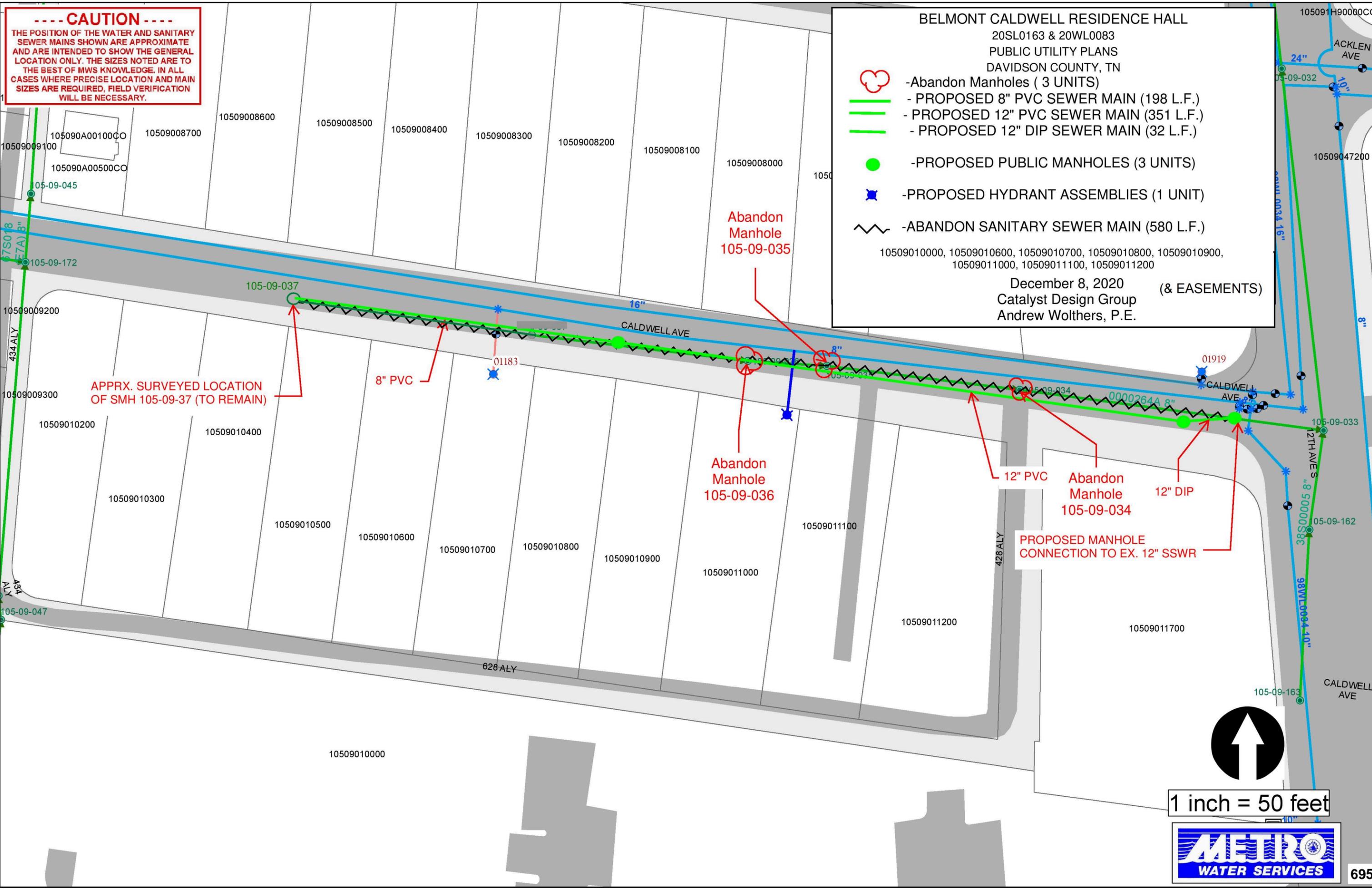
----- CAUTION -----
 THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

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.



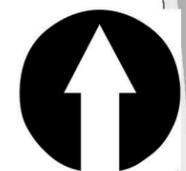
APPRX. SURVEYED LOCATION OF SMH 105-09-37 (TO REMAIN)

Abandon Manhole 105-09-035

Abandon Manhole 105-09-036

Abandon Manhole 105-09-034

PROPOSED MANHOLE CONNECTION TO EX. 12" SSWR



1 inch = 50 feet



**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.

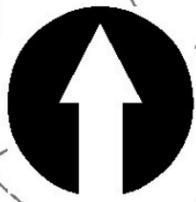
Agenda Analysis

Analysis

This ordinance abandons 183 linear feet of existing two inch sanitary sewer force main and easement, and accepts approximately 828 linear feet of new eight inch water main, 51 linear feet of new four inch water main, approximately 93 linear feet of new two inch sanitary sewer force main, approximately 683 linear feet of new eight inch sanitary sewer main, two fire hydrant assemblies, three sanitary sewer manholes, and associated easements for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development.

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. Abandoned and donated easements have no market value according to the Department of Water Services.

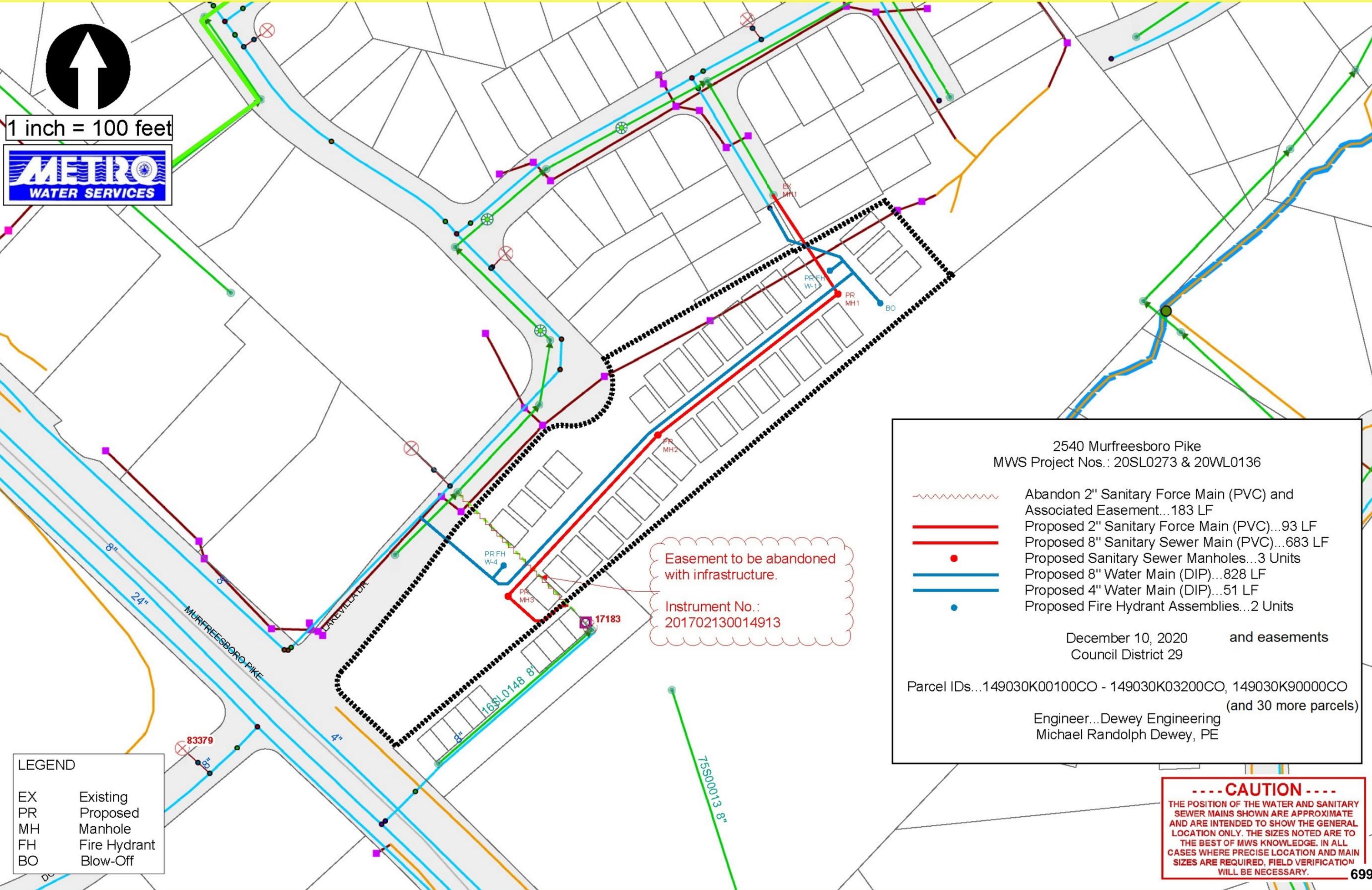


1 inch = 100 feet



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

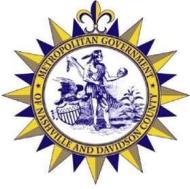
Parcel IDs...149030K00100CO - 149030K03200CO, 149030K90000CO (and 30 more parcels)

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.

Analysis

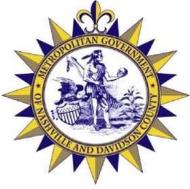
This ordinance abandons two existing fire hydrant assemblies and easements, and accepts approximately 805

linear feet of new eight inch water main, two fire hydrant assemblies, and associated easements for the following four properties located on Murphy Court and Murphy Road:

110 Murphy Court
3421 Murphy Road
100 Murphy Court
Murphy Road (unnumbered)

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. Abandoned and donated easements have no market value according to the Department of Water Services.



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.

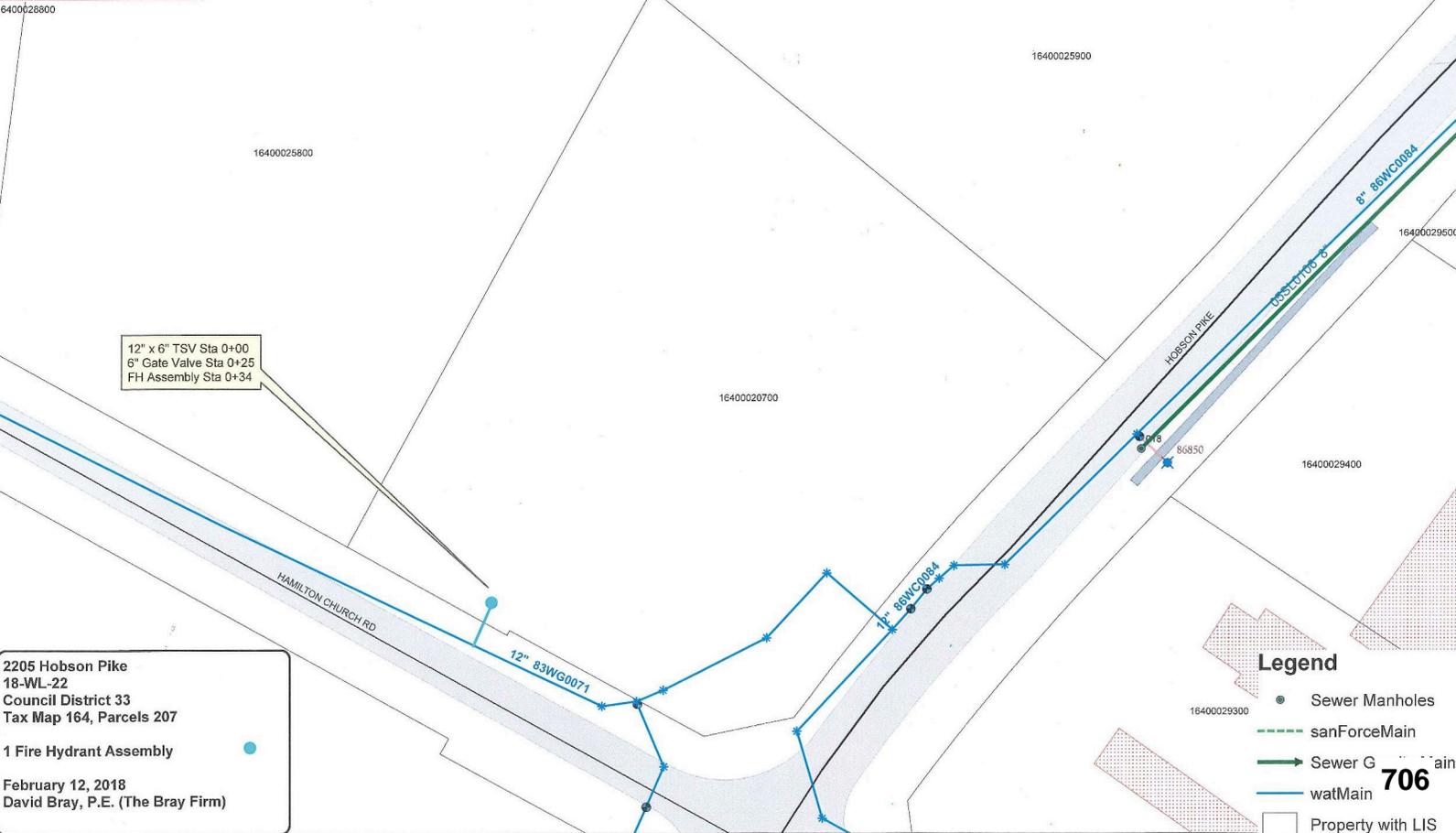
Analysis

This ordinance accepts a new fire hydrant assembly for property located at 2205 Hobson Pike.

This ordinance has been approved by the Planning Commission. Future amendments to this legislation may be approved by resolution.

----- 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 main
-  watMain
-  Property with LIS

706



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.

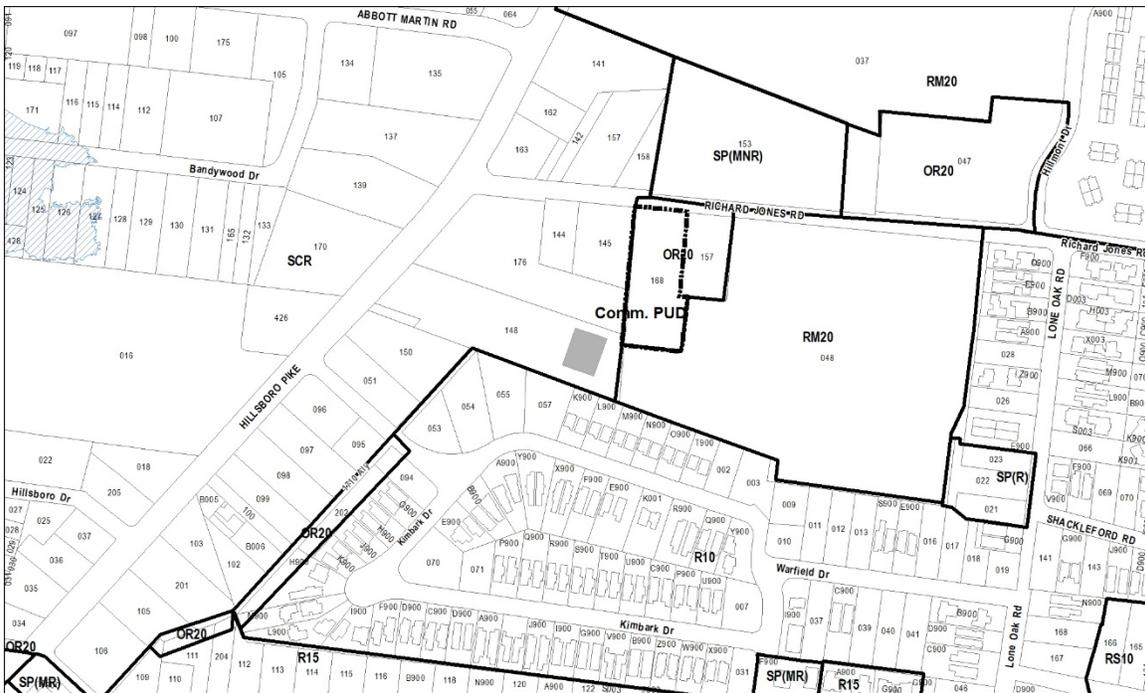
INTRODUCED BY:



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 #: BL2020-534, **Version:** 2

An ordinance to require a debt report from the Director of Finance each time a capital spending plan is filed containing specific information about the impact the capital spending plan will have on the Metropolitan Government's debt levels.

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(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 (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, 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 not unduly burden the taxpayers; and

WHEREAS, the Council desires to be informed of certain financial metrics to ensure transparency regarding the process of evaluating new debt.

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

Section 1. Section 5.04.110 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 time a capital spending plan initial general obligation bond resolution is filed.

Such report shall at a minimum include the following:

1. Total CSP amount
2. Annual debt requirement projections for the CSP
3. Percentage of CSP debt of general government expenditures
4. The percentage of the annual operating budget appropriated for the payment of commercial paper and general obligation bond debt service for the current fiscal year and for each of the prior five fiscal years
5. Total debt compared to assessed value after adoption of the CSP
6. Projected capital spending plan amounts for each of the next five years if known

Section 2. 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:

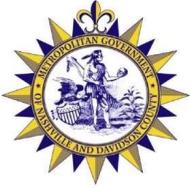
- The appropriate amount of debt (by category) that should be approved in a capital spending plan;
- Multiple metrics for monitoring and evaluating Metro's financial condition, including the amount of debt and debt service;
- A discussion of available metrics for measuring the amount of debt and debt 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, as substituted, 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 time a capital spending plan is filed containing certain metrics regarding the impact the capital spending plan (CSP) will have on Metro's overall debt and operating budget. The report would include the following information:

1. Total CSP amount
2. Annual debt requirement projections for the CSP
3. Percentage of CSP debt of general government expenditures
4. The percentage of the annual operating budget appropriated for the payment of commercial paper and general obligation bond debt service for the current fiscal year and for each of the prior five fiscal years
5. Total debt compared to assessed value after adoption of the CSP
6. Projected capital spending plan amounts for each of the next five years, if known



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

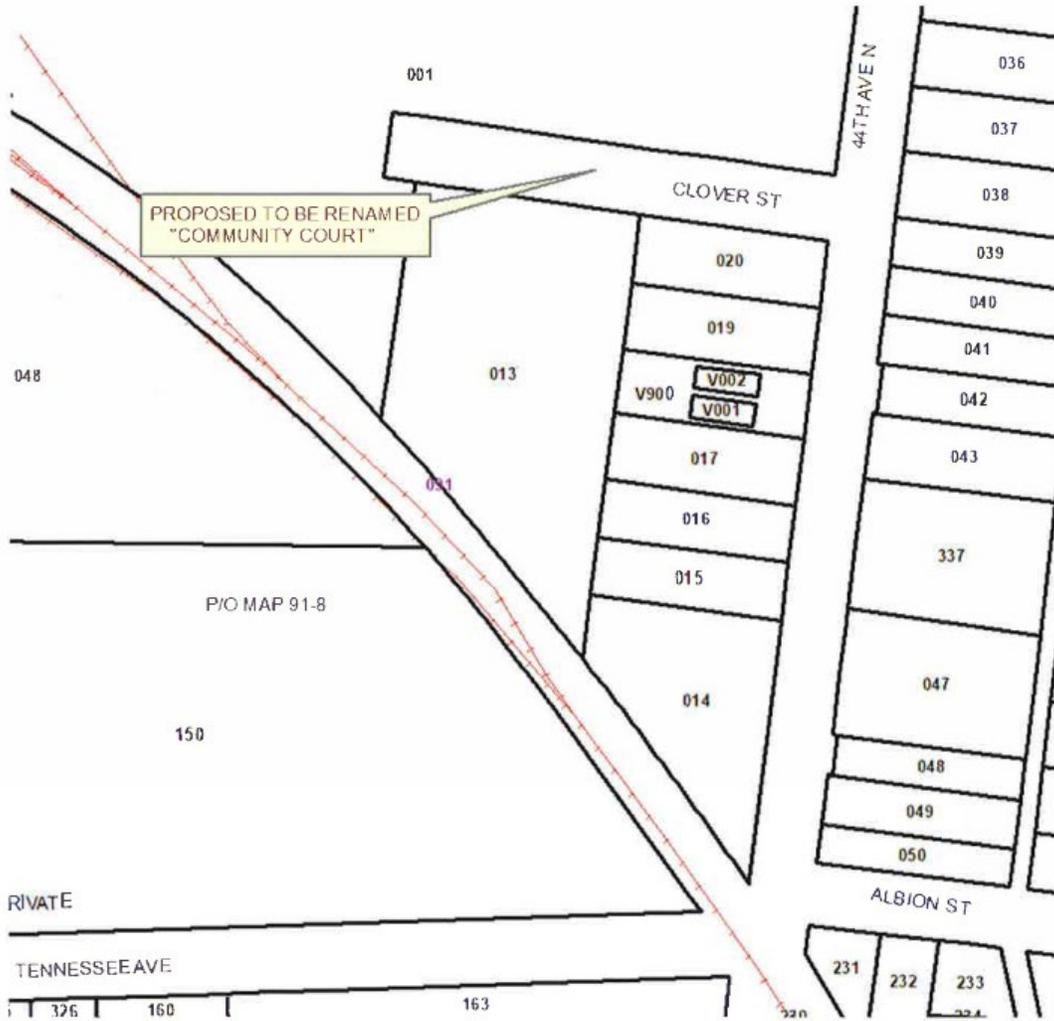
Metropolitan Government of Nashville and Davidson County, by renaming a section of Clover Street extending from 44th Ave N to a dead end, between Centennial Blvd / Dr Walter S Davis Blvd and Tennessee Ave, as "Community Court". There are currently there are three disconnected sections of roadway named 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 #: BL2020-569, **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.

