



Metropolitan Nashville and Davidson County, TN Meeting Agenda

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

Metropolitan Council

Tuesday, March 16, 2021

6:30 PM

Metropolitan Courthouse

Announcements

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes

Notice of Electronic Meeting and Public Access

Members of the public are encouraged not to attend this meeting in person in order to protect the public health, safety, and welfare. Council Members will participate electronically, and members of the public may watch the meeting live online at stream.nashville.gov. Metro Nashville and Davidson County residents can also view Metro Nashville Network on Comcast channel 3, AT&T Uverse channel 99, Google Fiber channel 3 and streaming on the MNN Roku channel.

Elections and Confirmations

[21-018](#)

Civil Service Commission

Appointment of Ms. Alysia Jones for a term expiring March 31, 2026.

[21-019](#)

Emergency Communications District Board

Reappointment of Mr. David Gleason for a term expiring February 14, 2025.

[21-020](#)

Emergency Communications District Board

Reappointment of Ms. Susan Mattson for a term expiring February 14, 2025.

[21-021](#)

Emergency Communications District Board

Appointment of Dr. Carolyn Baldwin Tucker for a term expiring February 14, 2025.

[21-022](#)

Fair Commissioners Board

Appointment of Ms. Sandra V. Moore for a term expiring April 6, 2025.

[21-023](#)

Farmers Market Board

Appointment of Mr. Will Radford for a term expiring May 5, 2026.

[21-015](#)

Fire and Building Code Appeals Board

Reappointment of Mr. Cal Nielson for a term expiring March 1, 2025.

Legislative History

3/2/21 Metropolitan Council deferred

[21-024](#)

Plumbing Examiners and Appeals Board

Reappointment of Ms. Valarie Franklin for a term expiring March 10, 2025.

[21-025](#)

Work Release Commission

Appointment of Reverend Ron W. Parham for a term expiring March 16, 2025.

[21-026](#)

Work Release Commission

Appointment of Ms. L. Denise Sawyers for a term expiring March 16, 2025.

Legislative History3/9/21 Metropolitan Council referred to the Rules, Confirmations, and
Public Elections Committee
3/16/21 recommended for deferral[21-027](#)

Zoning Appeals Board

Appointment of Mr. Joseph Cole for a term expiring February 26, 2026.

Resolutions Adopted on Consent[RS2021-794](#)

A resolution approving a Memorandum of Understanding to transfer solid waste disposal responsibilities from the Department of Public Works to the Department of Water and Sewerage Services along with the related operational activities, personnel, and equipment.

Sponsors:

Rutherford, Nash and Allen

Attachments:[RS2021-794 MOU](#)**Legislative History**

2/23/21	Metropolitan Council	referred to the Personnel, Public Information, Human Relations, and Veterans Committee
3/2/21	recommended for deferral	
3/16/21	recommended for deferral	
2/23/21	Metropolitan Council	referred to the Public Works Committee
3/2/21	recommended for deferral to April 6, 2021	
3/16/21	recommended for deferral	
3/2/21	Metropolitan Council	deferred
3/9/21	Metropolitan Council	referred to the Budget and Finance Committee
3/15/21	recommended for deferral	

RS2021-805 A resolution requesting the Office of the Trustee to allow property tax payments received during the first five days of March to not be considered delinquent as a result of the February 2021 winter weather event.

Sponsors: Hurt, Toombs, Bradford, Rosenberg, Hall, Roberts, Benedict, Hancock, Gamble, Vercher, Porterfield, Nash, Welsch, Hausser, Styles, Syracuse, Suara, Withers, Taylor and Allen

Attachments: [RS2021-805](#)
[RS2021-805 Amendment](#)
[RS2021-805 Amendment 2](#)

Legislative History

3/1/21	Budget and Finance Committee	approved
3/2/21	Metropolitan Council	amended
3/2/21	Metropolitan Council	deferred

RS2021-806 A resolution approving amendment two to the Consumer Financial Protection Initiative grant from the Cities for Financial Empowerment Fund, Inc. ("CFE Fund") to the Metropolitan Government, acting by and through the Office of the Mayor, to support municipal engagement to improve the financial stability of low and moderate income households.

Sponsors: Toombs, Hurt, Welsch and Suara

Attachments: [RS2021-806 Grant Amendment](#)

Legislative History

3/15/21	Budget and Finance Committee	approved
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[RS2021-807](#) A resolution approving an intergovernmental agreement between the State of Tennessee, by and through the Department of Safety and Homeland Security, and the Metropolitan Government of Nashville and Davidson County, by and through the Davidson County Sheriff's Office, for the Commercial Driver License (CDL) Third Party Testing Program.

Sponsors: Toombs and Gamble

Attachments: [RS2021-807 Contract](#)

Legislative History

3/15/21	Budget and Finance Committee	approved
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[RS2021-808](#) A resolution to approve a lease extension between The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Clerk's Office and Grace's Plaza, LTD., for office space at 4009 Hillsboro Pike. (Proposal No. 2021M-005AG-001).

Sponsors: Pulley, Toombs and Murphy

Attachments: [RS2021-808 Exhibit](#)

Legislative History

2/11/21	Planning Commission	approved
3/15/21	Budget and Finance Committee	approved
3/15/21	Planning, Zoning, and Historical Committee	approved

[RS2021-809](#) A resolution appropriating to certain accounts for the benefit of the Administrative Department, Davidson County Sheriff's Office, Sports Authority, and Metropolitan Action Commission Twenty Five Million Seven Hundred and Forty Two Thousand Eight Hundred Dollars (\$25,742,800).

Sponsors: Toombs

Attachments: [RS2021-809 Amendment](#)

Legislative History

3/15/21	Budget and Finance Committee	approved with an amendment
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[RS2021-810](#) A resolution appropriating the amount of \$18,838,300.00 from the General Fund Reserve Fund for the purchase of equipment and building repairs for various departments of The Metropolitan Government of Nashville and Davidson County.

Sponsors: Toombs

Attachments: [RS2021-810 General Fund Information Sheets](#)

Legislative History

3/15/21	Budget and Finance Committee	approved
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[RS2021-811](#) A resolution to approve the Second Amendment to two grant contracts for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Crossroads Campus and Westminster Home Connection.

Sponsors: Suara, Toombs and Allen

Attachments: [RS2021-811 Legislation Packet](#)

Legislative History

3/15/21	Affordable Housing Committee	approved
3/15/21	Budget and Finance Committee	approved

[RS2021-812](#) A resolution approving amendment two to a subrecipient grant agreement from the Metropolitan Development and Housing Agency (MDHA), to the Metropolitan Government, acting by and through the Metropolitan Action Commission, to address rent and mortgage assistance for up to three months for eligible households resulting from the COVID-19 pandemic.

Sponsors: Suara, Toombs, Taylor and Welsch

Attachments: [RS2021-812 Contract Amendment](#)

Legislative History

3/15/21	Affordable Housing Committee	approved
3/15/21	Budget and Finance Committee	approved

[RS2021-813](#) A resolution accepting a Victims of Crime Act (VOCA) grant from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to The Metropolitan Government, acting by and through the Metropolitan Nashville Office of Family Safety, to fund office equipment purchases.

Sponsors: Toombs and Gamble

Attachments: [RS2021-813 Exhibit](#)

Legislative History

3/15/21	Budget and Finance Committee	approved
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[RS2021-814](#) A resolution approving an application for an Improving Criminal Justice Response to Domestic and Dating Violence, Sexual Assault, and Stalking Grant from the U. S. Department of Justice to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Family Safety, to expand high-risk Coordinated Community Response (CCR) teams to reduce the risk of homicide and address high-risk victimization.

Sponsors: Toombs, Gamble and Suara

Attachments: [RS2021-814 Grant Application](#)

Legislative History

3/15/21 Budget and Finance approved
 Committee

[RS2021-815](#) A resolution approving amendment seven to a contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Vanderbilt University Medical Center to participate as a member site in the CDC Tuberculosis Trials Consortium studies.