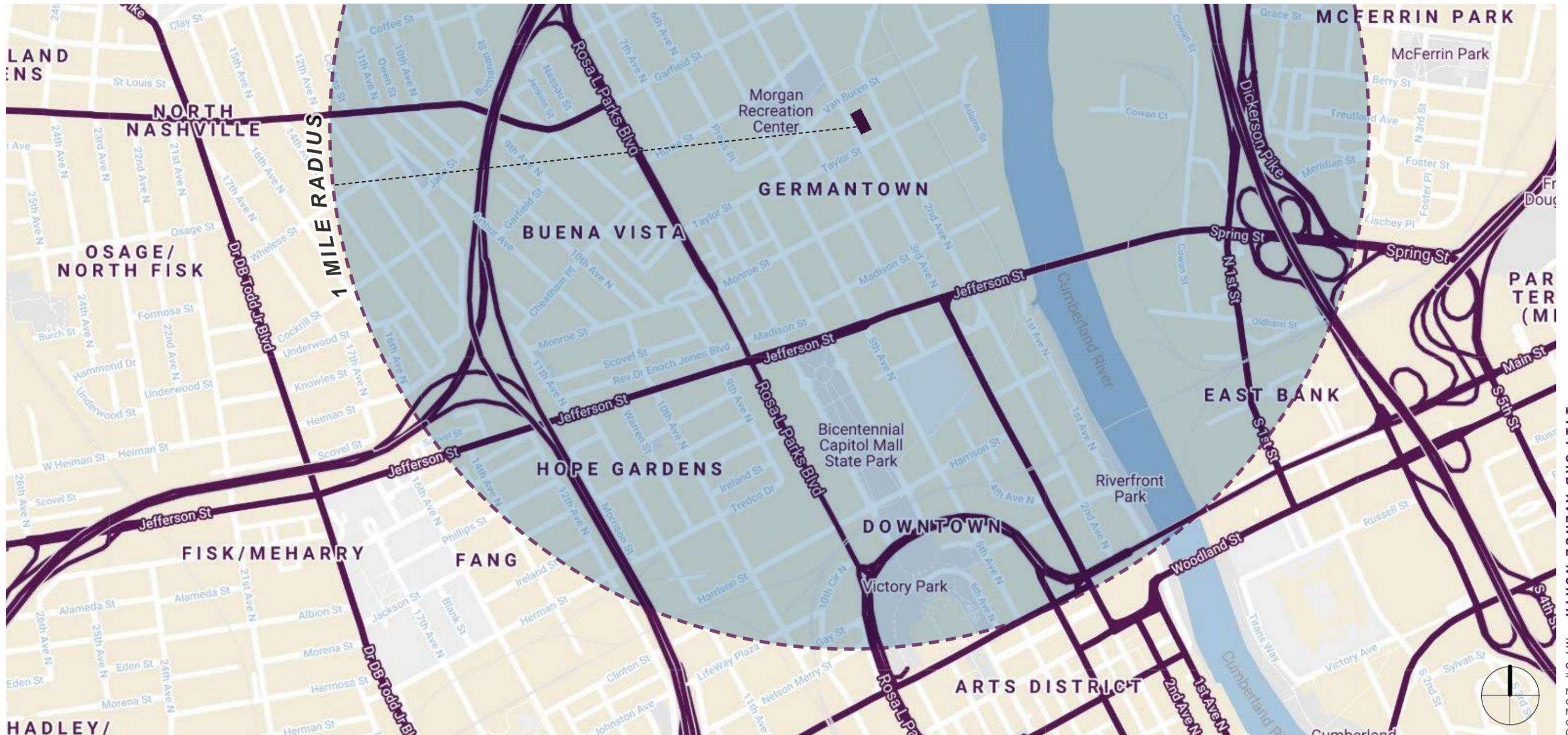
Map & Parcel no. /Owner: Map 082-09, Parcel(s) 125/FFN1414 LLC
Requested by: Smith Gee Studio LLC

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

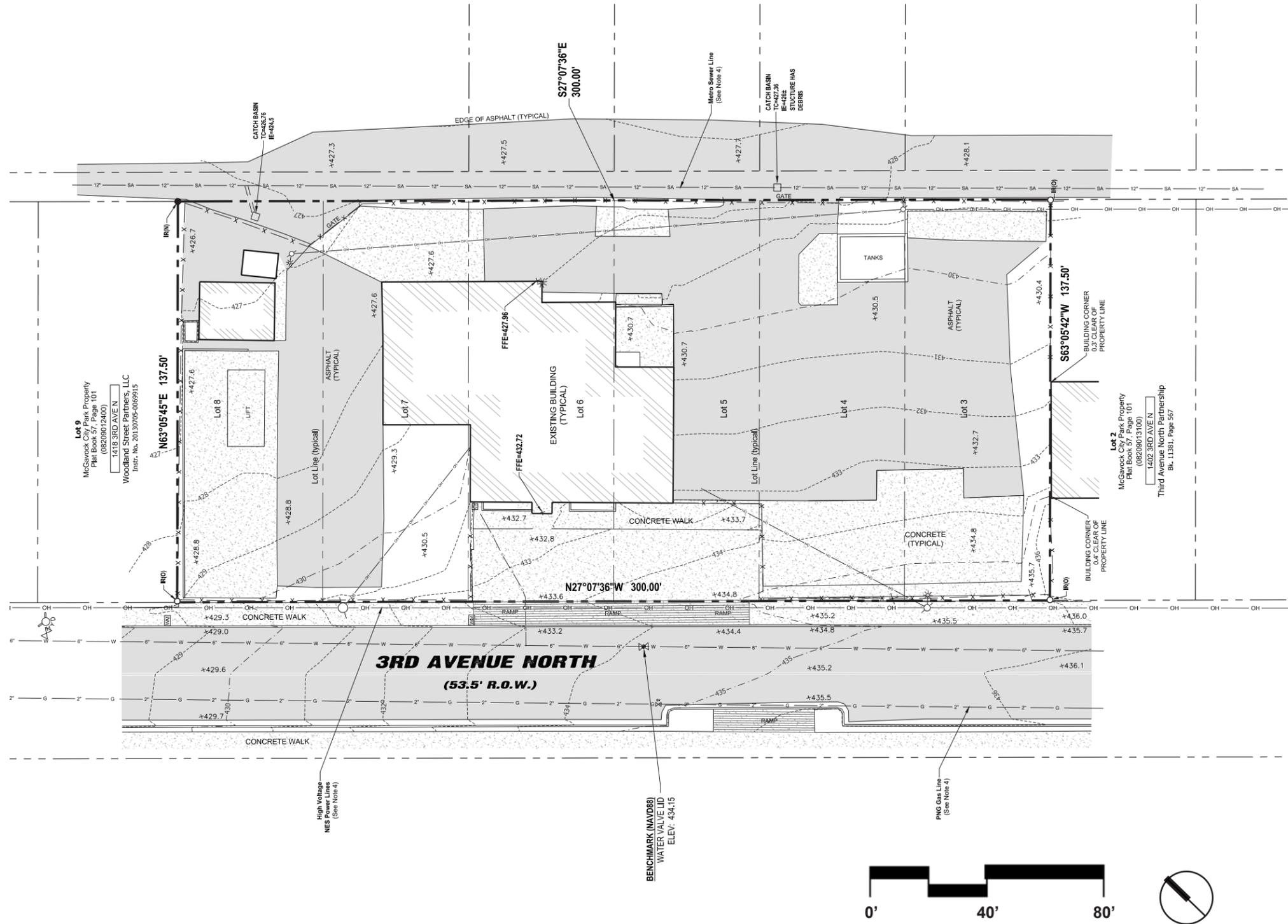
Developer:
 FFN1414 LLC
 PO Box 150204
 Nashville, TN 37215
 ATTN: Derek Lisle
 dlisle@cottcap.com
 ATTN: Matt Laitinen
 mlaitinen@cottcap.com

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

03

PROPERTY SURVEY



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

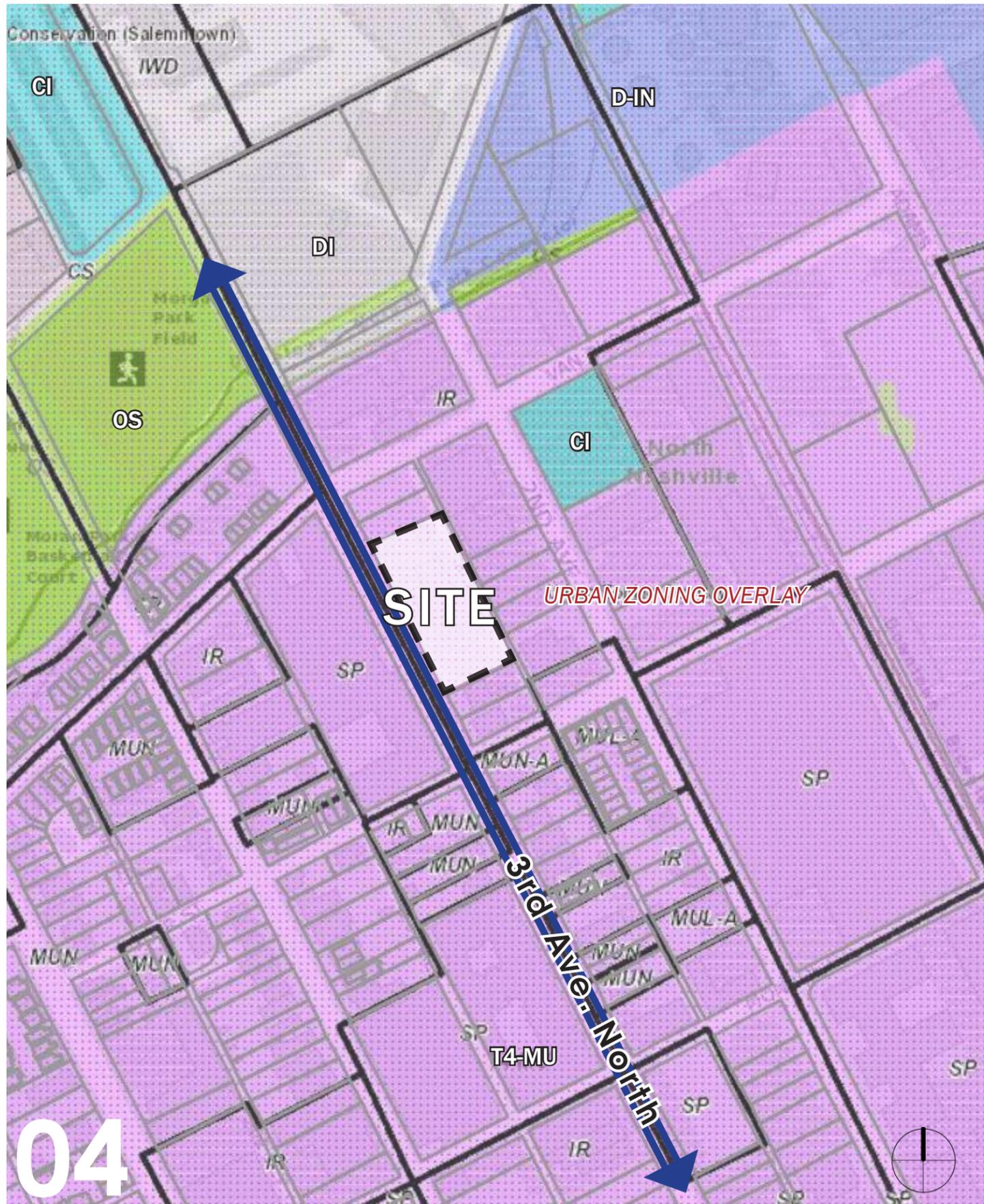
1. This Property is located in the 19th Council District of Davidson County Tennessee.
2. Bearings, Elevations and Coordinates shown are based on Tennessee State Plane NAD83. (NAVD88)
3. The property is located in areas designated as "Zone X" (areas determined to be outside the 0.2 % annual chance floodplain) as noted on the current FEMA Firm Community Panel. MAP NUMBER 47037C0241H MAP REVISED: APRIL 5, 2017
4. 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.
5. 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.
6. 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.
7. 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.
8. Property is currently Zoned "IR" with and Urban Zoning Overlay. Setbacks to be determined by Metro Codes Administration.
9. 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:
- 1) The (TDOT) Tennessee Geodetic Reference Network was used for this survey
 - 2) GPS locations used for this survey were established using a VRS network consisting of multiple reference stations
 - 3) GPS data was collected with a Spectra Precision 80 receiver.
 - 4) The combined scale factor for this survey is 1.000006 computed at TDOT control point 0.0.
 - 5) 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
WM	WATER METER
●	IRON ROD (NEW)
○	UTILITY POLE
⊕	LIGHT POLE
⊕	UTILITY POLE with LIGHT



1414 3RD AVENUE NORTH MPC# 2020SP-037-001 | October 22, 2020 725



04
SITE OVERVIEW

Land Use Policy Map

The purpose of this Specific Plan application is to permit a mixed-use development. The area will be regulated in order to best respond to the intensity planned for on 3rd Avenue North while respecting the context adjacent to the property.

The property lies within the North Nashville community plan. The regulations will remain consistent with the T4 Urban Mixed Use (T4-MU) policy on the property as described in the Nashville Next Community Character Manual.

Current Zoning: Industrial Restrictive (IR)

Current Land Use Policy: The property is located within the North Nashville Community Plan and is within the Urban Zoning Overlay. The current land use policy for the property is T4MU (Urban Mixed Use).

T4 Urban Mixed Use: is applicable to areas that are envisioned to become primarily mixed use with residential and ancillary commercial and light industrial. The building form is generally in character with the existing development pattern of the urban neighborhood in terms of its mass, orientation, and placement. The scale and massing of industrial buildings is designed through a site-specific plan, which establishes a well-defined transition into surrounding non-industrial uses. The buildings, including the main pedestrian entrances, are oriented to the street. Setbacks are shallow and regular, providing some distinction between the public realm of the sidewalk and the private realm of the residence and spacing between buildings is generally minimal, except for where the industrial land use requires additional separation from adjacent building types and land uses. Density and intensity are secondary to the form of development; however, T4-MU areas are intended to be high density/intensity. Mixed use, non-residential, and multifamily buildings are generally up to five stories in height but may be taller in limited instances. The appropriate height is based on the building type, surrounding context, architectural elements, and location within the neighborhood. Landscaping is formal and street trees and/or planting strips are appropriate. Less extensive new developments provide smaller open spaces that may serve multiple purposes, such as rain gardens that serve as stormwater management devices as well as site amenities. Parking for non-residential and multifamily buildings is provided on-street or on-site, preferably in structured parking located behind, beside, or beneath the primary building, which utilizes a liner so parking structures are not located on the public street. Access to residential, commercial, office, mixed use, and light industrial buildings is provided from alleys and side streets.



Site Photo

05

CONTEXT PLAN

EAST GERMANTOWN

To
MetroCenter

PLANNED
(SP/5 stories)

MODERA
GERMANTOWN
(SP/6 stories
within 85')

River North
(T5MU/MUI-A
15 Stories
within 150')

HAMMERHILL
(SP/7 stories)

T4 MU

GREENWAY

GREENWAY

PEDESTRIAN CONNECTION
TO RIVER NORTH

CUMBERLAND RIVER

Peyton
Stakes
5 stories
in 75 feet

SITE

3rd Ave. North

Neuhoff
(SP/15 stories
within 230')
6 stories
within 85 ft.

2nd Ave. SP
6 stories
within 85 ft.

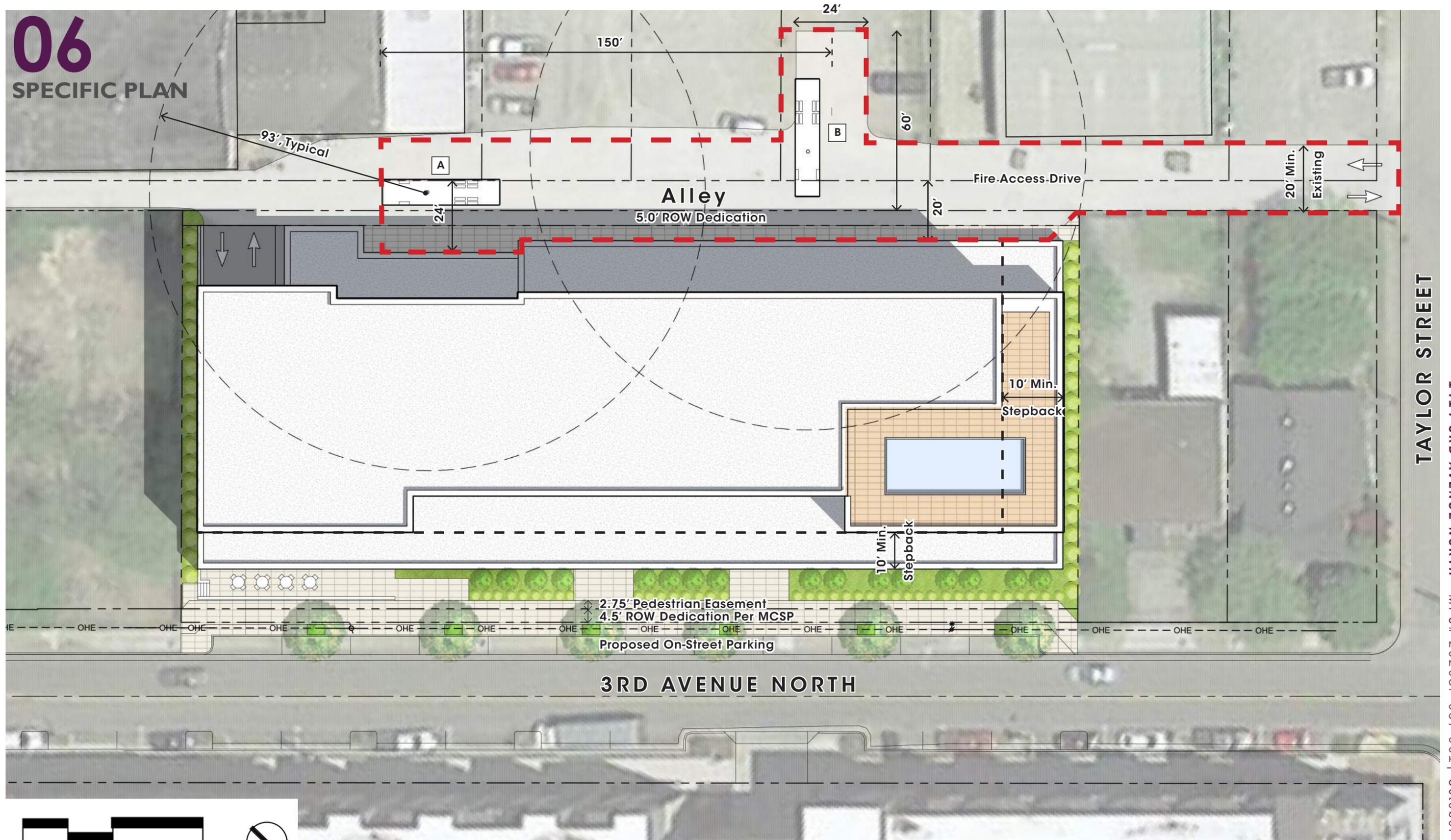
GERMANTOWN
NATIONAL REGISTER
DISTRICT

Monroe LC
7 stories 5 stories

To
Downtown

T5 MU

06 SPECIFIC PLAN



TAYLOR STREET

1414 3RD AVENUE NORTH MPC# 2020SP-037-001 | October 22, 2020

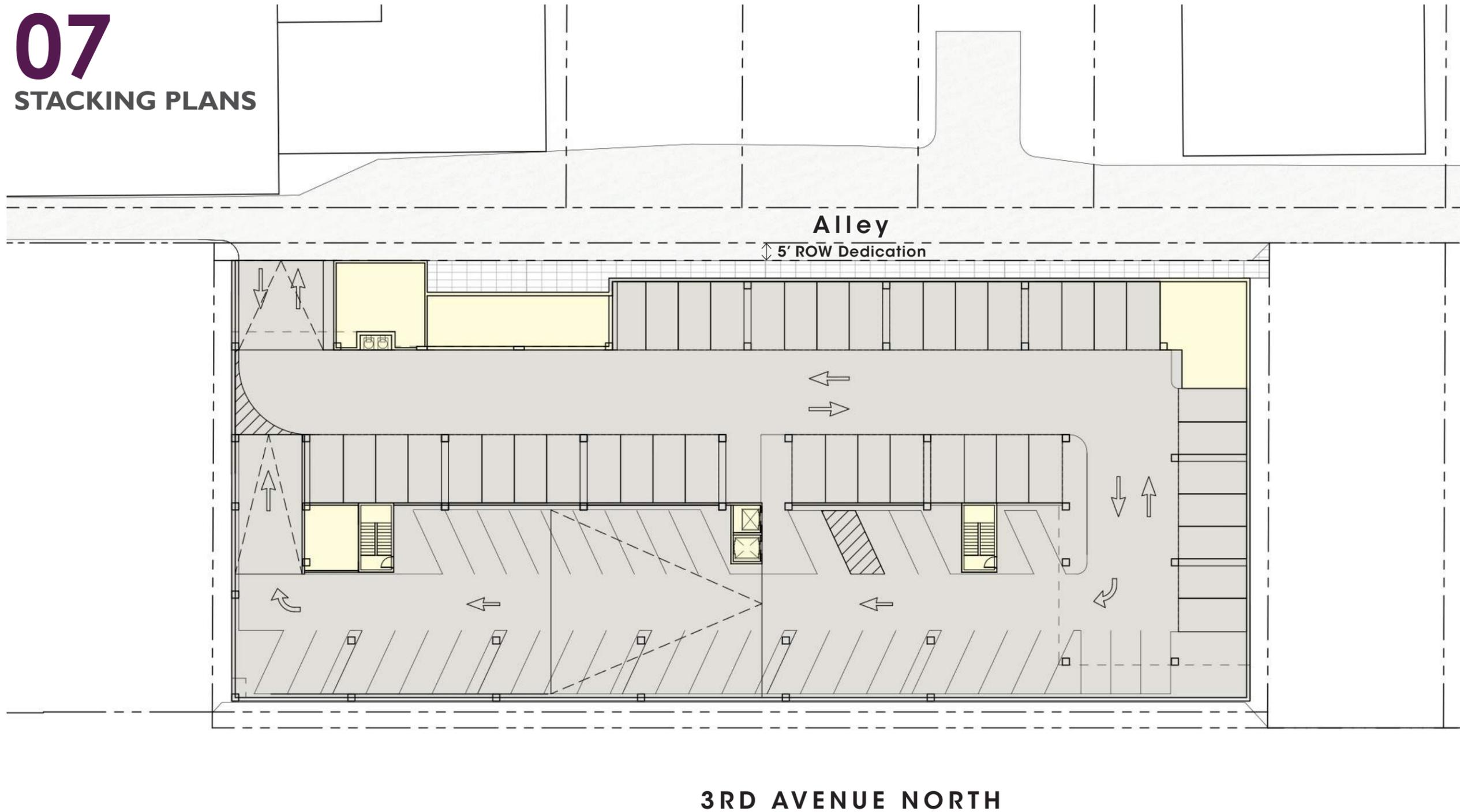


Site Plan

*Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.

07

STACKING PLANS

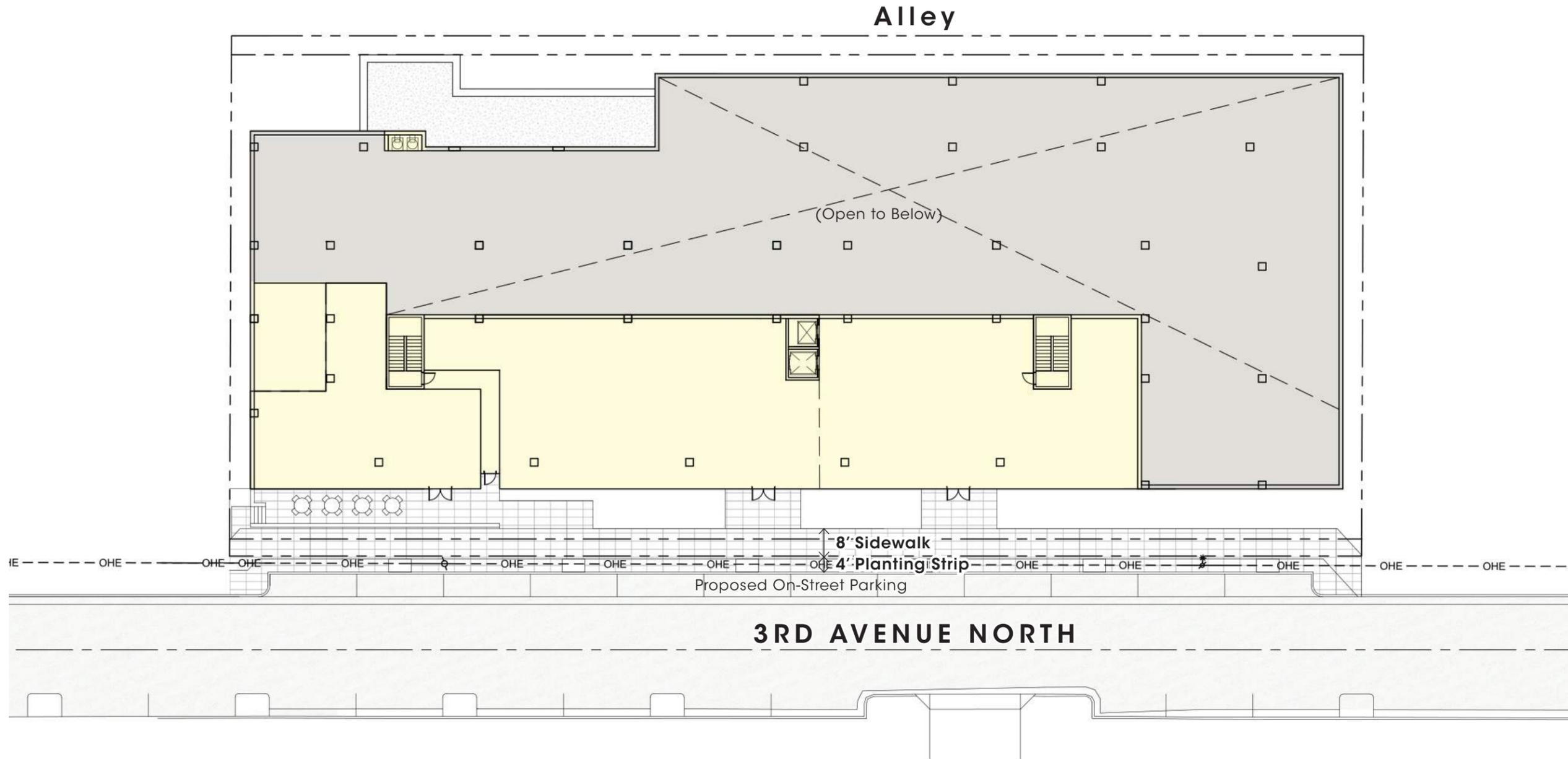


Alley Level Plan

*Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.

08

STACKING PLANS

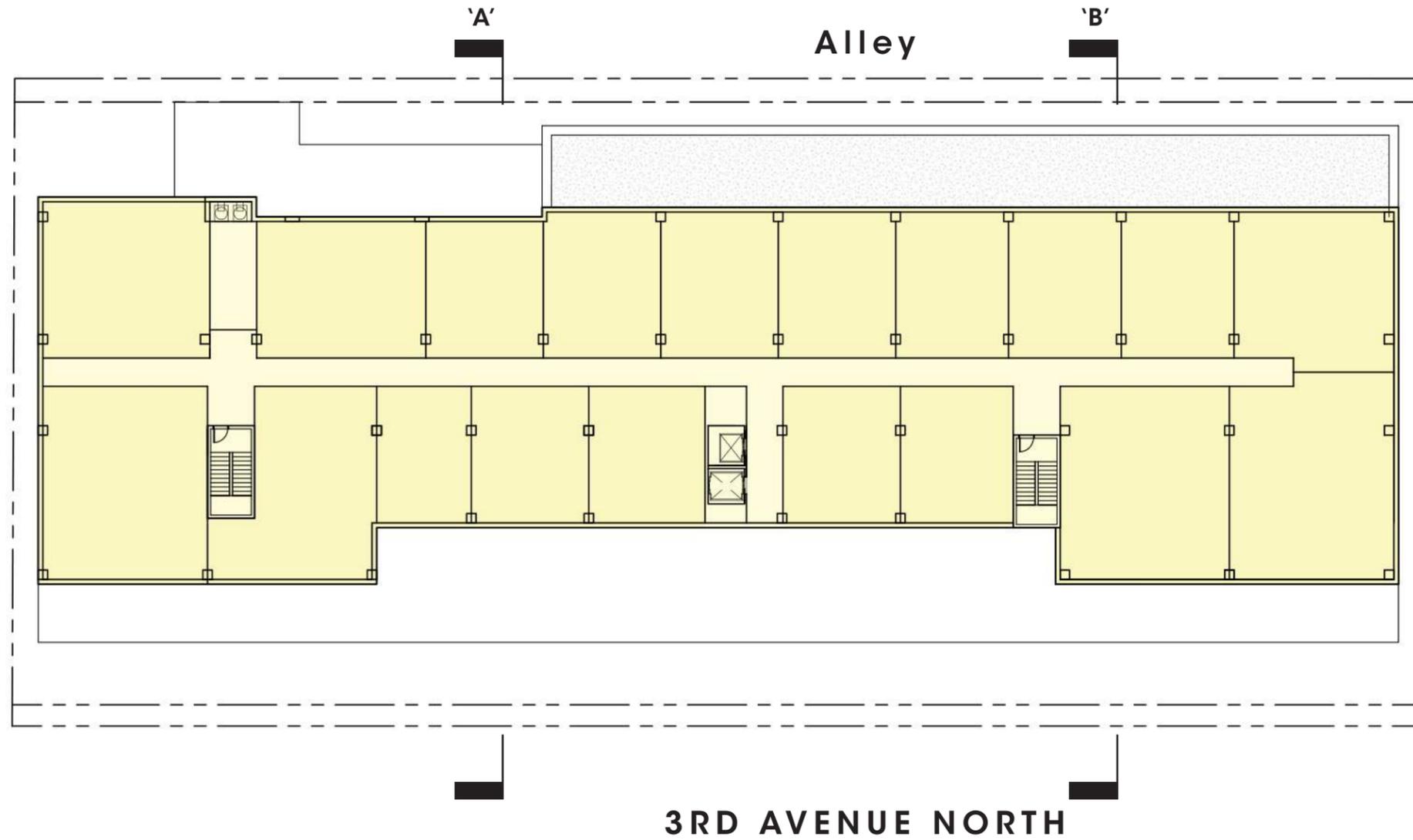


Street Level Plan

*Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.

09

STACKING PLANS

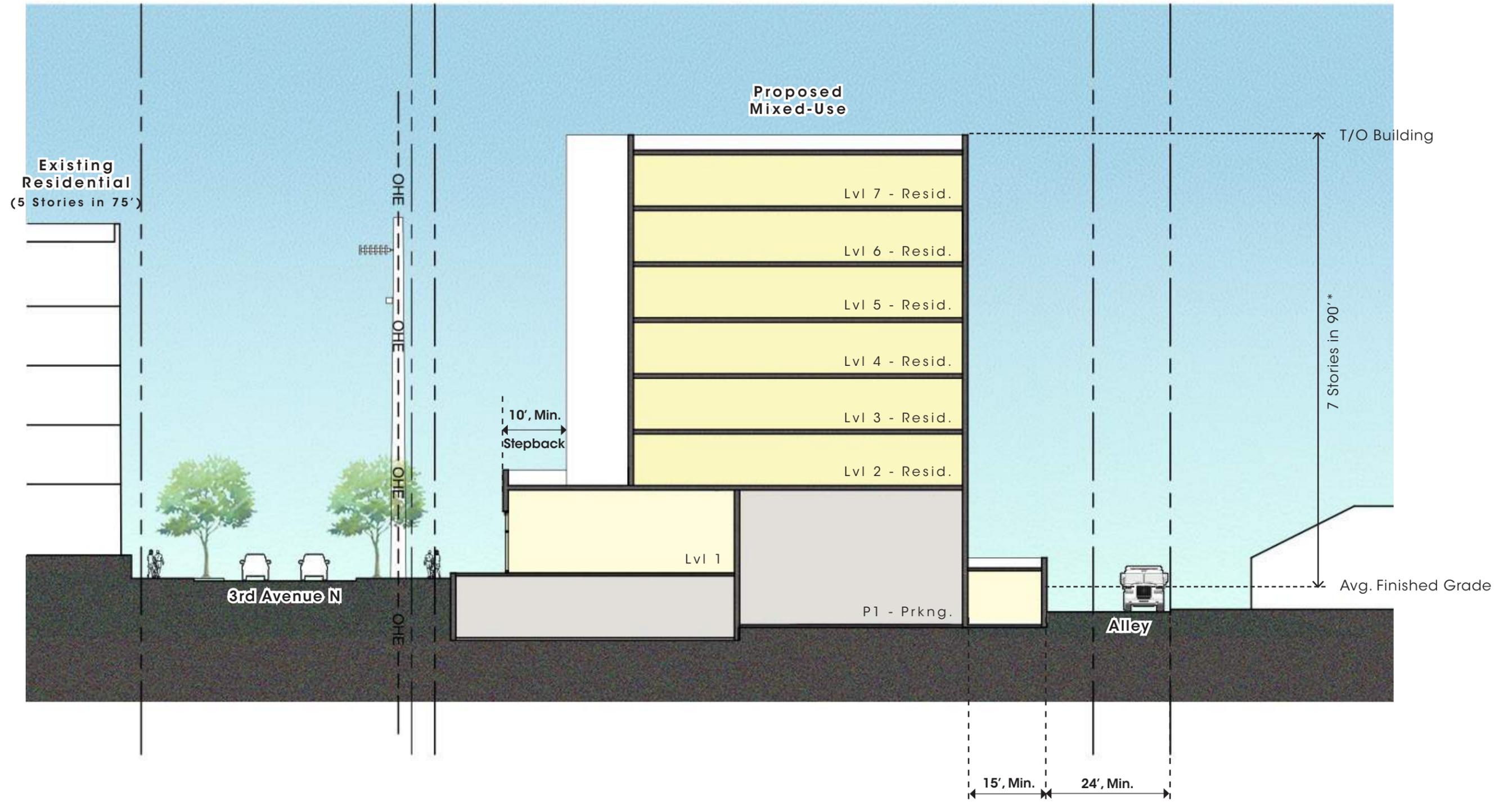


Typical Residential Floor Plan

*Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.

10

BUILDING SECTIONS



* A 'Basement' level maybe provided to the development where topo allows for additional sub-surface development including parking and conditioned residential

Building Section 'A'



12

ARCHITECTURAL IMAGERY



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 accommodate 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 occurring 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 sidewalk and a new transit shelter will be constructed to accommodate 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 the development team is open to the stepback occurring 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.

1

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;

2

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.

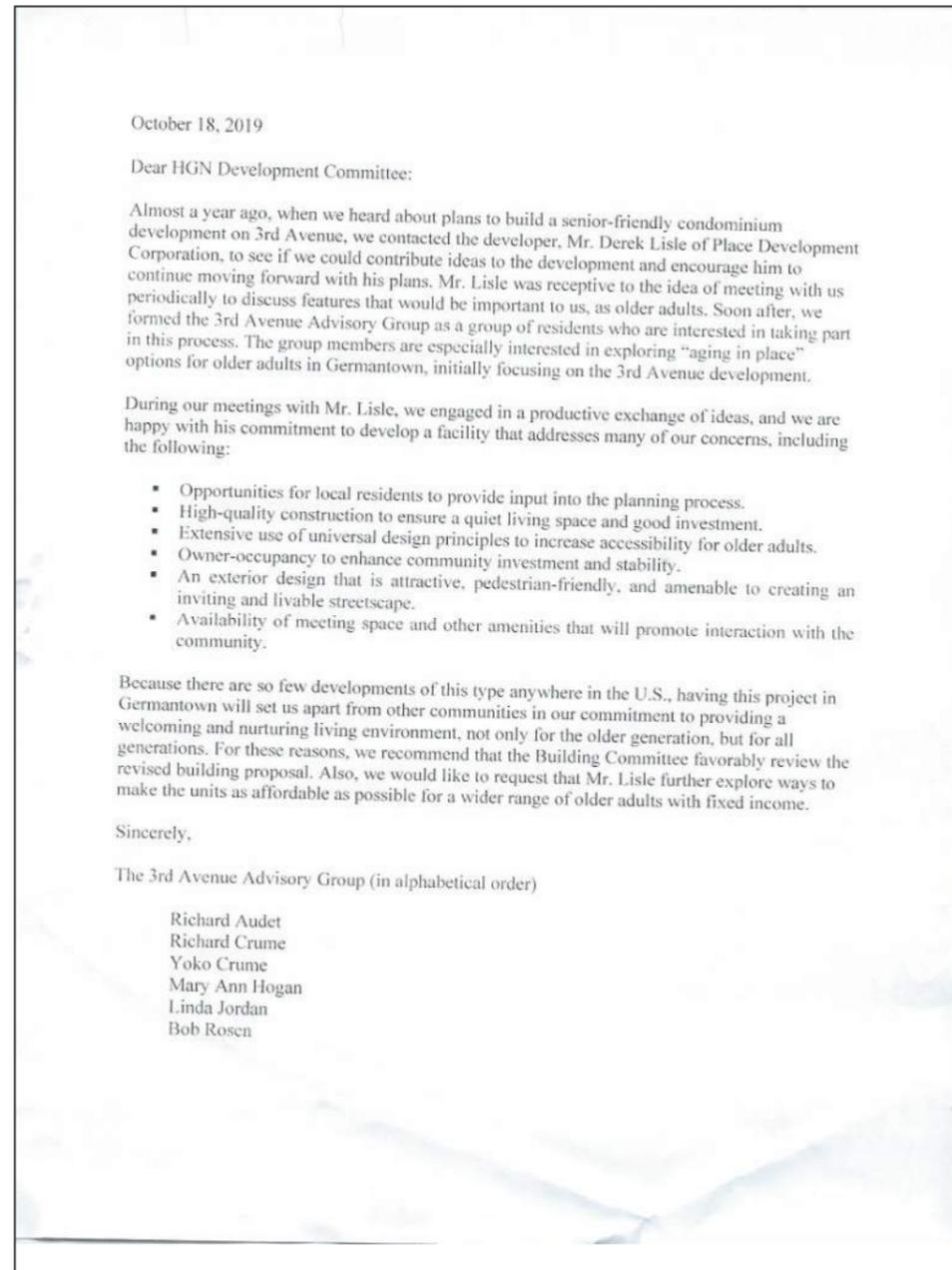
HGN's backing of this project should not viewed by either Metro Planning or current and future developers as indicative of general support for additional building height across Germantown. If indeed HGN has set precedent here, then let this instance be seen as an exception that was based on the building's high quality, intensive neighborhood engagement, and careful attention to our community's quality of life concerns.

Sincerely,

Richard H. Audet
HGN President

3

Letter of Support for additional building height from HGNA.



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/permited 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 setback 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.	

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 #: 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 #: BL2020-586, **Version:** 3

An ordinance 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 Assisted Living 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 Assisted Living 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 seven 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, despite any ordinance to the contrary, 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. The Metropolitan Council directs the Director of Law or his designee, at the conclusion of the BLTC Wind Down Plan, to take the necessary action to maintain the inactive status of the 419 bed license for BLTC facility with the appropriate state agency. 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 by the Metropolitan Government from the appropriate fund as determined by the Director of Finance.

Section 2. 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 J.B. Knowles Home Assisted Living and Adult Day Services facility ("Knowles") 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 3. The Metropolitan Council hereby requests Mayor Cooper's administration ("administration") to work with the operator of Knowles to submit a five year plan to the Metropolitan Council for the Knowles Home Assisted Living facility, whether that be for continued operation as an assisted living facility or some other purpose, within 180 days of the completion of an RFP process, with a successful bidder, for the continued operation of Knowles or one year from the effective date of this Ordinance, whichever occurs first. If there is no successful bidder, then the administration shall, within one year of the effective date of this Ordinance, submit a one year plan that includes the information required in Section 2, subpart 2 of this Ordinance, as well as a statement regarding whether the administration recommends (a) the cessation of services at Knowles, (b) intends to continue to seek a new operator and, if so, its plan for selection of the new operator, or (c) other recommendations for continued operations at the facility site.

Section 4. Amendments to this Ordinance may be approved by resolution of the Metropolitan Council receiving twenty-one affirmative votes.

Section 5. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Agenda Analysis

Analysis

This ordinance, as substitute, would 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.

The ordinance would require the finance department, at the conclusion of the BLTC wind down, to take the necessary action to seek maintain the inactive status of the 419 bed license for BLTC with the appropriate state agency. Converting to inactive status would preserve the ability to utilize the beds in the future, which obviously has some economic value. 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 appropriate fund as determined by the Director of Finance.

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. This application has been granted. According to the Department of Finance, the remaining funds in the BLTC management contract subsidy line item have now been encumbered.

Second, 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 (Knowles) 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 work with the operator of Knowles to submit a five year 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, with a successful bidder, for the continued operation of Knowles or one year from the effective date of this Ordinance, whichever occurs first. If there is no successful bidder, then the administration will be required to submit a one year plan within one year of the effective date of the Ordinance. The plan is required to include the value of Knowles, including the real property, physical building, and license to operate as an assisted living facility with 100 beds. It would further require a statement regarding whether the administration recommends (a) the cessation of services at Knowles, (b) intends to continue to seek a new operator and, if so, its plan for selection of the new operator, or (c) other recommendations for continued operations at the facility site.

Future amendments to this ordinance may be approved by a resolution receiving 21 affirmative votes.

SUBSTITUTE ORDINANCE NO. 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 Assisted Living 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 Assisted Living 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~~seven 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, despite any ordinance to the contrary, 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 21. The Metropolitan Council directs the Director of Finance Law or his designee, at the conclusion of the BLTC Wind Down Plan, to take the necessary action to maintain the inactive status of the 419 bed license for BLTC facility with the appropriate state agency, 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, ~~t~~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 by the Metropolitan Government from the appropriate fund as determined by the Director of Finance. ~~out of line item 01101432 of Substitute Ordinance No. BL2020-286 for "Subsidy BLTC Mgt. Contract".~~~~

~~Section 32. 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 J.B. Knowles Home Assisted Living and Adult Day Services facility ("Knowles") 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 43. The Metropolitan Council hereby requests Mayor Cooper's administration ("administration") to work with the operator of Knowles to submit a five year plan to the Metropolitan Council for the Knowles Home Assisted Living facility, whether that be for continued operation as an assisted living facility or some other purpose, within 180 days of the completion of an RFP process, with a successful bidder, for the continued operation of the Knowles Home Assisted Living facility or one year from the effective date of this Ordinance, whichever occurs first. If there is no successful bidder, then the administration shall, within one year of the effective date of this Ordinance, submit a one year plan that includes the information required in Section 2, subpart 2 of this Ordinance, as well as a statement regarding whether the administration recommends (a) the cessation of services at Knowles, (b) intends to continue to seek a new operator and, if so, its plan for selection of the new operator, or (c) other recommendations for continued operations at the facility site.~~

~~Section 54. Amendments to this Ordinance may be approved by resolution of the Metropolitan Council receiving twenty-one affirmative votes.~~

~~Section 65. 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:

Kyonzté Toombs
Joy Styles
Jennifer Gamble
Zulfat Suara
Sharon Hurt
Delishia Porterfield
Emily Benedict
Sean Parker
Brandon Taylor
Ginny Welsch
Member of Council



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.

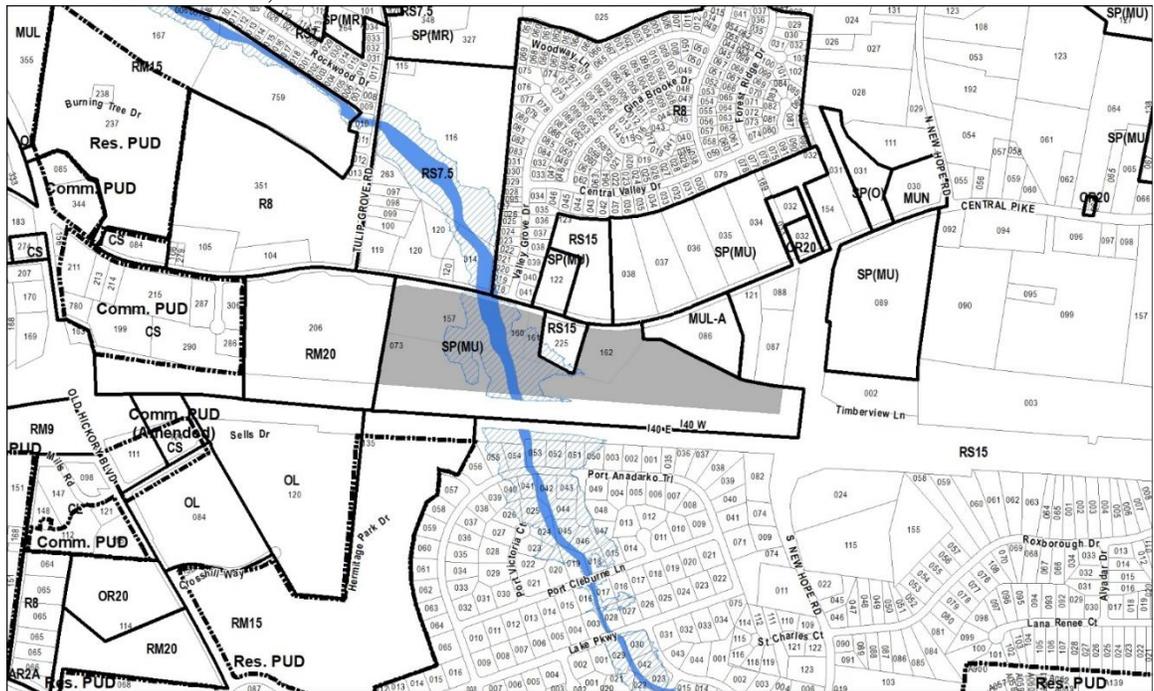
Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

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.





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.