Sponsors: Toombs, Taylor and Welsch

Attachments: [RS2021-815 Contract Amendment](#)

Legislative History

3/15/21 Budget and Finance approved
 Committee

[RS2021-816](#) A resolution approving amendments one and two to a grant from the U.S. Department of Health and Human Services to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to prepare, prevent, and respond to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS program recipients.

Sponsors: Taylor, Welsch and Bradford

Attachments: [RS2021-816 Grant Amendment](#)

[RS2021-817](#) A resolution approving amendment one to a grant from the Tennessee Department of Health to The Metropolitan Government, acting by and through the Metropolitan Board of Health, to provide HIV/AIDS core medical services and early intervention services.

Sponsors: Toombs, Taylor, Welsch and Bradford

Attachments: [RS2021-817 Grant Amendment](#)

Legislative History

3/15/21 Budget and Finance approved
 Committee

[RS2021-818](#) A resolution approving a contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Nurture the Next to provide funding for a program coordinator for the collective impact initiative, ACE Nashville.

Sponsors: Toombs, Taylor and Welsch

Attachments: [RS2021-818 Contract](#)

Legislative History

3/15/21 Budget and Finance approved
Committee

[RS2021-819](#) A resolution accepting an Emergency Medical Service (EMS) Ambulance Assistance Program Grant from Horne, LLP, in conjunction with the Tennessee Department of Health, to the Metropolitan Government, acting by and through the Metropolitan Nashville Fire Department, for the purchase and installation of ambulance lighting.

Sponsors: Toombs and Gamble

Attachments: [RS2021-819 Grant Summary](#)

Legislative History

3/15/21 Budget and Finance approved
Committee

[RS2021-820](#) A resolution accepting a Homeland Security Grant from the Tennessee Emergency Management Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, to fund costs related to enhancing cyber risk assessment, terrorism prevention, catastrophic event response, and environmental hazards.

Sponsors: Toombs, Gamble and Suara

Attachments: [RS2021-820 Legislation Packet](#)

Legislative History

3/15/21 Budget and Finance approved
Committee

[RS2021-821](#) A resolution authorizing the Metropolitan Department of Law to compromise and settle the civil rights claim of Daniel Hambrick against the Metropolitan Government of Nashville and Davidson County in the amount of \$2,250,000.00, with said amount to be paid out of the Judgments and Losses Fund.

Sponsors: Toombs and Welsch

Attachments: [RS2021-821 Letter to Clerk](#)

Legislative History

3/15/21 Budget and Finance approved
Committee

[RS2021-822](#) A resolution authorizing Muse Nashville, LLC to construct and install an aerial encroachment at 65 Lindsley Avenue. (Proposal No. 2021M-008EN-001).

Sponsors: OConnell, Murphy and Nash

Attachments: [RS2021-822 Insurance Certificate](#)
[RS2021-822 License Agreement](#)

Legislative History

2/11/21	Planning Commission	approved
3/15/21	Planning, Zoning, and Historical Committee	approved

[RS2021-823](#) A resolution authorizing Café Intermezzo, Inc. to construct and install an aerial encroachment at 205 Demonbreun Street. (Proposal No. 2021M-009EN-001).

Sponsors: OConnell, Murphy and Nash

Attachments: [RS2021-823 Insurance Certificate](#)
[RS2021-823 License Agreement](#)

Legislative History

2/19/21	Planning Commission	approved
3/15/21	Planning, Zoning, and Historical Committee	approved

[RS2021-824](#) A resolution authorizing Regions Financial Corporation to construct and install an aerial encroachment at 301 Donelson Pike. (Proposal No. 2020M-038EN-001).

Sponsors: Rhoten, Murphy and Nash

Attachments: [RS2021-824 Legislation Packet](#)

Legislative History

12/16/20	Planning Commission	approved
3/15/21	Planning, Zoning, and Historical Committee	approved

[RS2021-825](#) A resolution approving Supplement #1 to an Intergovernmental Agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to construct PIN Number 103764.00, SR-112, (Clarksville Highway), from SR-12 (Ashland City Highway) to SR-155 (Briley Parkway), State Project No. 19046-2214-14, MWS Project Nos. 16-SC-0034 and 16-WC-0042 and Proposal No. 2017M-014AG-002).