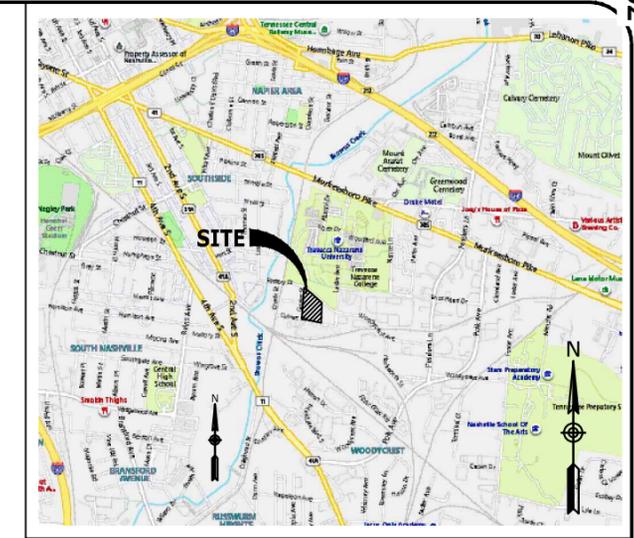
Map & Parcel no. /Owner: Map 105-08, Parcel(s) 249/101 Factory Street LLC
Requested by: Catalyst Design Group

PRELIMINARY SP

101 FACTORY STREET MULTIFAMILY

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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



VICINITY MAP
 NOT TO SCALE

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

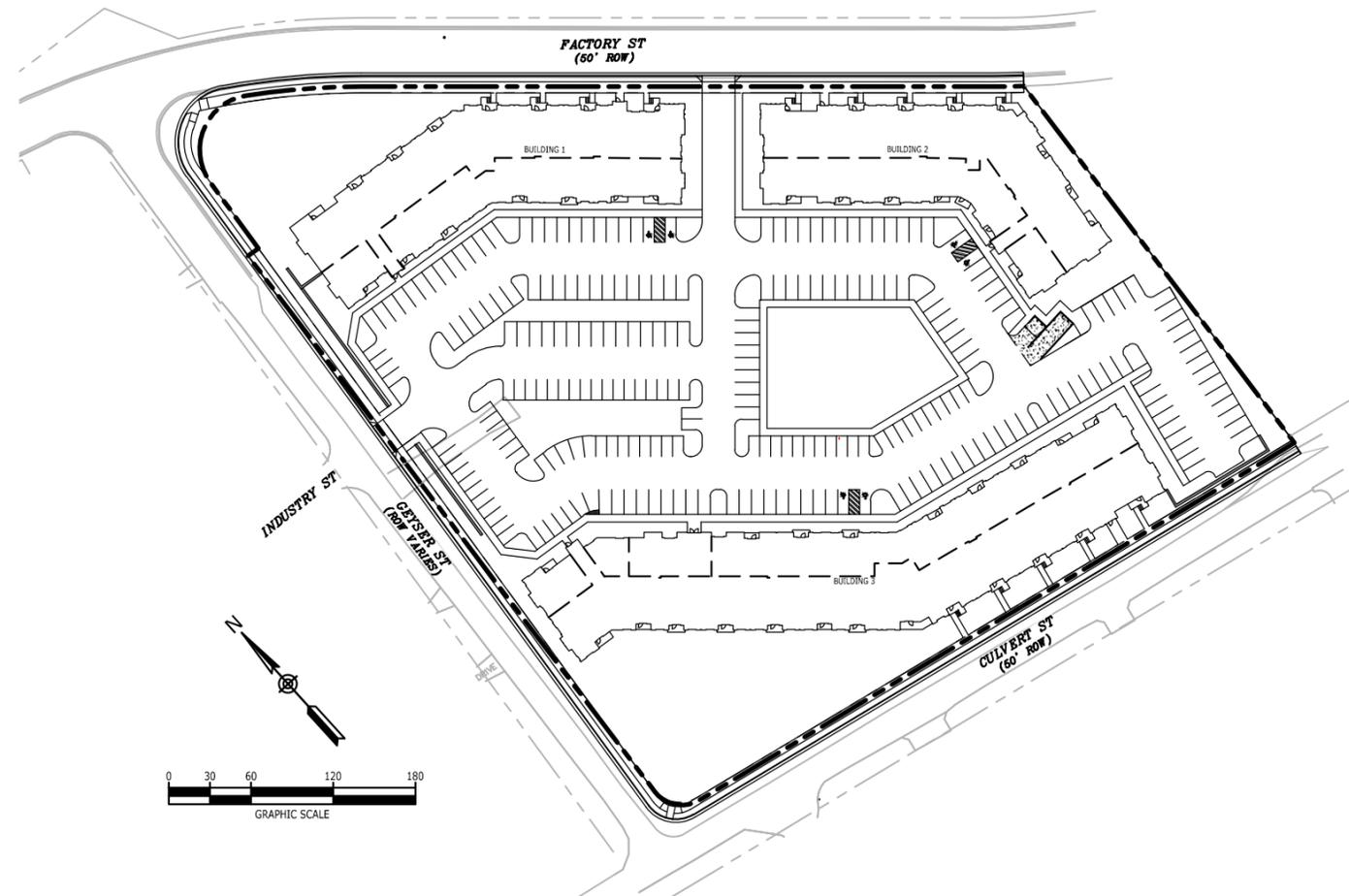
PARKING SUMMARY
 PARKING PROVIDED: 179 REGULAR SPACES
 81 COMPACT SPACES (29%)
 21 ON-STREET PARKING
 TOTAL SPACES PROVIDED: 281 SPACES (1.37 SPACES PER UNIT)

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: awolthers@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.



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

- THE PURPOSE OF THIS PLAN IS FOR PRELIMINARY APPROVAL OF SPECIFIC PLAN ZONING TO PERMIT 204 RESIDENTIAL MULTIFAMILY UNITS, AMENITY AND LEASING SPACE.
- 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
- 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 COMMERCIAL USES SHALL INCLUDE THE ALLOWABLE USES WITHIN THE RM40 ZONING DISTRICT:
- PERMITTED RESIDENTIAL USES SHALL INCLUDE:
 - MULTIFAMILY
- 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

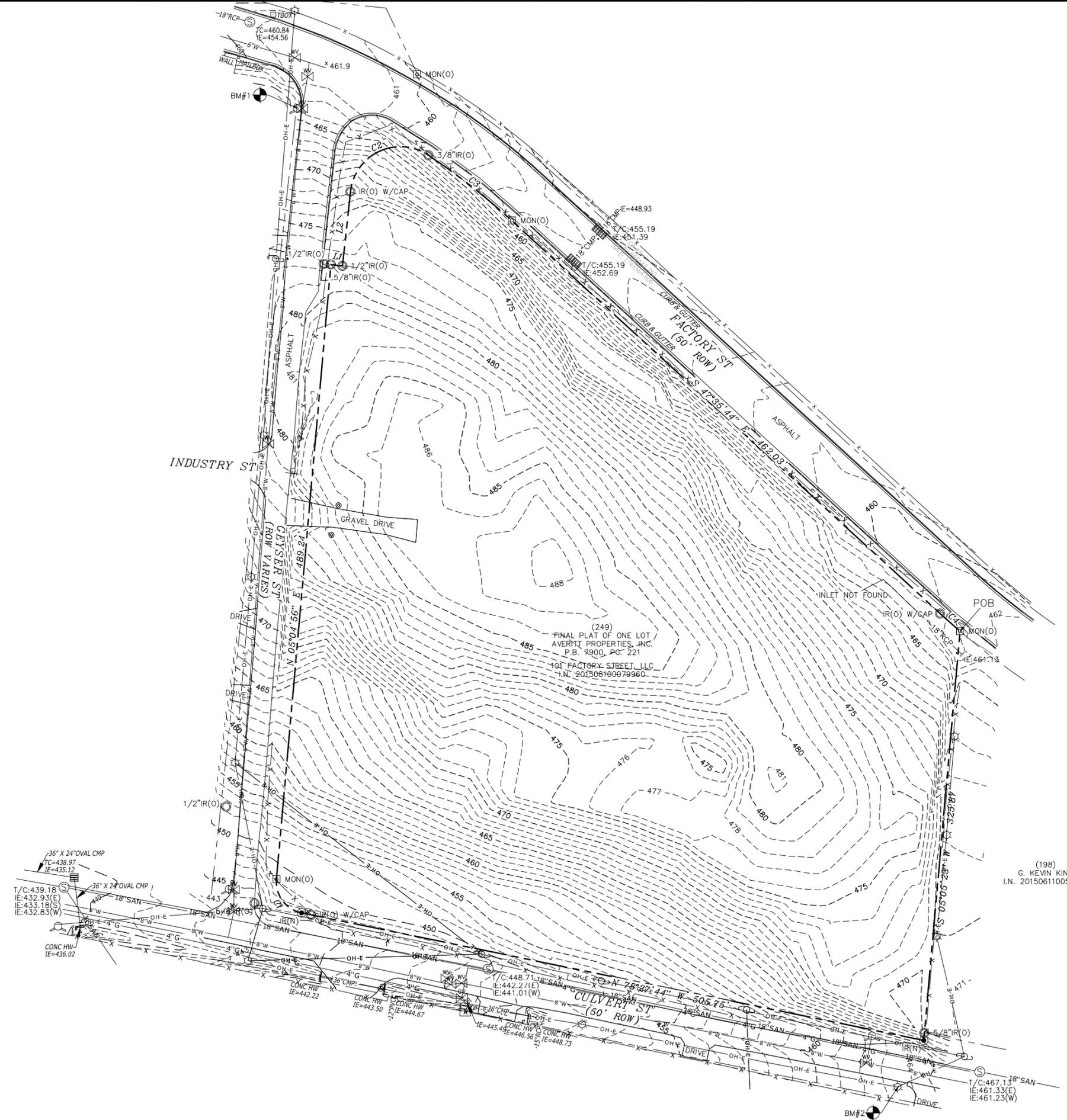


CIVIL ENGINEER/LANDSCAPE ARCHITECT
Catalyst
 DESIGN GROUP
 5100 TENNESSEE AVENUE
 NASHVILLE, TN 37209
 (615) 622-7200

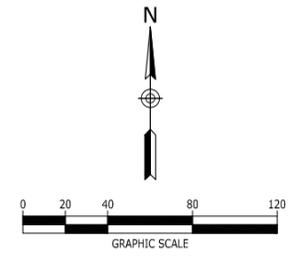


COVER SHEET

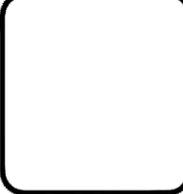
C0.0



BASE INFORMATION WAS TAKEN FROM A SURVEY PREPARED BY S&ME, DATED 11-10-2016. CATALYST DESIGN GROUP AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.



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

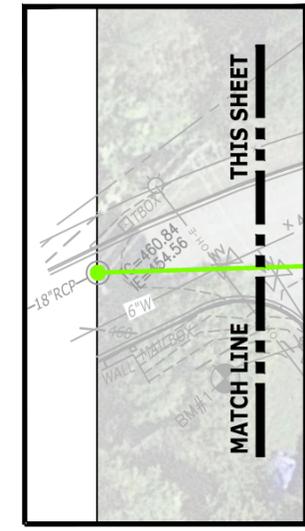
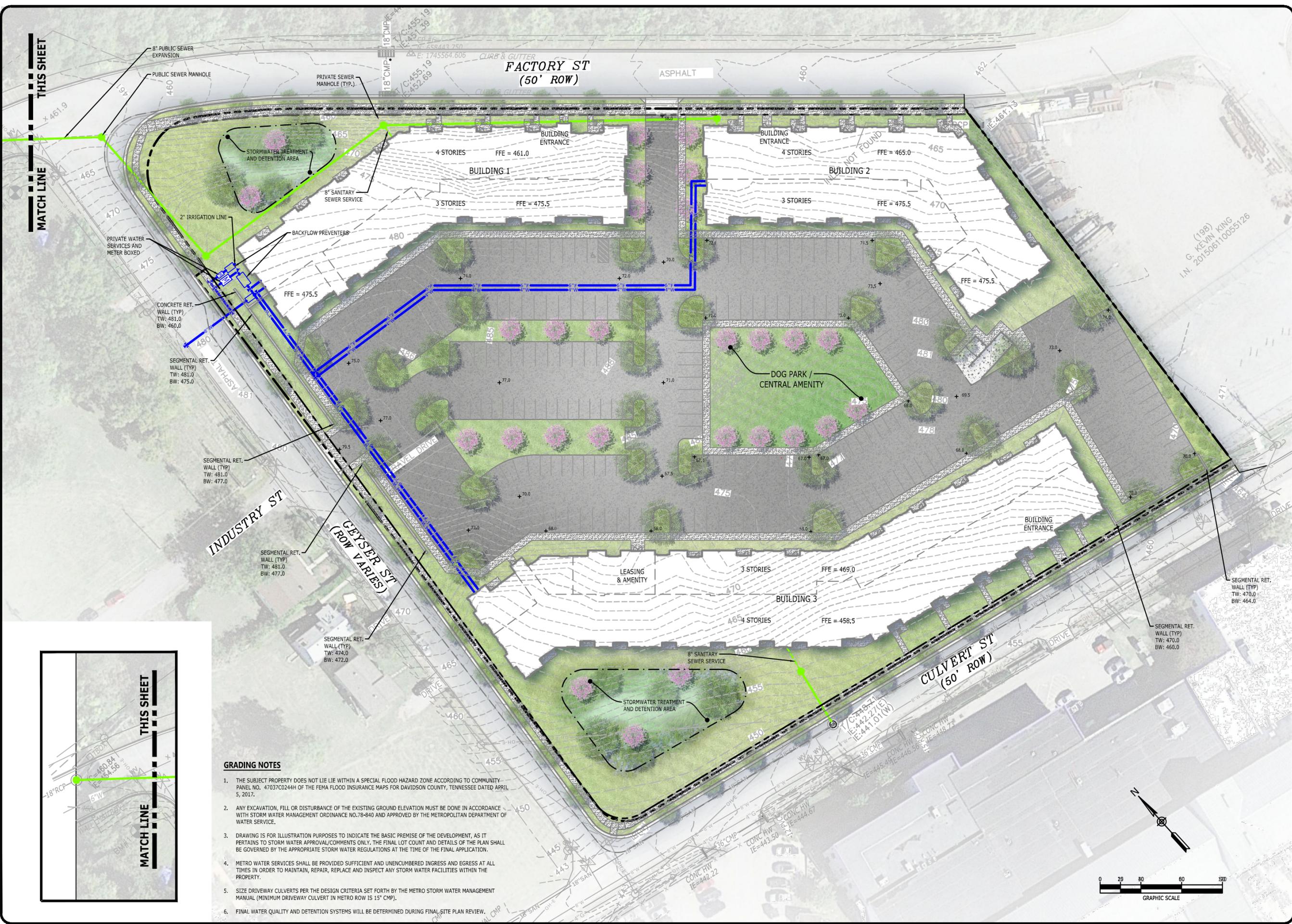
NO.	DATE	DESCRIPTION

DRAWING TITLE
**EXISTING
CONDITIONS**

PROJECT NUMBER
20200606

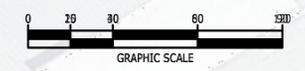
DRAWING NUMBER
C1.0

P:\2020\20200660\dwg\Construction\20200660_C3.0_GRA,DRG,C3.0_GRA,DRG & DRAINAGE UTILITY PLAN Oct 25, 2020 awh/ehs



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.



EGG 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
20200660

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

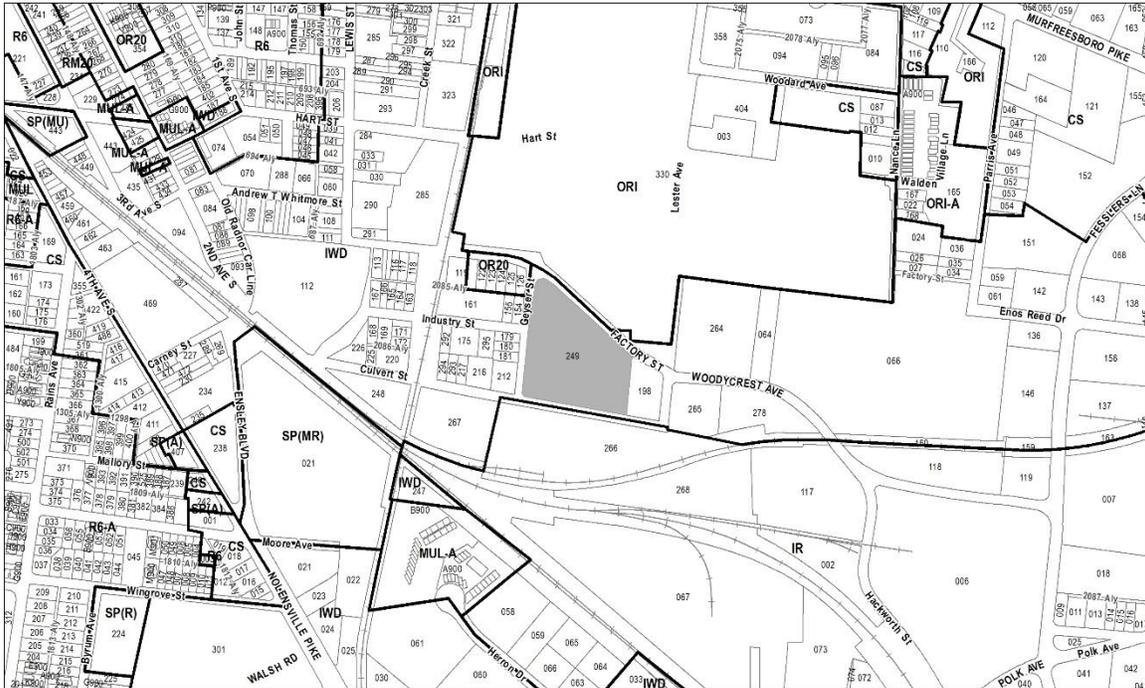
DESIGN PRINCIPLES

- 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.

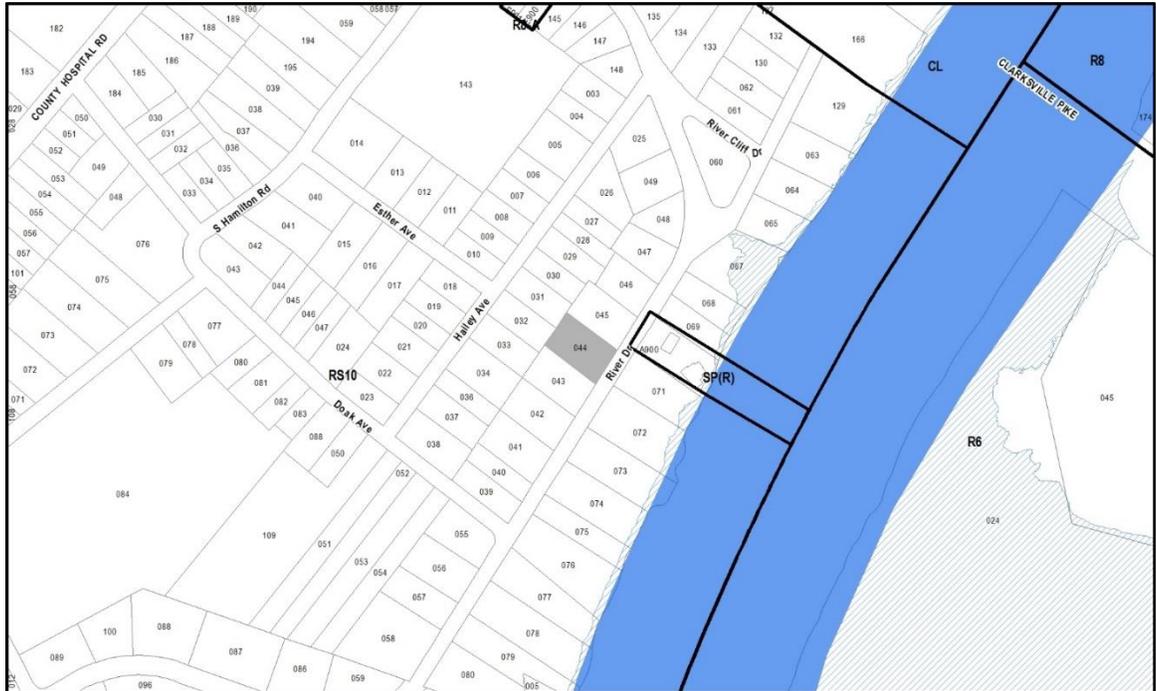
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 081 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance,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

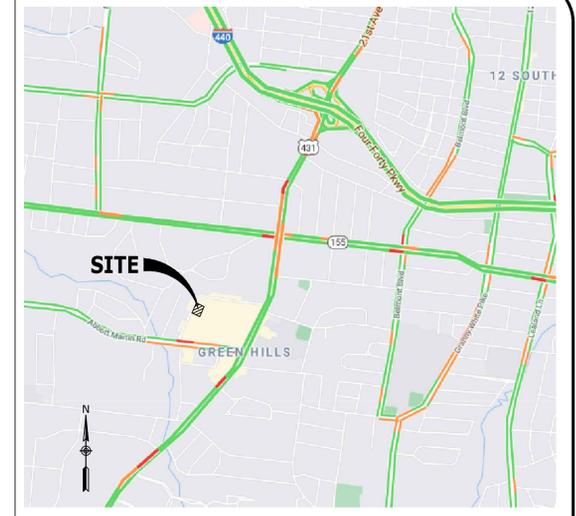
Map & Parcel no. /Owner: Map 117-10, Parcel(s) 117/RC Battleship Partners
Requested by: Catalyst Design Group

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: 25
 COUNCIL MEMBER: RUSS PULLEY
 TAX MAP: 117-10
 PARCEL ID.: 117.00
 SITE ADDRESS: 3808 CLEGHORN AVE. NASHVILLE, TN, 37215
 0.99 AC. (43,109 FT²)
 SITE ACREAGE: 0.99 AC. (43,109 FT²)
 EXISTING ZONING: SCR
 PROPOSED USE: ASSISTED CARE LIVING & MULTIFAMILY
 PROPOSED UNITS:
 MEMORY CARE: 30
 ASSISTED LIVING: 60
 INDEPENDENT LIVING: 115
 TOTAL UNITS: 205
 PROPOSED MAX. BUILDING HEIGHT: 12 STORIES (144' MAX.)

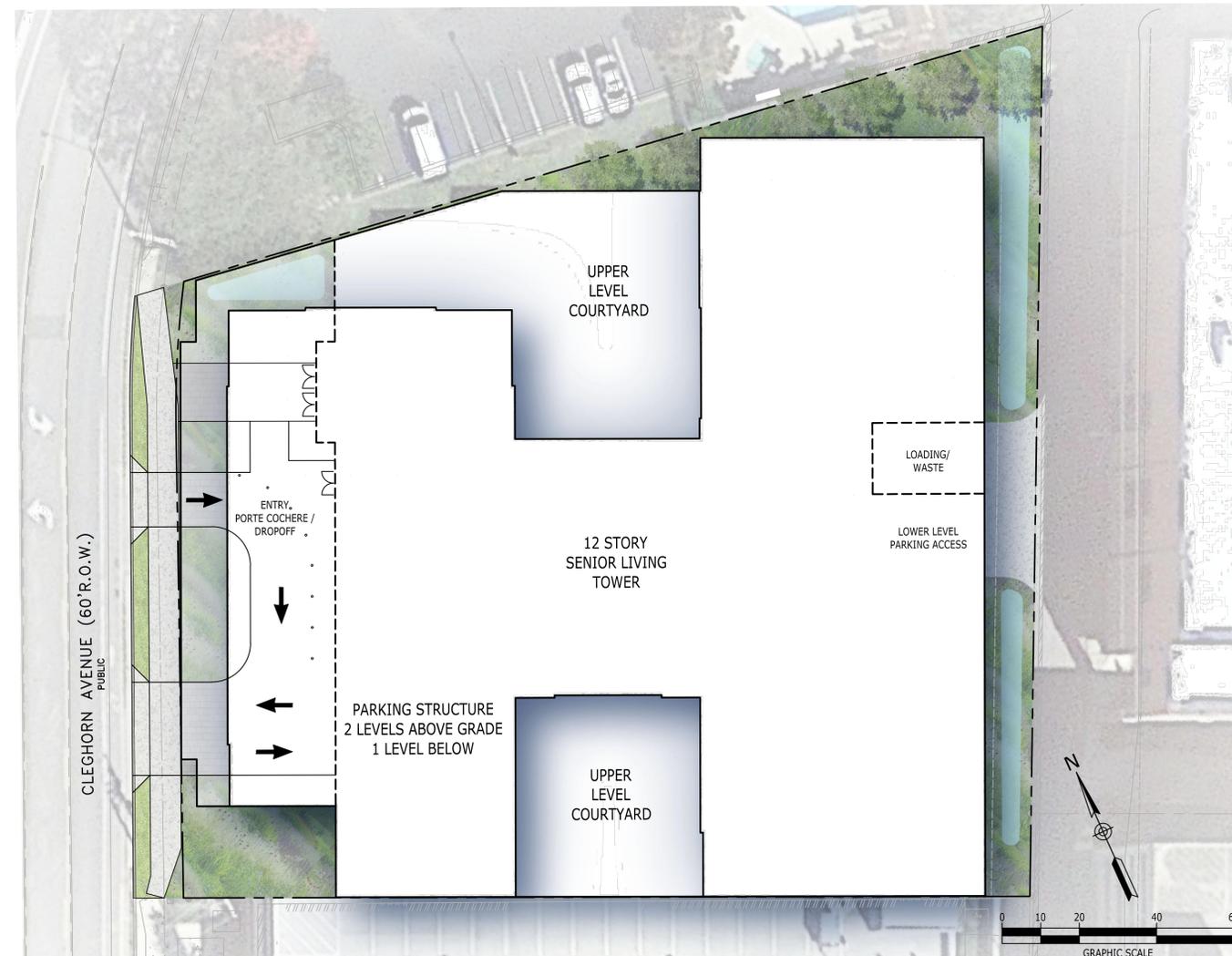
PARKING SUMMARY
 PARKING REQUIRED: 103 SPACES REQUIRED
 (0.5 SPACES PER UNIT)
 PARKING PROVIDED:
 GARAGE: 150 SPACES
 TOTAL: 150 SPACES PROVIDED

OWNER: BRIDGEWOOD PROPERTY COMPANY
 ADDRESS: 6363 WOODWAY DR., SUITE 870 HOUSTON, TX 77057
 713.623.6767
 PHONE NO.: 713.623.6767
 CONTACT NAME: JIM HEPBURN
 CONTACT E-MAIL ADDRESS: JHEPBURN@BRIDGEWOOD.US

PROJECT REPRESENTATIVE: CATALYST DESIGN GROUP
 ADDRESS: 5100 TENNESSEE AVE. NASHVILLE, TN 37209
 615.622.7200
 PHONE NO.: 615.622.7200
 CONTACT NAME: ANDREW WOLTERS
 CONTACT E-MAIL ADDRESS: 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

1. THE PURPOSE OF THIS PLAN IS FOR PRELIMINARY APPROVAL OF SPECIFIC PLAN ZONING TO PERMIT 205 SENIOR LIVING MULTIFAMILY UNITS, AMENITY AND LEASING SPACE.
2. 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
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 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



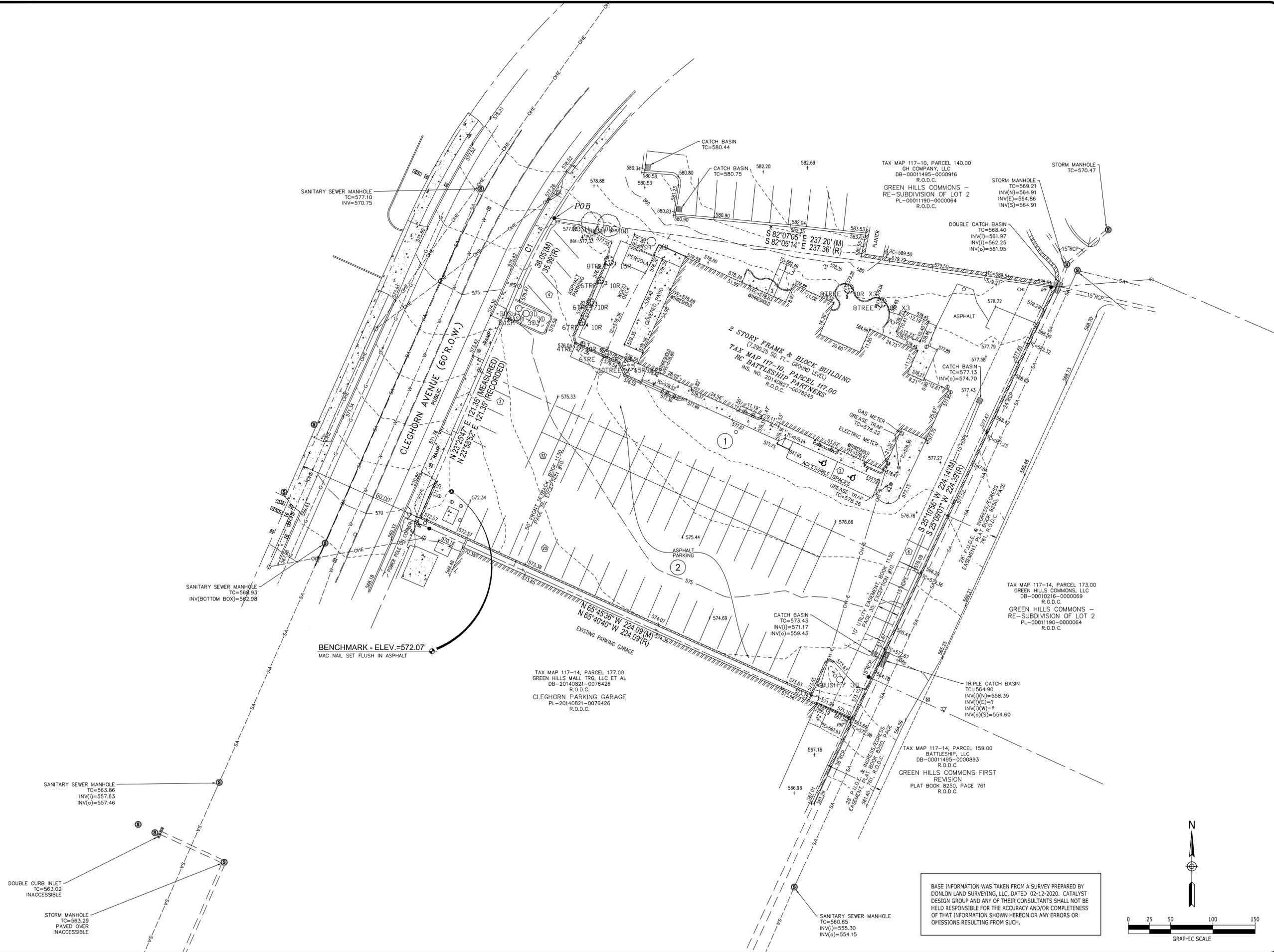
CIVIL ENGINEER/LANDSCAPE ARCHITECT
Catalyst
 DESIGN GROUP
 5100 TENNESSEE AVENUE
 NASHVILLE, TN 37209
 (615) 622-7200



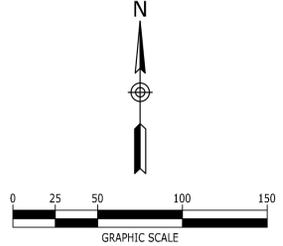
COVER SHEET

C0.0

P:\2020\20200730\dwg\Construction\202000073_C1.1_Ext.dwg-C1.1 EXISTING CONDITIONS Nov. 20, 2020 aleg



BASE INFORMATION WAS TAKEN FROM A SURVEY PREPARED BY DONLAN LAND SURVEYING, LLC, DATED 02-12-2020. CATALYST DESIGN GROUP AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.



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

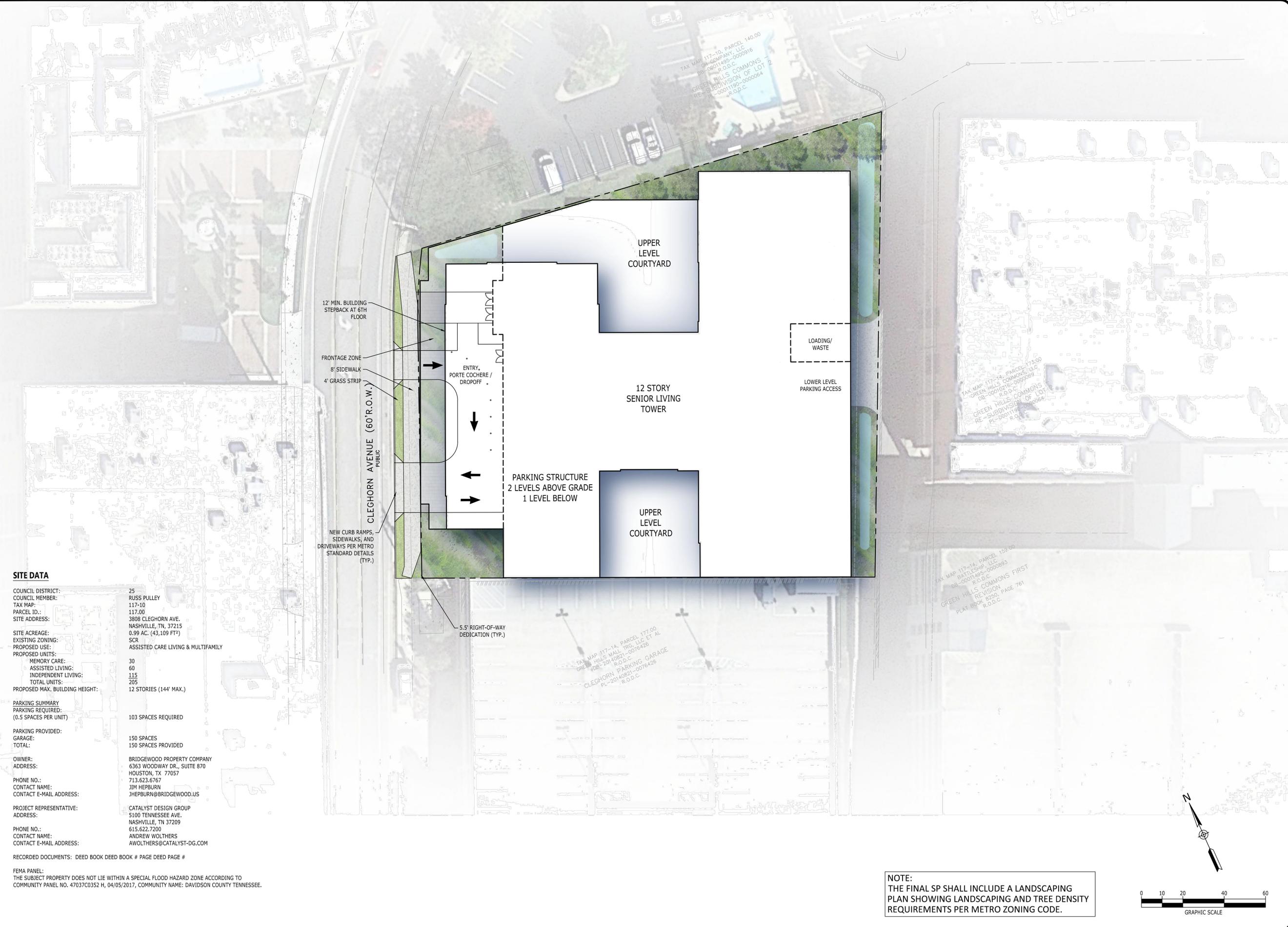
NO.	DATE	DESCRIPTION
1	11/20/2020	PRELIMINARY SP RESUBMITTAL

DRAWING TITLE
EXISTING CONDITIONS

PROJECT NUMBER
20200073

DRAWING NUMBER
C1.0

P:\2020\2020073\img\Construction\2020073_C2.0_LAYOUT_PLAN_Dec 01_2020.dwg



SITE DATA

COUNCIL DISTRICT: 25
 COUNCIL MEMBER: RUSS PULLEY
 TAX MAP: 117-10
 PARCEL ID.: 117-10
 SITE ADDRESS: 3808 CLEGHORN AVE. NASHVILLE, TN, 37215
 SITE ACREAGE: 0.99 AC. (43,109 FT²)
 EXISTING ZONING: SCR
 PROPOSED USE: ASSISTED CARE LIVING & MULTIFAMILY
 PROPOSED UNITS:
 MEMORY CARE: 30
 ASSISTED LIVING: 60
 INDEPENDENT LIVING: 115
 TOTAL UNITS: 205
 PROPOSED MAX. BUILDING HEIGHT: 12 STORIES (144' MAX.)

PARKING SUMMARY
 PARKING REQUIRED: (0.5 SPACES PER UNIT) 103 SPACES REQUIRED
 PARKING PROVIDED:
 GARAGE: 150 SPACES
 TOTAL: 150 SPACES PROVIDED

OWNER:
 ADDRESS: BRIDGEWOOD PROPERTY COMPANY
 6363 WOODWAY DR., SUITE 870
 HOUSTON, TX 77057
 PHONE NO.: 713.623.6767
 CONTACT NAME: JIM HEPBURN
 CONTACT E-MAIL ADDRESS: JHEPBURN@BRIDGEWOOD.US

PROJECT REPRESENTATIVE:
 ADDRESS: CATALYST DESIGN GROUP
 5100 TENNESSEE AVE.
 NASHVILLE, TN 37209
 PHONE NO.: 615.622.7200
 CONTACT NAME: ANDREW WOLTERS
 CONTACT E-MAIL ADDRESS: 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.

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



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
LAYOUT & LANDSCAPE PLAN

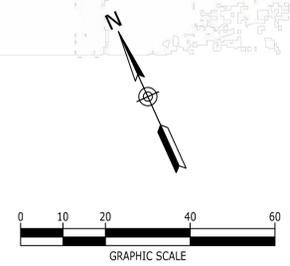
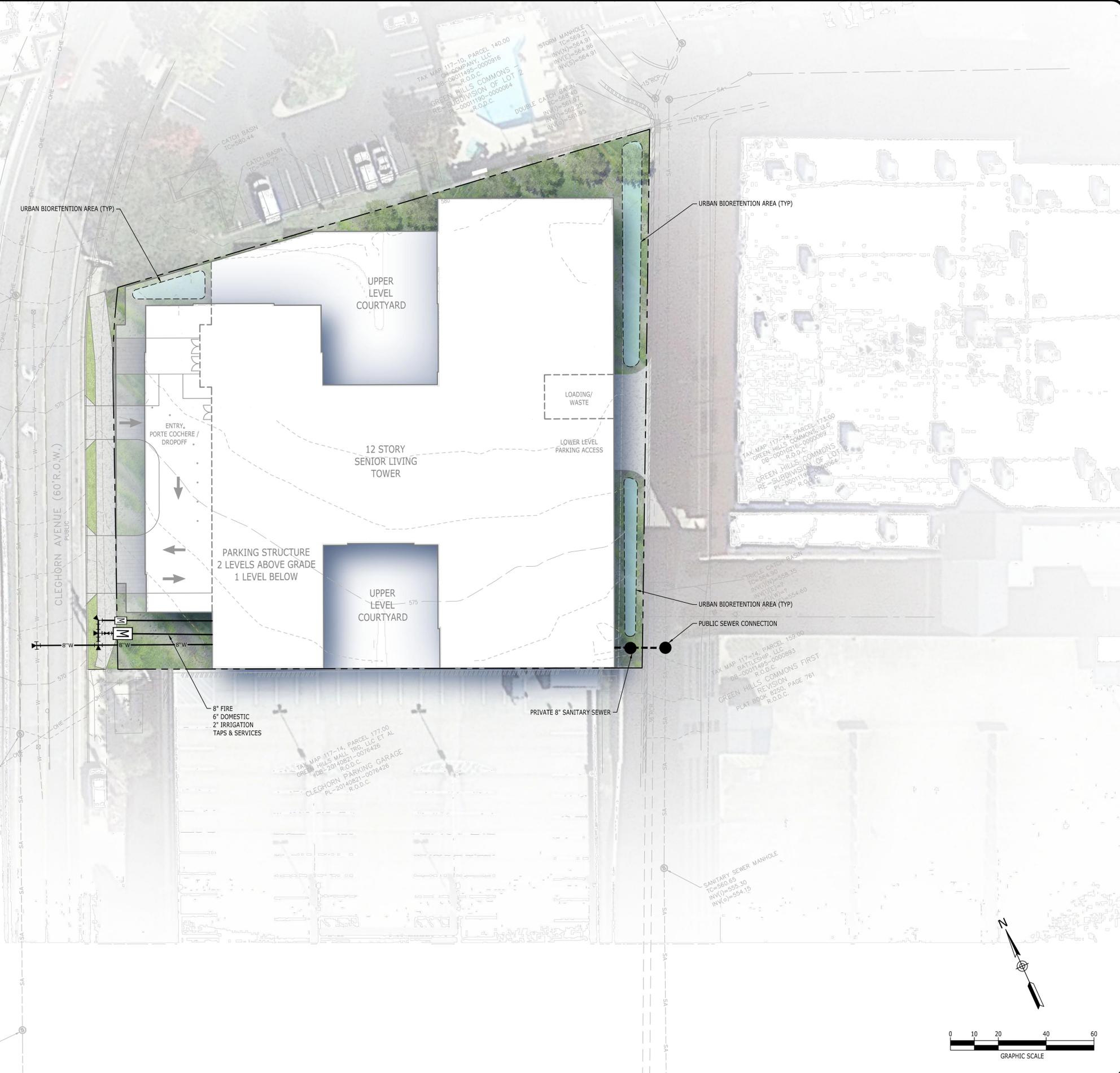
PROJECT NUMBER
 20200073

DRAWING NUMBER
C2.0

P:\2020\20200723\dwg\Construction\20200723_C3.0_GRA.DWG\3.0 GRADING & DRAINAGE & UTILITY PLAN Nov 20, 2020 alogg

GRADING NOTES

1. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO COMMUNITY PANEL NO. 47037C0352H 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.



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

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

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

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

PROJECT NUMBER
2020073

DRAWING NUMBER
C3.0

GRAPHIC SCALE: 1" = 1'-0" GRAPHIC SCALE: 3/4" = 1'-0" GRAPHIC SCALE: 1/2" = 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: 1/32" = 1'-0" GRAPHIC SCALE: 1/64" = 1'-0"

C:\Rentl_Progects\201600_Bridgewood\Nashville_A20_CENTRAL_bem@esacri.com.txt

11/20/2020 9:53:47 AM



THE VILLAGE
of Tanglewood



THE VILLAGE
of Woodlands Waterway



THE VILLAGE
at the Arboretum



THE VILLAGE
of River Oaks



THE VILLAGE
of Southampton

REPRESENTATIVE CHARACTER IMAGERY

ESa

Earl Swenson Associates, Inc.

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

This drawing and the design shown is the property of the architect. The reproduction, copying or use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

© Earl Swenson Associates, Inc. 2020

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 PRELIM. SP SUBMITTAL

Original Issue Date 11/20/2020

Project No 20160.00

Drawn By Author Checked By Checker

Drawing Title

REPRESENTATIVE CHARACTER IMAGERY

Sheet Number

A - 1

GRAPHIC SCALE: 1" = 1'-0" GRAPHIC SCALE: 3/16" = 1'-0" GRAPHIC SCALE: 1/4" = 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" GRAPHIC SCALE: 1/64" = 1'-0"



OVERALL MASSING

12 STORY TOWER
144' OVERALL HEIGHT

12' STEPBACK
FLOOR 7-12

19' STEPBACK
FLOOR 6

5 STORY PODIUM

CLEGHORN AVE.