Sponsors: Hall, Toombs, Murphy and Nash

Attachments: [RS2021-825 Contract Supplement](#)

Legislative History

3/1/21	Planning Commission	approved
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3/15/21 Budget and Finance approved
Committee

3/15/21 Planning, Zoning, and approved
Historical Committee

[RS2021-826](#) A resolution approving an amendment to the Cooperative Agreement with the United States Department of Agriculture - National Resources Conservation Service to stabilize the stream banks and protect a main sewer line along Mansker Creek near Old Springfield Pike in Davidson County. (MWS Project No. 5110 EWP)

Sponsors: Young, Toombs and Nash

Attachments: [RS2021-826 Contract Amendment](#)

Legislative History

3/15/21 Budget and Finance approved
Committee

[RS2021-827](#) A resolution to amend Ordinance No. BL2020-589 to authorize The Metropolitan Government of Nashville and Davidson County to accept additional sanitary sewer main, for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5 (MWS Project Nos. 20-WL-40 and 20-SL-75 and Proposal No. 2020M-101ES-002).

Sponsors: Rutherford, Murphy and Nash

Attachments: [RS2021-827 Exhibit](#)

Legislative History

2/11/21 Planning Commission approved

3/15/21 Planning, Zoning, and approved
Historical Committee

[RS2021-828](#) A resolution honoring the workers who assisted Nashville throughout the recent winter storm.

Sponsors: Styles, Rosenberg, OConnell, Nash, Bradford, Cash, Johnston, Syracuse, Suara, Pulley, Hausser, Allen, Evans, Toombs, Benedict, Druffel, Gamble, Glover, Hagar, Hall, Hancock, Henderson, Hurt, Mendes, Murphy, Parker, Rhoten, Roberts, Rutherford, Sepulveda, Sledge, Swope, Taylor, VanReece, Vercher, Welsch, Withers and Lee

Legislative History

3/9/21 Metropolitan Council filed

[RS2021-829](#) A Resolution honoring the life of Elizabeth Duff.

Sponsors: Lee, Hurt and Suara

Legislative History

3/9/21 Metropolitan Council filed

[RS2021-830](#) A resolution recognizing the 55th Anniversary of the 1966 Pearl High School State Basketball Championship team.

Sponsors: Hurt, Suara, Pulley, Toombs, Allen and Henderson

Legislative History

3/9/21 Metropolitan Council filed

[RS2021-831](#) A resolution recognizing the month of March as “Women’s History Month” in Nashville and Davidson County, and further recognizing the contributions of Diane Nash as part of the month-long celebration.

Sponsors: VanReece, Suara, Allen, Benedict, Styles, Gamble, Vercher, Evans, Welsch, Toombs, Hancock, Hurt, Hausser and Porterfield

Legislative History

3/9/21 Metropolitan Council filed

Late Resolutions

[RS2021-832](#) A resolution accepting a grant from State Farm to The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, for the acquisition and training of an accelerant detection canine team.

Sponsors: Toombs

Attachments: [RS2021-832 Grant Exhibit](#)

Legislative History

3/15/21 Budget and Finance approved
 Committee

[RS2021-833](#) A resolution expressing opposition to House Bill 1280/Senate Bill 1342 which proposes to mandate nonpartisan races for all offices elected in countywide elections in Davidson County and Shelby County.

Sponsors: Vercher and Allen

Attachments: [RS2021-833](#)

Bills on Introduction and First Reading

[BL2021-675](#) An Ordinance to amend Chapter 3.52 of the Metropolitan Code pertaining to Councilmember compensation studies.

Sponsors: Toombs and Styles

Legislative History

3/9/21 Metropolitan Council filed

[BL2021-676](#) An ordinance amending Title 4 of the Metropolitan Code pertaining to the membership of the Procurement Standards Board and certain contract requirements.

Sponsors: Sepulveda, Porterfield, Bradford, Styles, Rosenberg, Toombs, Vercher, Suara, Taylor, OConnell, Gamble, Benedict, VanReece, Hurt, Young, Sledge, Lee, Parker, Hausser, Rutherford, Welsch, Nash and Withers

Legislative History

3/9/21 Metropolitan Council filed

[BL2021-677](#) An ordinance amending Metro Code Chapter 10.20 Waste Management by adding Article V to allow for the Metropolitan Government to recover costs for development plans review by the Department of Public Works relating to waste management.