This drawing and the design shown is the property of the architect. The reproduction, copying or use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.
© Earl Swensson Associates, Inc. 2020

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: PRELIM. SP SUBMITTAL
Original Issue Date: 11/20/2020
Project No: 20160.00
Drawn By: BCM Checked By: DW
Drawing Title: MASSING CONCEPT VIEW

MASSING CONCEPT VIEW

11/20/2020 9:23:37 AM C:\Renk\Projects\201600_Bridgewood\Nashville_A20_CENTRAL_bem@esacri.com.txt
 GRAPHIC SCALE: 1" = 1'-0" GRAPHIC SCALE: 3/16" = 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" GRAPHIC SCALE: 1/64" = 1'-0"



CLEGHORN AVE. ELEVATION

This drawing and the design shown is the property of the architect. The reproduction, copying or use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.
 © Earl Swenson Associates, Inc. 2020

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

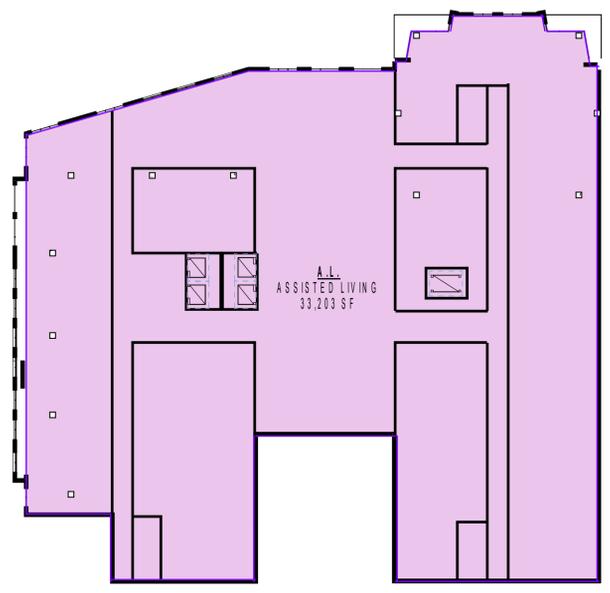
GRAPHIC SCALE: 1" = 1'-0" 0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10" 11" 12" 13" 14" 15" 16" 17" 18" 19" 20" 21" 22" 23" 24" 25" 26" 27" 28" 29" 30" 31" 32" 33" 34" 35" 36" 37" 38" 39" 40" 41" 42" 43" 44" 45" 46" 47" 48" 49" 50" 51" 52" 53" 54" 55" 56" 57" 58" 59" 60" 61" 62" 63" 64" 65" 66" 67" 68" 69" 70" 71" 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: 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" 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'

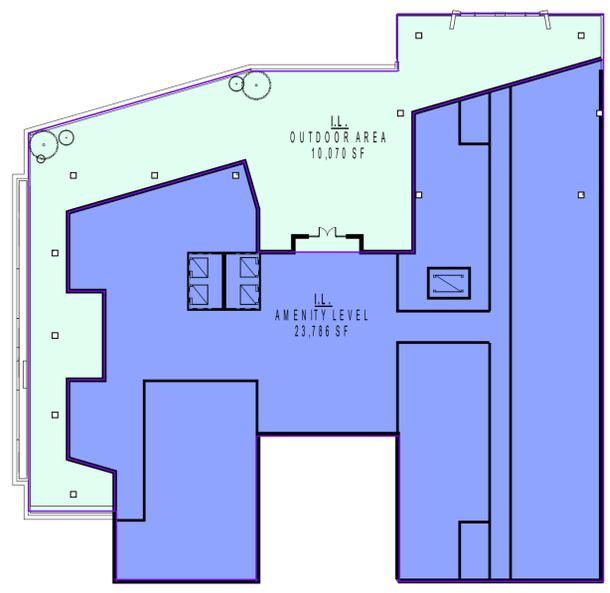
GRAPHIC SCALE: 1/16" = 1'-0" 0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10" 11" 12" 13" 14" 15" 16" 17" 18" 19" 20" 21" 22" 23" 24" 25" 26" 27" 28" 29" 30" 31" 32" 33" 34" 35" 36" 37" 38" 39" 40" 41" 42" 43" 44" 45" 46" 47" 48" 49" 50" 51" 52" 53" 54" 55" 56" 57" 58" 59" 60" 61" 62" 63" 64" 65" 66" 67" 68" 69" 70" 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'

GRAPHIC SCALE: 1/32" = 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'

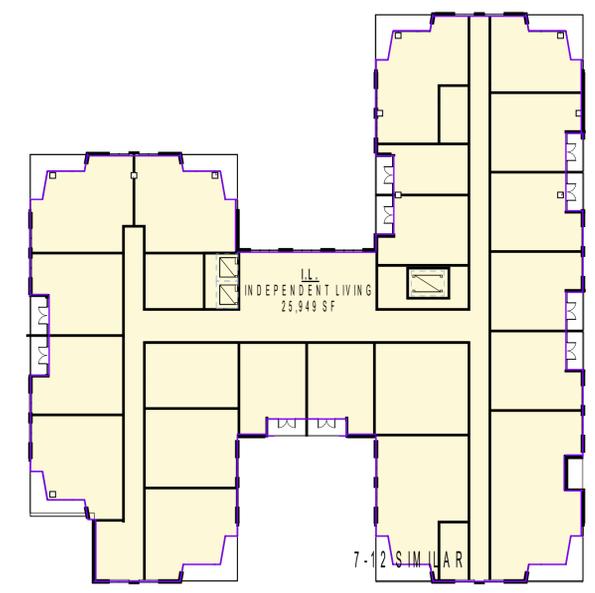
11/20/2020 9:39:40 AM C:\Revit\Projects\201600_Bridgewood\Nashville_A20_CENTRAL_bem@esarch.com.rvt



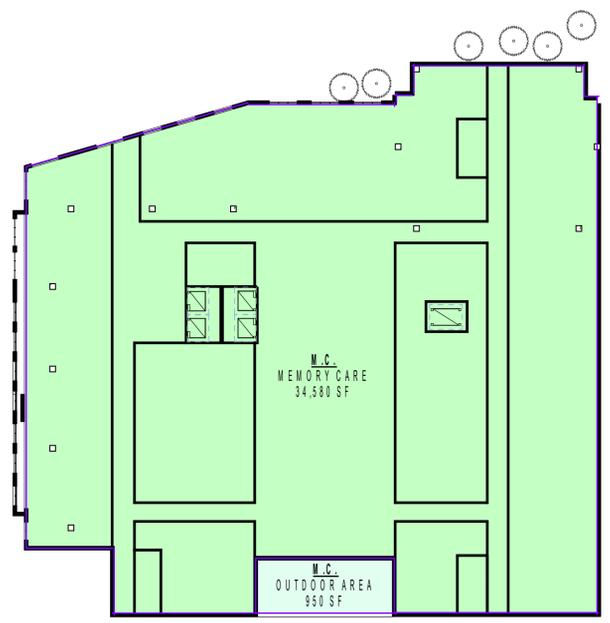
5TH FLOOR



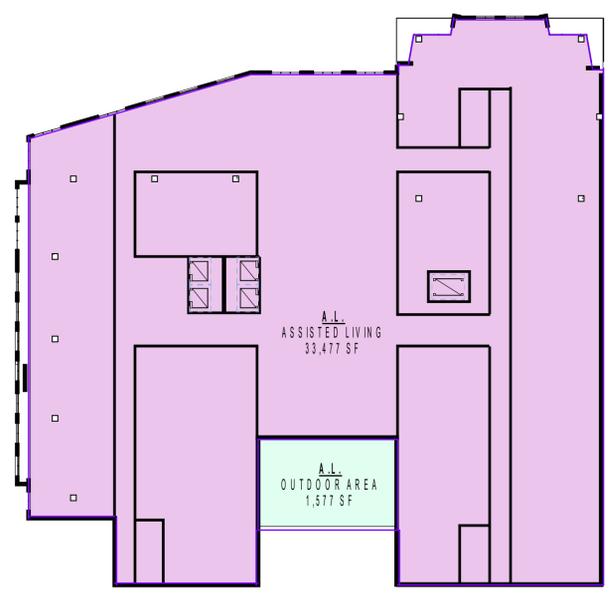
6TH FLOOR



12TH FLOOR



3RD FLOOR



4TH FLOOR

This drawing and the design shown is the property of the architect. The reproduction, copying or use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.
© Earl Swenson Associates, Inc. 2020

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

BRIDGEWOOD PROPERTIES
GREEN HILLS SENIOR LIVING
NASHVILLE, TN

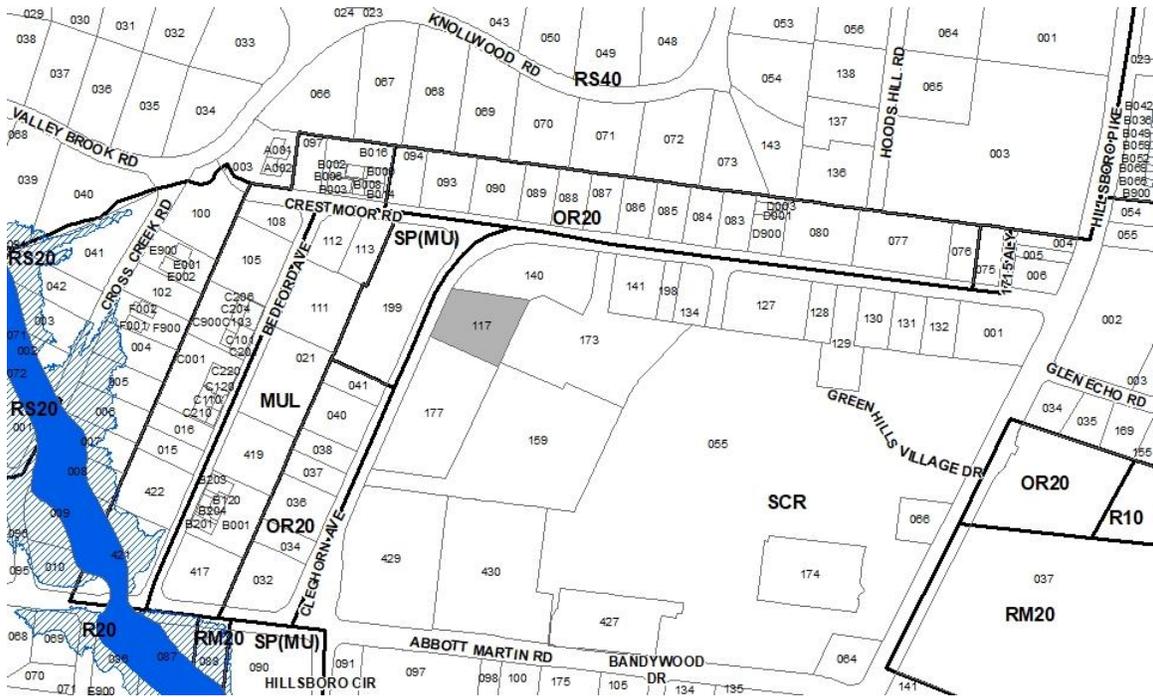
DOCUMENT CHANGES

Description	Date

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

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.

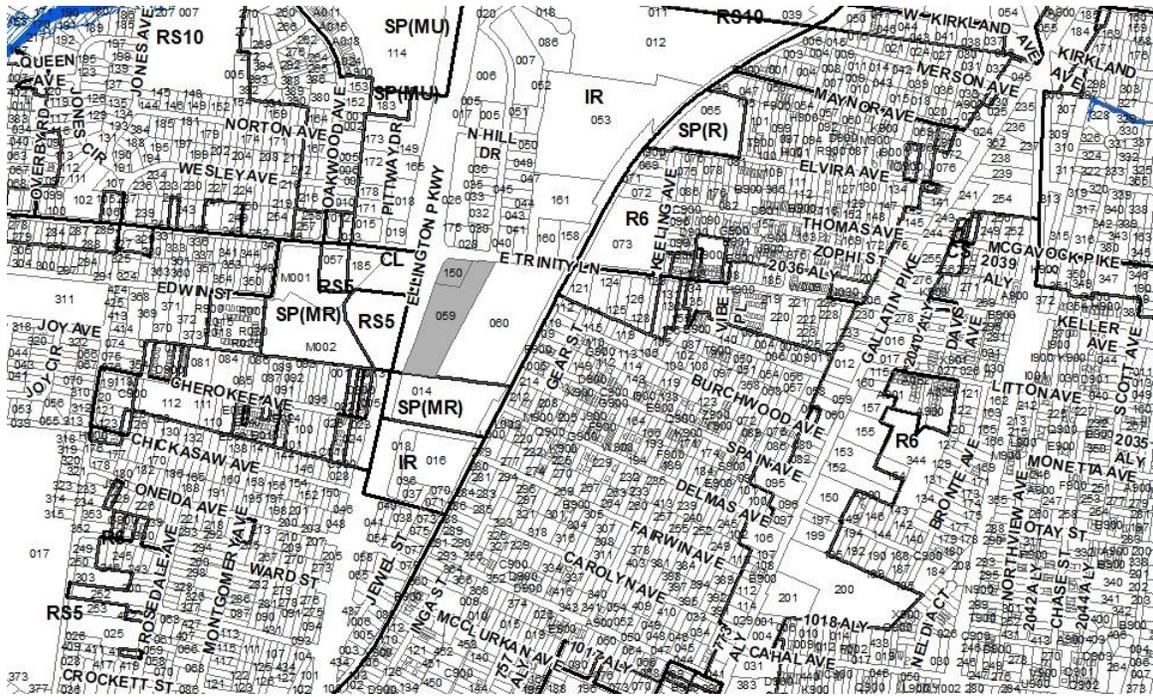
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 072 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, 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, 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.

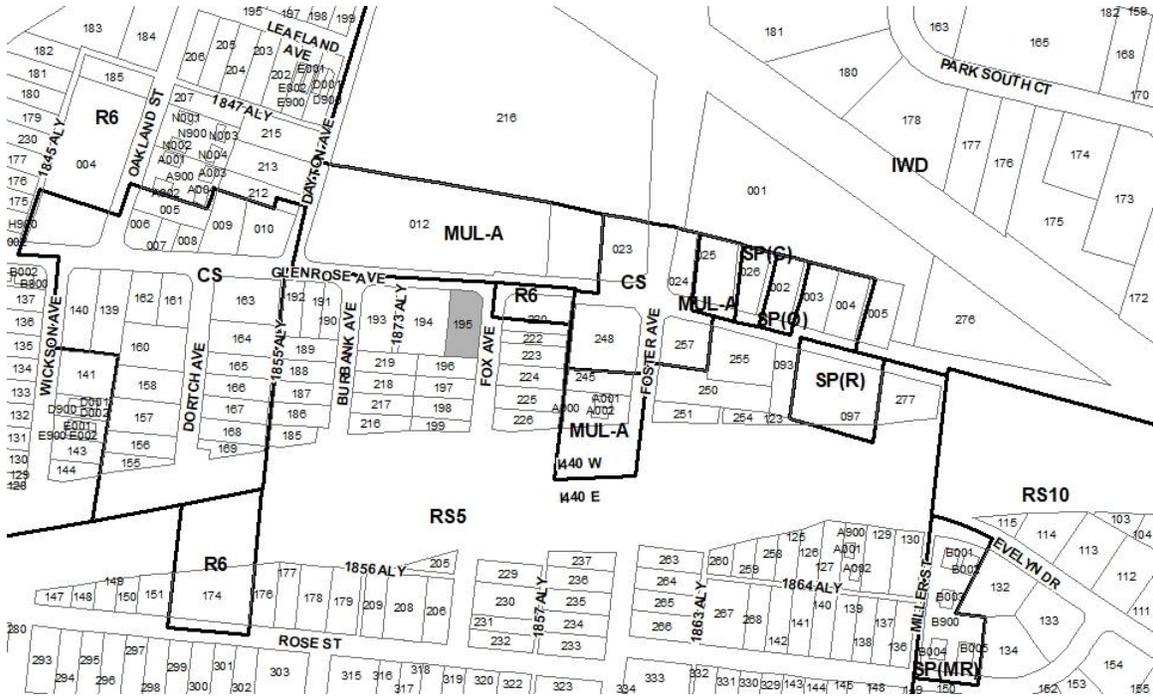
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 119 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, 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.

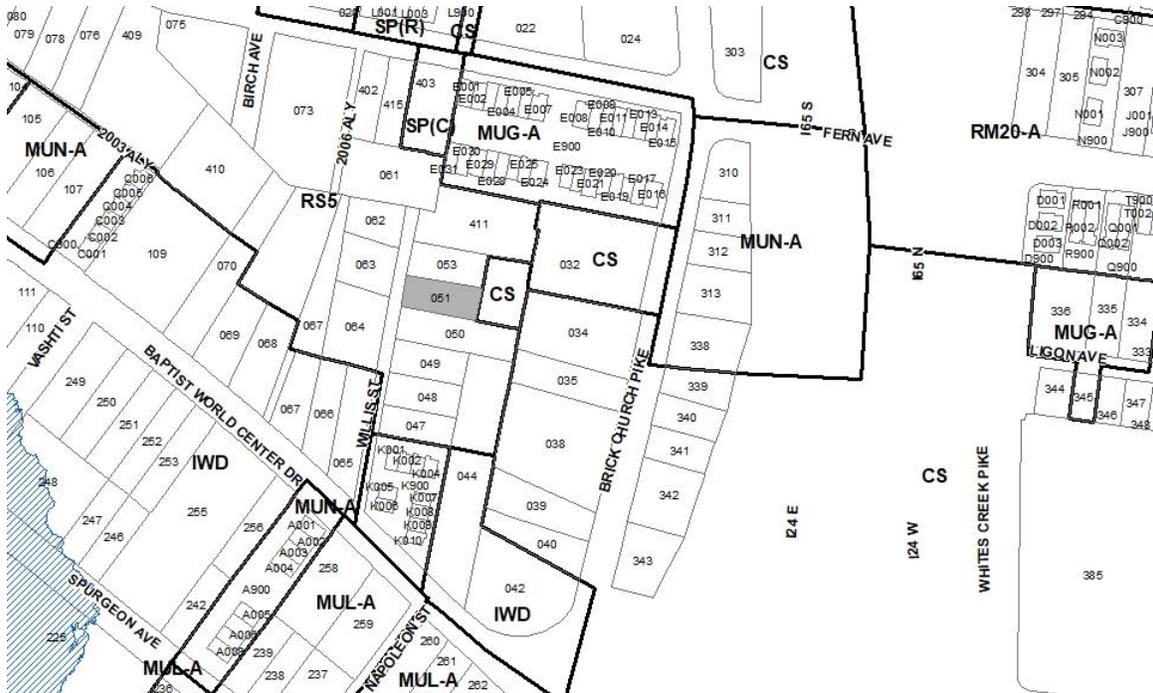
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Property Parcel No. 051 as designated on Map 071-14 of said Official Zoning Map for Metropolitan Nashville and Davidson 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 #: BL2021-608, **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.

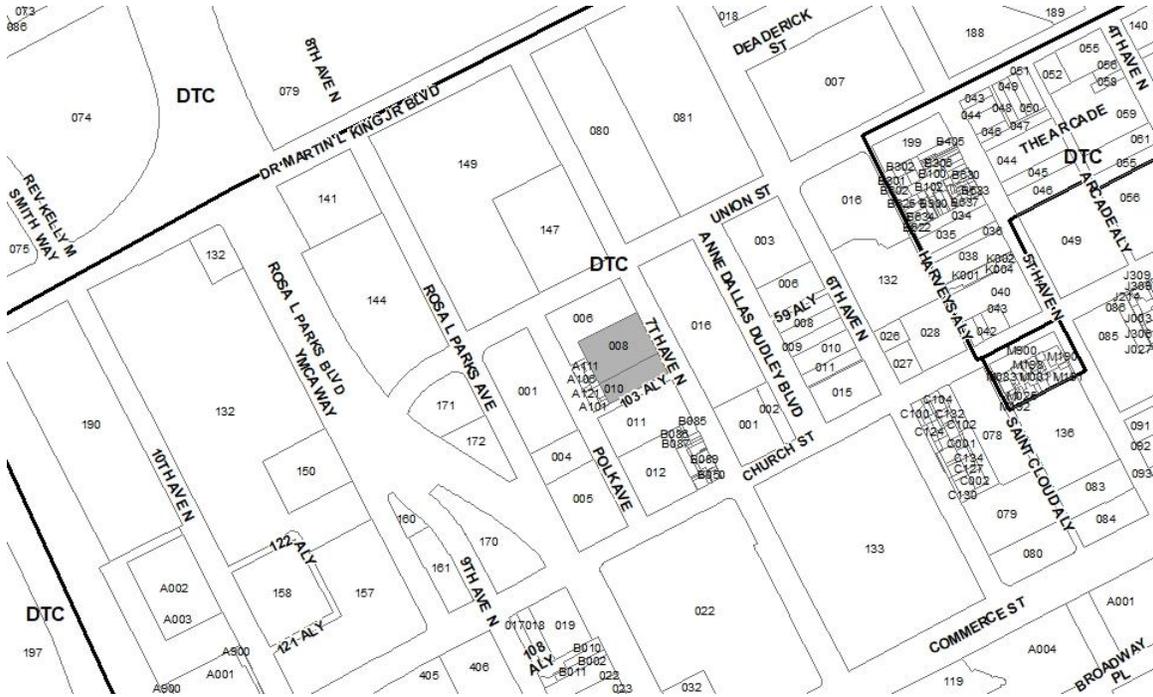
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 093 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, 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



Legend

 James Robertson Subdistrict - page 18	 Upper Broadway Subdistrict - page 26	 Lafayette Subdistrict - page 38	 Gulch North Subdistrict - page 46
 Core Subdistrict - page 20	 SoBro Subdistrict - page 34	 Rutledge Hill Subdistrict - page 40	 Hope Gardens Subdistrict - page 50
 Core Historic Subdistrict - page 22	 River Subdistrict - page 32	 Rutledge River Subdistrict - page 44	 Sulphur Dell Subdistrict - page 52
 2nd and Broadway Subdistrict - page 28	 Rolling Mill Hill Subdistrict - page 42	 Gulch South Subdistrict - page 48	 DTC Boundary

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

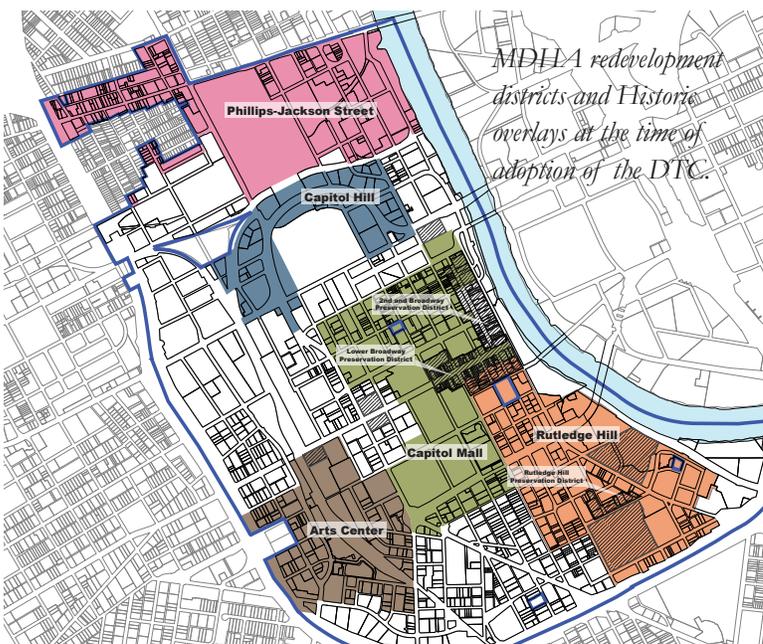
- Downtown Nashville consists of numerous neighborhoods with unique character. The development standards for the DTC are organized by Subdistricts, which establish the zoning of each neighborhood to create or maintain the envisioned character.
- The DTC is divided into 4 Areas (North, South, West and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

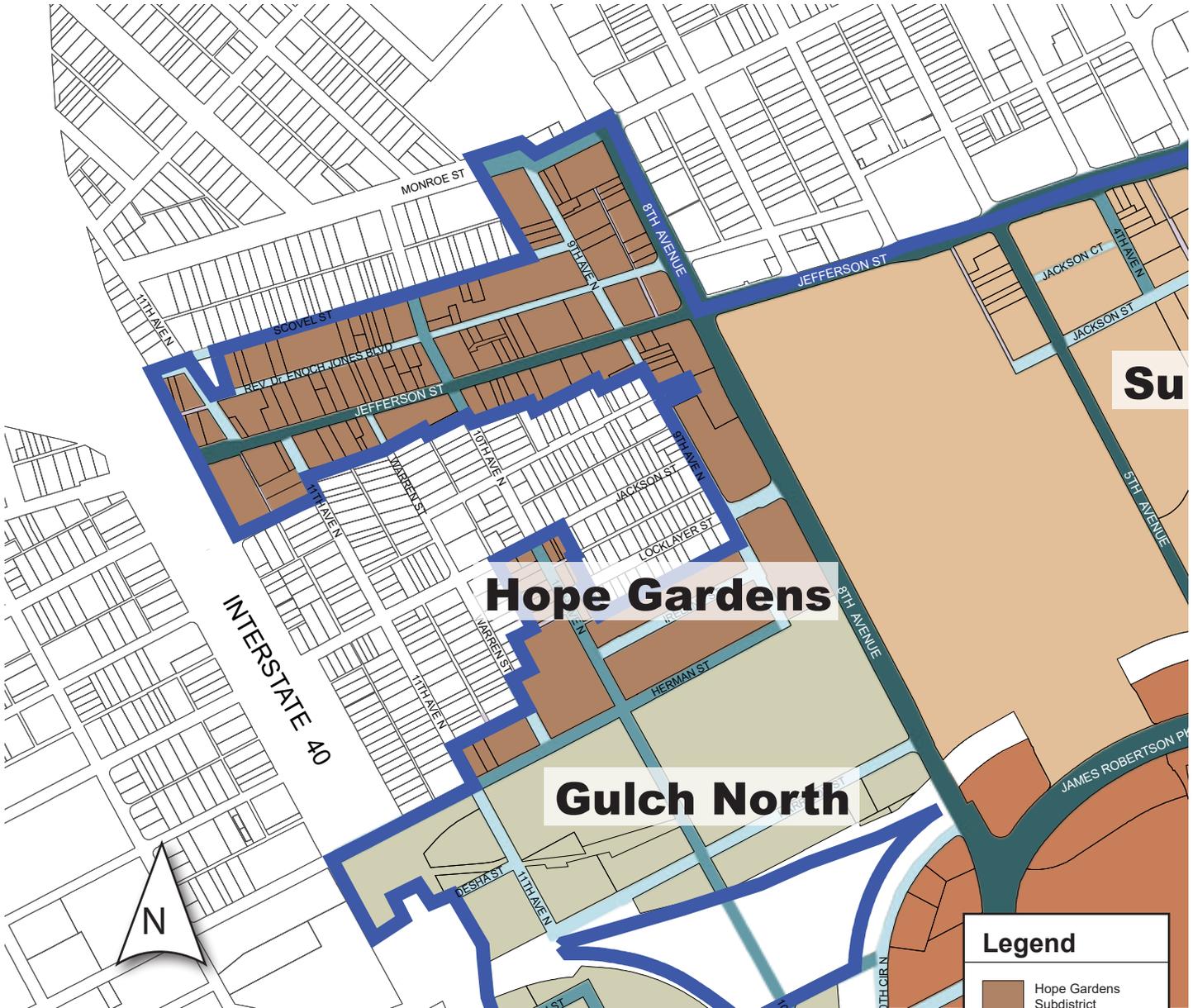
Overlapping Plans

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.

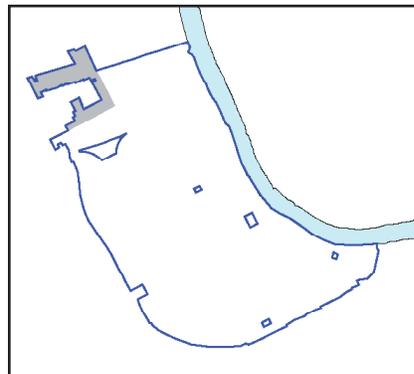


Section II: Subdistrict Standards

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.



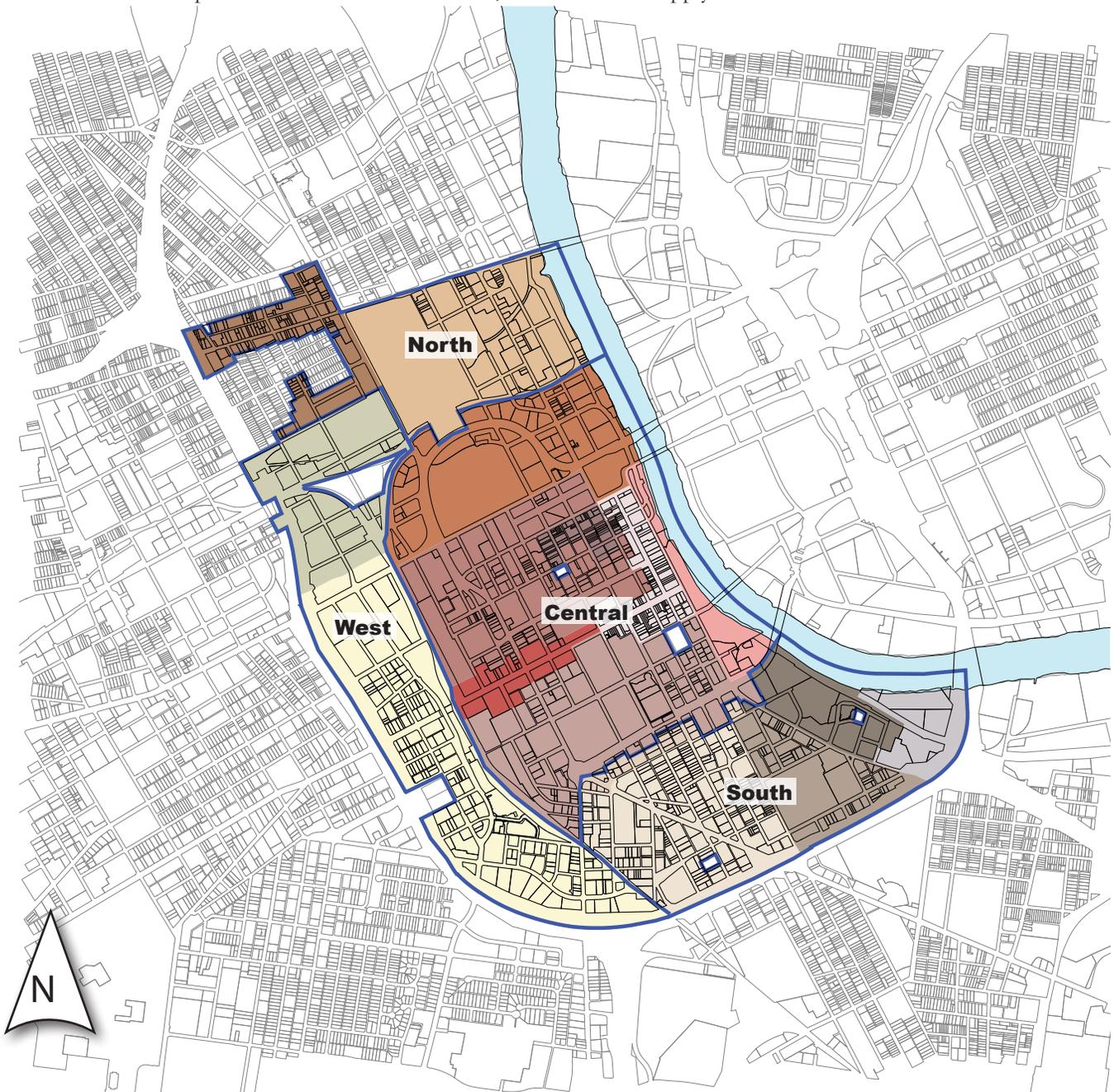
Section III: Uses

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.

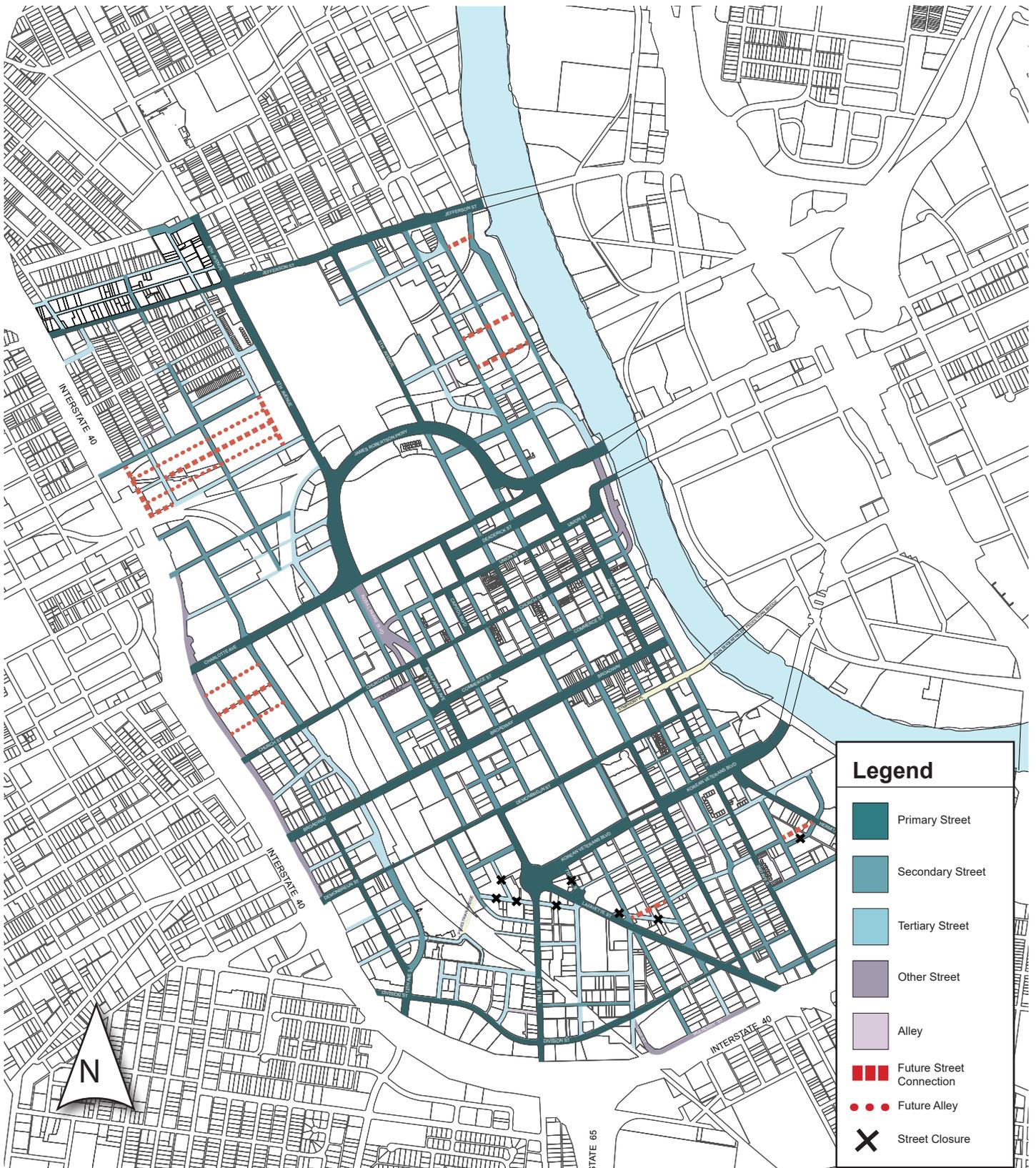
Uses Area boundaries are the same as Subdistrict boundaries. To determine the allowed land uses, locate the property on the Area Plan, and refer to the Area column on the Land Use Chart for the allowed uses.

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.



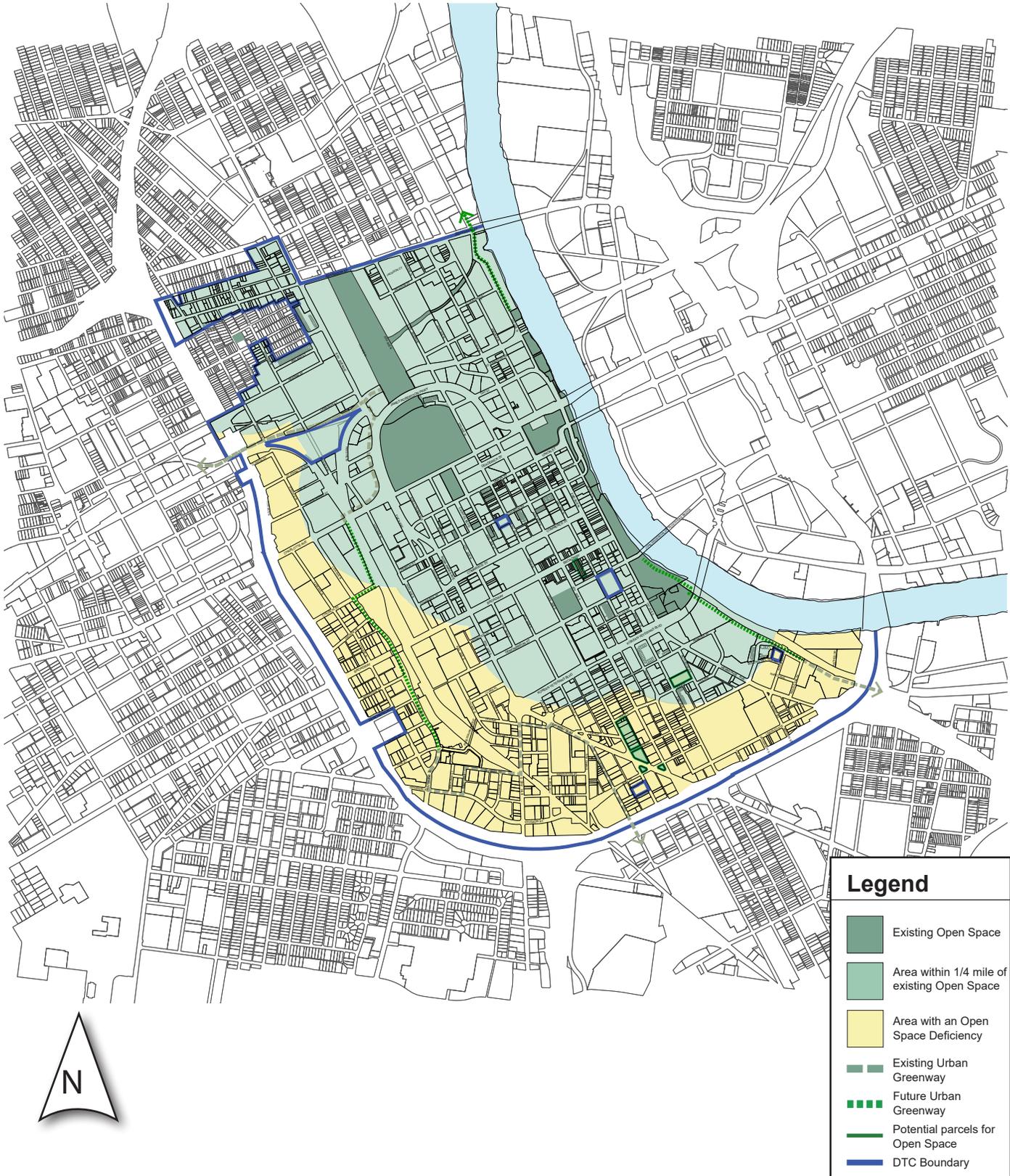
Section IV: General Standards

Future Streets Plan



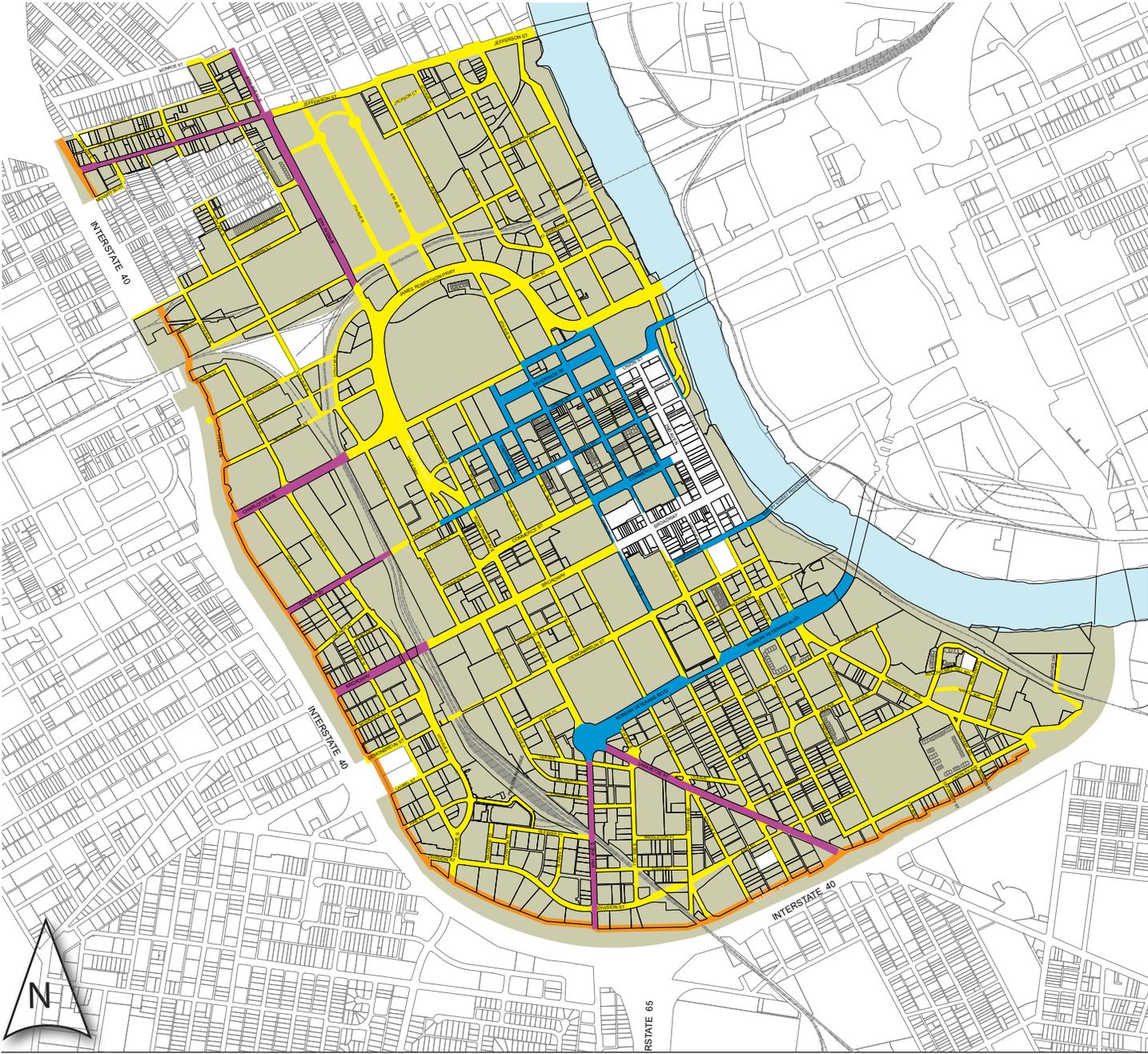
Section IV: General Standards

Open Space Plan



Section V: Sign Standards

Signs: Map of Street Types for Signage Standards



Legend

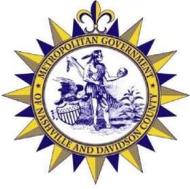
	Transitional Street		Interstate
	Pedestrian Street		Printers' Alley
	Gateway Street		Applicable properties

- 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 #: BL2021-611, **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.

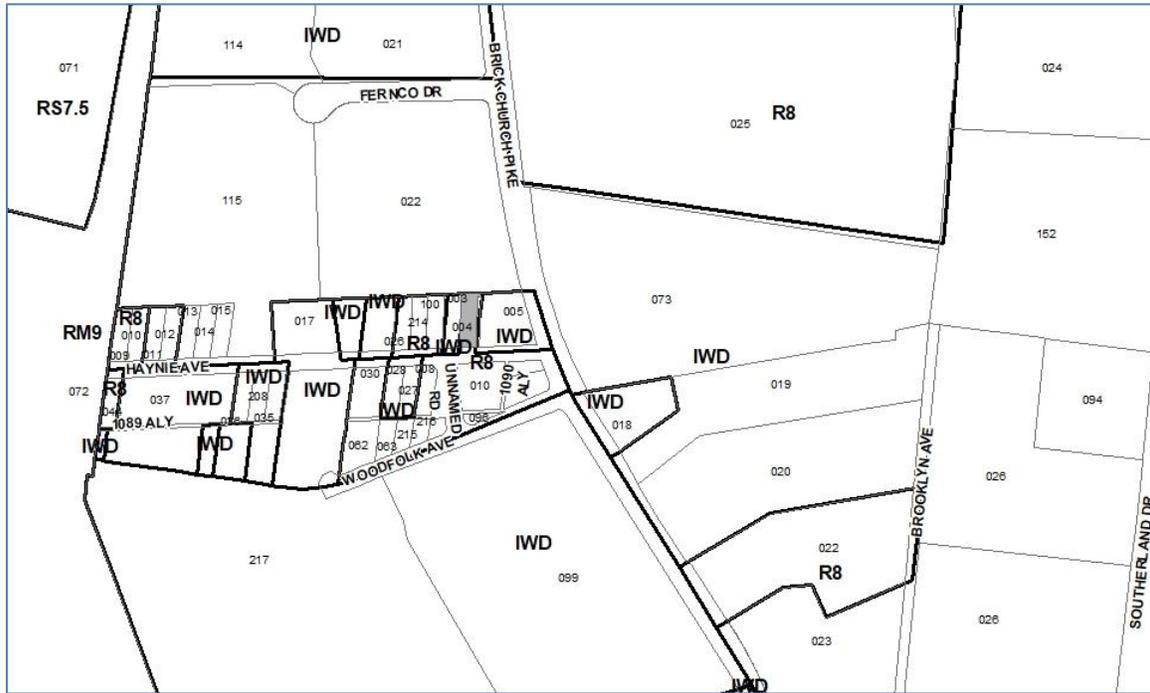
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 060 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, 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 #: 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 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 by ordinance 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 (1) review and investigate the circumstances surrounding the bombing,; (2) to make recommendations regarding possible improvements, procedures, and policy changes to reduce the likelihood of another bombing in Nashville; and (3) 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 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 _____

Date _____

John Cooper



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.

File #: BL2021-614, **Version:** 1

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:

INTRODUCED BY:

DocuSigned by:

Scott Potter

994E7D0AE02B458
Scott A. Potter, Director
Water and Sewerage Services

DocuSigned by:

Trael Webb

D56E33C09916450
Trael Webb, Director
Public Property Administration

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

6A0D287069214E9
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

Tara Ladd

E655E0378FF2407
Assistant Metropolitan Attorney

Kiyomichi Iwamoto
Kathleen D Murphy
Robert Auck
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.