Sponsors: Allen, Nash and Sledge

[BL2021-678](#) An ordinance amending Chapter 12.68 of the Metropolitan Code of Laws by adding a section regulating the transportation of liquefied petroleum gas.

Sponsors: OConnell

[BL2021-679](#) An ordinance amending Title 13 of the Metropolitan Code of Laws to clarify exemptions applicable to vehicle emissions sensors.

Sponsors: Rosenberg

Legislative History

3/9/21 Metropolitan Council filed

[BL2021-680](#) An Ordinance to amend Section 16.04.200 of the Metropolitan Code to require fence cross beams and bracing to face the interior of the property.

Sponsors: Hurt

Legislative History

3/9/21 Metropolitan Council filed

[BL2021-681](#) 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 Division Street from 8th Avenue South to 9th Avenue South to "Old Division Street". (Proposal Number 2021M-001SR-001).

Sponsors: OConnell, Murphy and Nash

Attachments: [BL2021-681 Property Map](#)
[Historical Commission Staff Report](#)

Legislative History

2/11/21 Planning Commission approved with conditions

[BL2021-682](#) An Ordinance authorizing Mill Creek Residential Trust, LLC to install, construct and maintain underground and aerial encroachments in the right-of-way located at 810 Division Street. (Proposal No. 2021M-005EN-001).

Sponsors: OConnell, Murphy and Nash

Attachments: [BL2021-682 Agreement](#)
[BL2021-682 Encroachment](#)
[BL2021-682 Insurance Certificate](#)

Legislative History

2/11/21 Planning Commission approved

[BL2021-683](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, a sanitary sewer manhole and easements, and to accept new sanitary sewer mains, sanitary sewer manholes and easements, for five properties located on Neely's Bend Road, also known as Fox Valley subdivision (MWS Project No.19-SL-182 and Proposal No. 2021M-012ES-001).

Sponsors: Hancock, Murphy and Nash

Attachments: [BL2021-683 Exhibit](#)

Legislative History

2/11/21 Planning Commission approved

[BL2021-684](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements, for eight properties located on Adams Street, Taylor Street and 1st Avenue North, also known as the Neuhooff Development (MWS Project Nos. 20-WL-35 and 20-SL-70 and Proposal No. 2021M-010ES-001).

Sponsors: OConnell, Murphy and Nash

Attachments: [BL2021-684 Exhibit 1](#)
[BL2021-684 Exhibit 2](#)

Legislative History

2/11/21 Planning Commission approved

[BL2021-685](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new sanitary sewer manhole and easement, for property located at 800 4th Ave South (MWS Project No.21-SL-04 and Proposal No. 2021M-014ES-001).

Sponsors: OConnell, Murphy and Nash

Attachments: [BL2021-685 Exhibit](#)

Legislative History

2/19/21 Planning Commission approved

[BL2021-686](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water main, and a portion of a certain public utility easement for property located at 2128 Murfreesboro Pike, (Proposal No. 2021M-017ES-001).

Sponsors: Murphy and Nash

Attachments: [BL2021-686 Exhibit](#)

Legislative History

3/1/21 Planning Commission approved

[BL2021-687](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon an existing sanitary sewer main, a sanitary sewer manhole and easements, and to accept a new sanitary sewer main, a sanitary sewer manhole and easements, at five properties located on Anderson Road, Kinwood Drive and Twin Circle Drive, off-site of the project location at 2760 Murfreesboro Pike, also known as the Villages of Forest View (MWS Project No.21-SL-192 and Proposal No. 2021M-015ES-001).