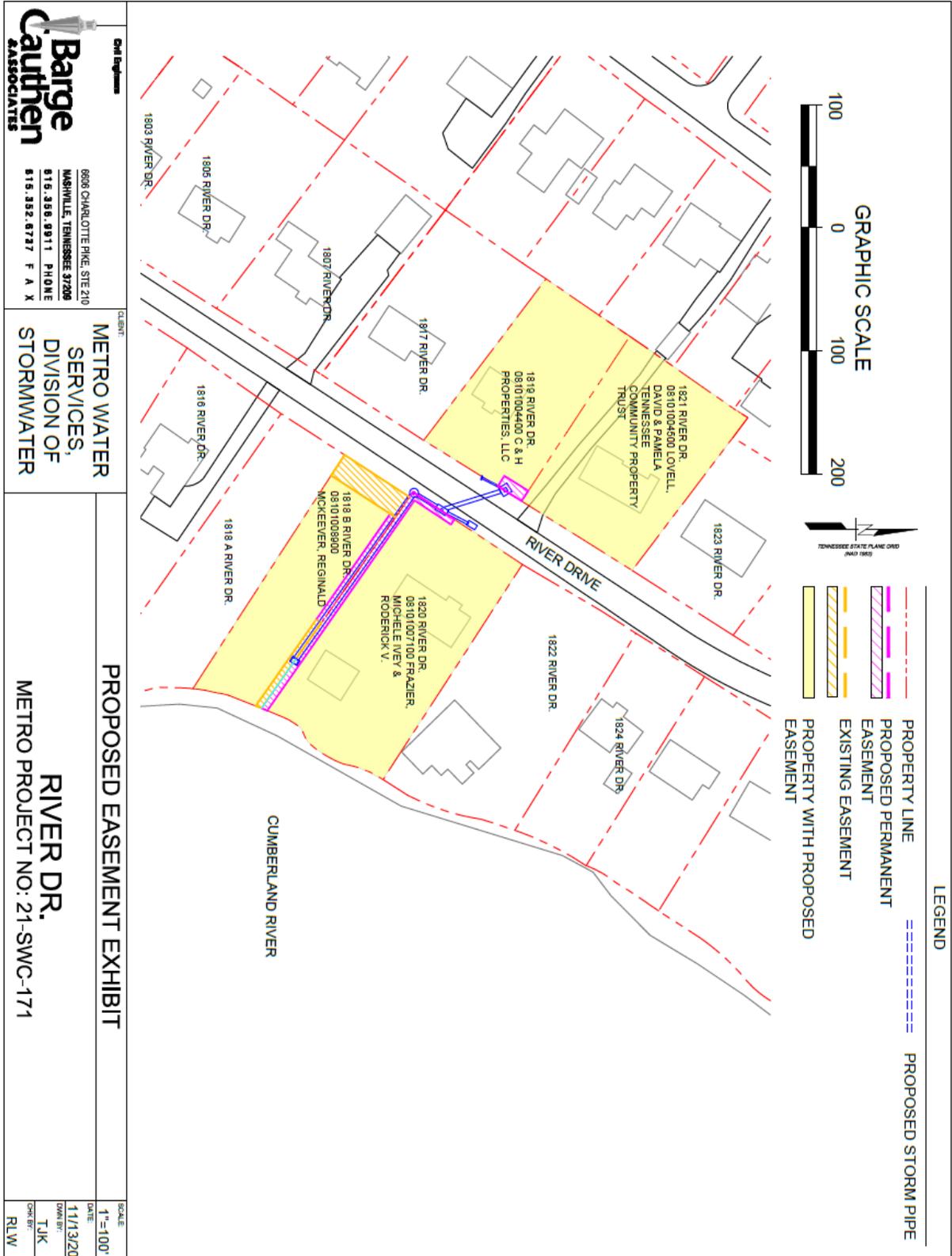
Sincerely,

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

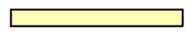
Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: River Drive Stormwater Improvement Project
Planning Commission Mandatory Referral #2020M-107ES-001
 Council District #02 – Kyonzté Toombs, Council Member

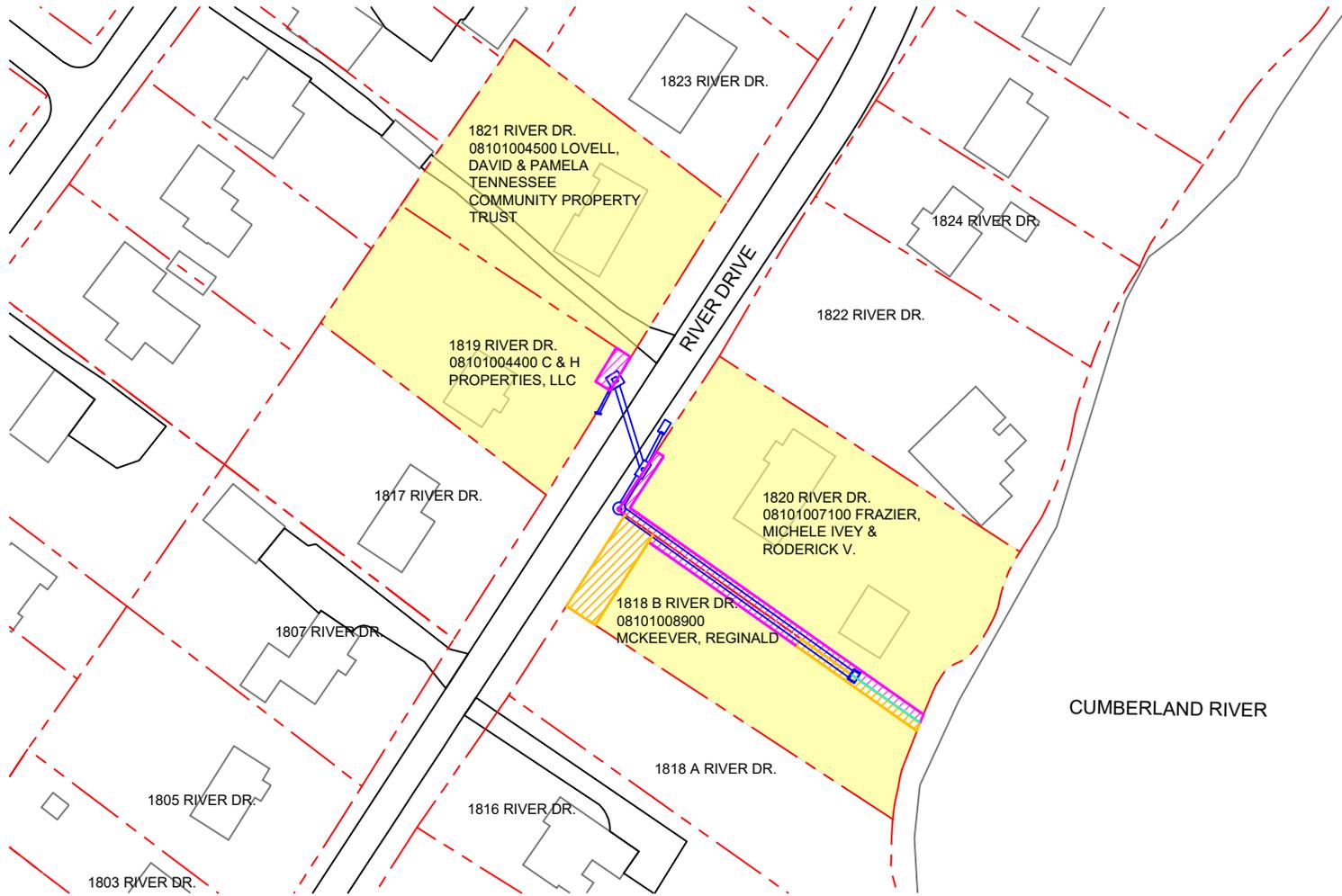
A request for the approval of permanent and temporary easements needed to construct the River Drive Stormwater Improvement Project. These easements are to be acquired through negotiations and acceptance. (see sketch for details). (MWS Project Nos. 21-SWC-171).



LEGEND

-  PROPERTY LINE
-  PROPOSED PERMANENT EASEMENT
-  EXISTING EASEMENT
-  PROPERTY WITH PROPOSED EASEMENT
-  PROPOSED STORM PIPE

GRAPHIC SCALE



Civil Engineers



6606 CHARLOTTE PIKE, STE 210
NASHVILLE, TENNESSEE 37209
815.356.9911 PHONE
815.352.8737 F A X

CLIENT:

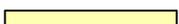
**METRO WATER SERVICES,
DIVISION OF
STORMWATER**

PROPOSED EASEMENT EXHIBIT

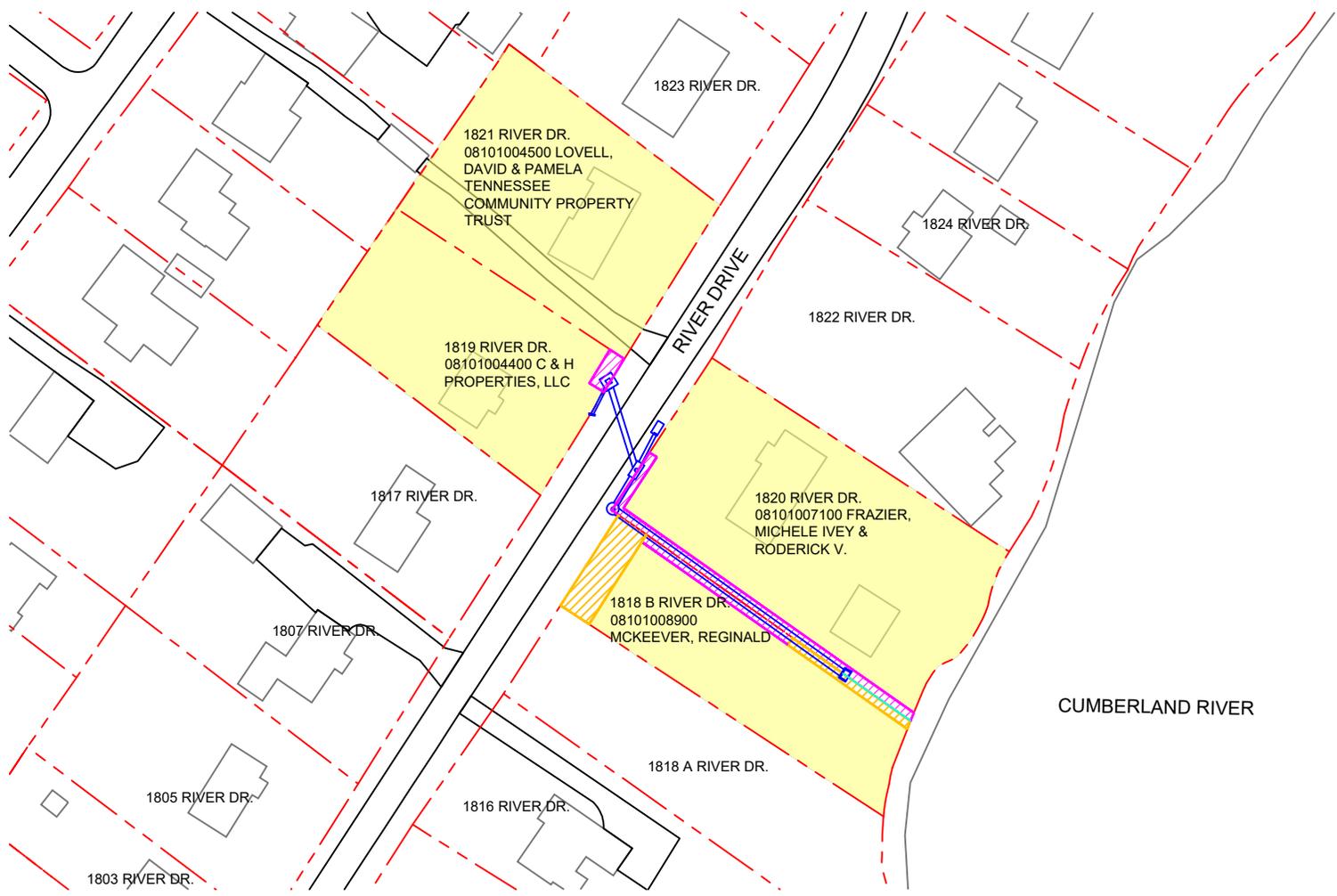
RIVER DR.
METRO PROJECT NO: 21-SWC-171

SCALE:	1"=100'
DATE:	11/13/20
DWN BY:	TJK
CHK BY:	RLW

LEGEND

-  PROPERTY LINE
-  PROPOSED PERMANENT EASEMENT
-  EXISTING EASEMENT
-  PROPERTY WITH PROPOSED EASEMENT
-  PROPOSED STORM PIPE

GRAPHIC SCALE



Civil Engineers



6606 CHARLOTTE PIKE, STE 210
NASHVILLE, TENNESSEE 37209
815.356.9911 PHONE
815.352.8737 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:

INTRODUCED BY:

DocuSigned by:

Scott Potter

Scott A. Potter, Director
Water and Sewerage Services

Kathleen D Murphy

Robert Auck

DocuSigned by:

Trael Webb

Trael Webb, Director
Public Property Administration

Council Member(s)

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

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 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.

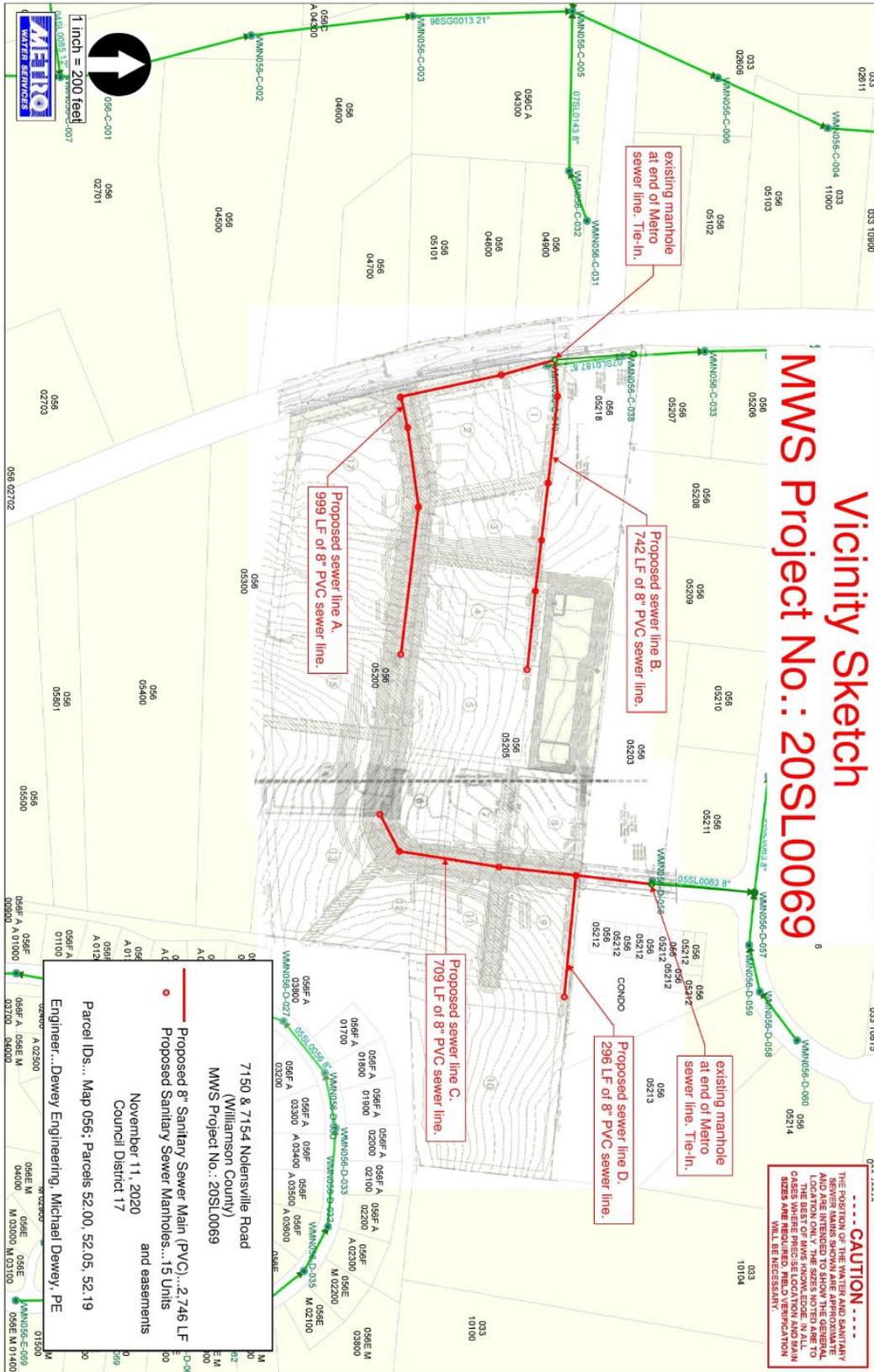
Sincerely,

A handwritten signature in cursive script that reads "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

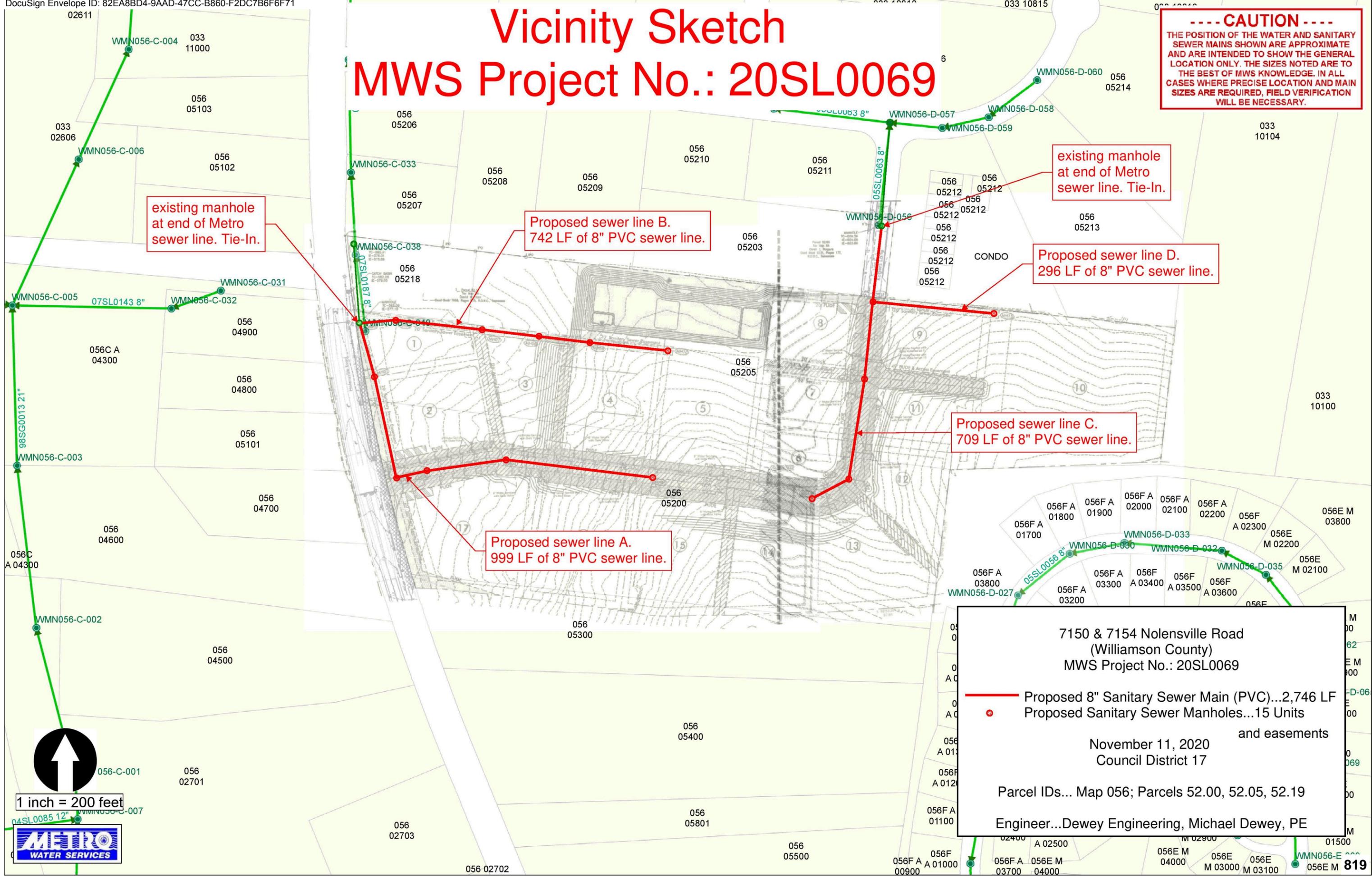
A request for the acceptance of approximately 2,746 linear feet of 8-inch sanitary sewer main (PVC), 15 sanitary sewer manholes, and easements in Williamson County to serve this development at Nolensville Road. (see sketch for details). (MWS Project No. 20-SL-69).



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 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

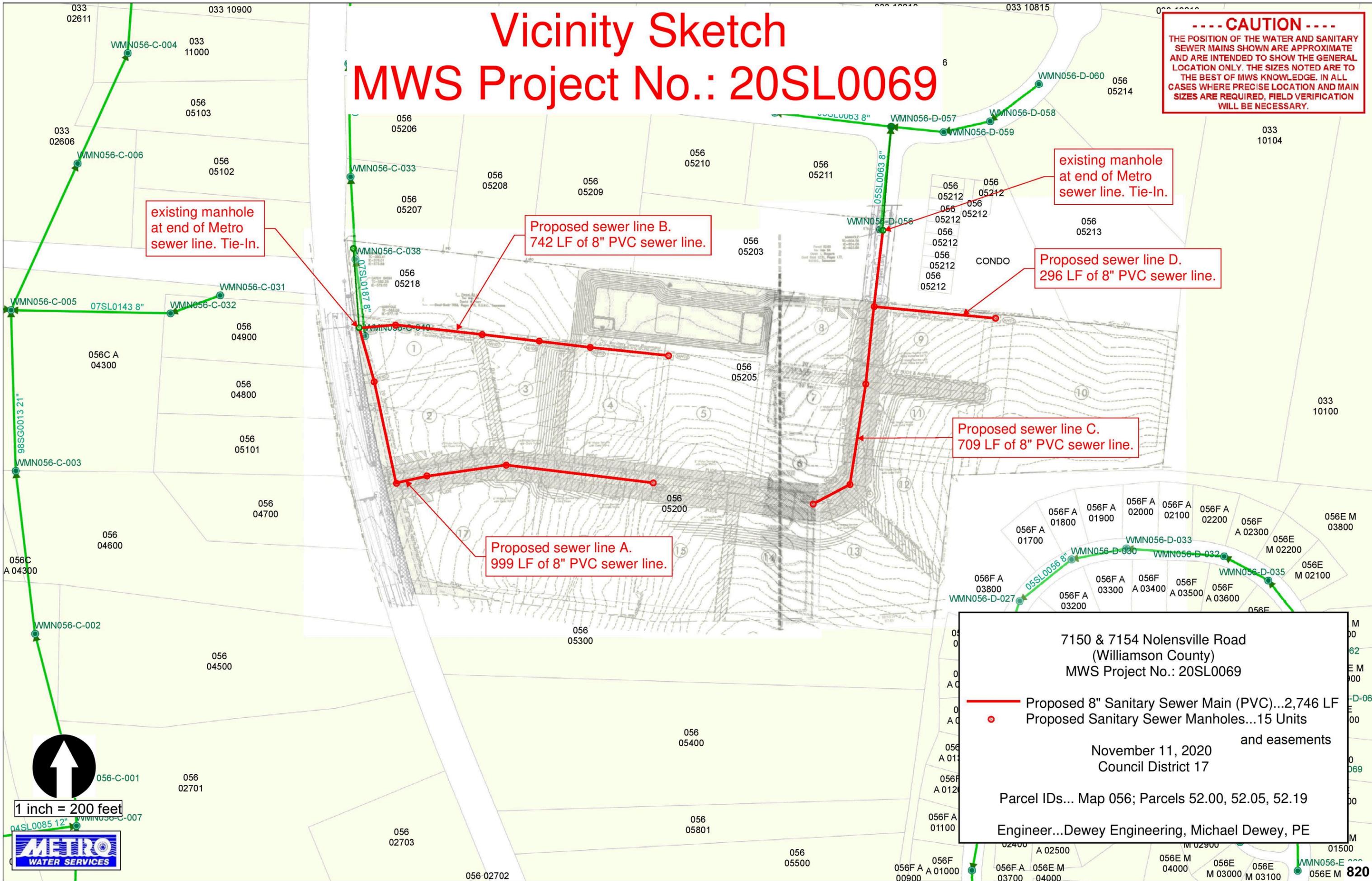
Engineers...Dewey Engineering, Michael Dewey, PE

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