Sponsors: Murphy and Nash

Attachments: [BL2021-687 Exhibit](#)

Legislative History

2/19/21 Planning Commission approved

Late Ordinances

[BL2021-688](#) An ordinance authorizing the Metropolitan Government of Nashville and Davidson County to execute a quitclaim deed conveying a small portion of the Madison Branch Library property. (Proposal No. 2021M-004PR-001)

Sponsors: VanReece

Attachments: [BL2021-688 Quitclaim Deed Exhibit](#)

[BL2021-692](#) An ordinance approving the expansion plans for a solid waste processing facility located at 4651 Amy Lynn Drive, Nashville, Tennessee 37218.

Sponsors: Hall

Attachments: [BL2021-692 Exhibit](#)

Bills on Second Reading

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

Sponsors: OConnell, Murphy, Glover, Hurt, Evans, Suara and Henderson

Legislative History

1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	deferred
	Deferred to March 2, 2021	
3/2/21	Metropolitan Council	referred to the Budget and Finance Committee
3/15/21	recommended for deferral	
3/2/21	Metropolitan Council	passed on first reading

[BL2021-640](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), all of which is described herein (Proposal No. 2021Z-011PR-001).

Sponsors: Parker

Attachments: [BL2021-640 Sketch](#)

Legislative History

1/21/21	Planning Commission (7-0-1)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	public hearing held; second reading deferred to March 16, 2021	
3/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
3/15/21	approved; recommended re-referral	
3/2/21	Metropolitan Council	deferred

[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, Hancock and Welsch

Legislative History

2/16/21	Metropolitan Council	referred to the Public Works Committee
3/2/21	defer by rule	
3/16/21	recommended for deferral	
2/16/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
3/2/21	defer by rule	
3/16/21	recommended for deferral	
2/16/21	Metropolitan Council	passed on first reading
3/2/21	Metropolitan Council	deferred
3/8/21	Traffic and Parking Commission	approved

[BL2021-657](#) An Ordinance to amend Chapter 2.64 of the Metropolitan Code to require an annual board/commission membership demographic report to be provided to the Metropolitan Council.

Sponsors: Cash, Bradford, Taylor, Suara, Benedict, Allen, VanReece, Mendes, Toombs, Welsch, Rutherford, Hurt, Syracuse and Hancock

Attachments: [BL2021-657 Amendment](#)

Legislative History

2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading

[BL2021-658](#) An ordinance amending Title 10 of the Metropolitan Code of Laws to adopt the 2018 National Fire Prevention Association NFPA 1 Fire Code, as amended, for use throughout the Metropolitan Government, and the 2018 NFPA 101 Life Safety Code, as amended, for certain occupancies.

Sponsors: Cash and Suara

Legislative History

2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading

[BL2021-659](#) 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 Day Street right-of-way from West Trinity Lane southwestwardly. (Proposal Number 2020M-021AB-001).

Sponsors: Toombs, Murphy, Nash and OConnell

Attachments: [BL2021-659 Exhibit](#)

Legislative History

12/4/20	Planning Commission	approved
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12/14/20	Traffic and Parking Commission	approved
3/2/21	Metropolitan Council	passed on first reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-660](#) An ordinance authorizing Gateway Poplar, Inc. to install, construct and maintain underground encroachments in the right-of-way located at 750 Old Hickory Blvd. (Proposal No. 2020M-036EN-001).

Sponsors: Swope, Murphy and Nash

Attachments: [BL2021-660 Agreement](#)
[BL2021-660 Exhibit](#)

Legislative History

12/4/20	Planning Commission	approved
3/2/21	Metropolitan Council	passed on first reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-661](#) An ordinance authorizing Crescent Nashville West, LLC to install, construct and maintain underground encroachments in the right-of-way located at 7113 Charlotte Pike. (Proposal No. 2020M-035EN-001).

Sponsors: Hausser, Murphy and Nash

Attachments: [BL2021-661 Agreement](#)
[BL2021-661 Exhibit](#)

Legislative History

12/4/20	Planning Commission	approved
3/2/21	Metropolitan Council	passed on first reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-662](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to negotiate and accept permanent and temporary easements for the 210 Belding Drive Stormwater Improvement Project for five properties located on Belding Drive and Eldon Court, (Project No. 21-SWC-179 and Proposal No. 2021M-006ES-001).

Sponsors: Rhoten, Murphy and Nash

Attachments: [BL2021-662 Attachments](#)

Legislative History

1/25/21	Planning Commission	approved
3/2/21	Metropolitan Council	passed on first reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-663](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, sanitary sewer manholes and easements, and to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assemblies and easements, for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1 (MWS Project Nos. 20-SL-136 and 20-WL-72 and Proposal No. 2021M-007ES-001).

Sponsors: Swope, Murphy and Nash

Attachments: [BL2021-663 Exhibit](#)

Legislative History

1/28/21	Planning Commission	approved
3/2/21	Metropolitan Council	passed on first reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-664](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public sewer main, sanitary sewer manholes and easements, for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties, also known as the 7-Eleven development (MWS Project No. 20-SL-106 and Proposal No. 2021M-005ES-001).

Sponsors: Rutherford, Murphy and Nash

Attachments: [BL2021-664 Attachments](#)

Legislative History

1/25/21	Planning Commission	approved
3/2/21	Metropolitan Council	passed on first reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-665](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a fire hydrant assembly, for property located at 902 Murfreesboro Pike (MWS Project No. 20-WL-160 and Proposal No. 2021M-008ES-001).

Sponsors: Syracuse, Murphy and Nash

Attachments: [BL2021-665 Attachments](#)

Legislative History

1/28/21	Planning Commission	approved
3/2/21	Metropolitan Council	passed on first reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-666](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer force and water mains, fire hydrant assemblies and easements, for three properties located at Hessey Road and Earhart Road, also known as Ashton Park (MWS Project Nos. 20-SL-239 and 20-WL-119 and Proposal No. 2021M-009ES-001).

Sponsors: Evans, Murphy and Nash

Attachments: [BL2021-666 Attachments](#)

Legislative History

1/28/21	Planning Commission	approved
3/2/21	Metropolitan Council	passed on first reading
3/15/21	Planning, Zoning, and Historical Committee	approved

Bills on Third Reading

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

Sponsors: Allen, Welsch, OConnell, Murphy, Bradford, Hancock and Styles

Attachments: [BL2020-535 Amendment](#)
[BL2020-535 Substitute](#)

Legislative History

11/10/20	Metropolitan Council	filed
11/17/20	Metropolitan Council	deferred to
	February 2, 2021	
11/17/20	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised
	2/5/2021 advertised	
2/2/21	Metropolitan Council	public hearing set
	Public hearing deferred to March 2, 2021	
2/2/21	Metropolitan Council	deferred
2/25/21	Planning Commission	approved with a substitute
	(8-0)	
3/2/21	Metropolitan Council	substituted
3/2/21	Metropolitan Council	amended
3/2/21	Metropolitan Council	passed on second reading as amended
3/9/21	Metropolitan Council	referred to the Codes, Fair, and Farmers Market Committee
	3/16/21 recommended for deferral	
3/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
	3/15/21 recommended for deferral	

[BL2020-578](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, all of which is described herein (Proposal No. 2011SP-009-008).

Sponsors: Taylor

Attachments: [BL2020-578 Plans](#)
[BL2020-578 Sketch](#)

Legislative History

11/12/20	Planning Commission	approved with conditions, disapproved without
	(6-0-1)	
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
	1/8/2021 advertised	
	2/5/2021 advertised	
1/5/21	Metropolitan Council	public hearing set
	1/5/21 public hearing deferred to February 2, 2021	
	2/2/21 public hearing deferred to March 2, 2021	
1/5/21	Metropolitan Council	deferred
	Deferred to February 2, 2021	
2/2/21	Metropolitan Council	deferred
3/2/21	Metropolitan Council	passed on second reading
3/9/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
	3/15/21 deferred by rule	

[BL2021-607](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-135PR-001).

Sponsors: Welsch

Attachments: [BL2021-607 Sketch](#)

Legislative History

12/10/20	Planning Commission	approved
	(9-0)	
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised
	2/5/2021 advertised	
2/2/21	Metropolitan Council	public hearing set
	Public hearing deferred to March 2, 2021	
2/2/21	Metropolitan Council	deferred
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-610](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by cancelling a Planned Unit Development for a portion of property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (11.70 acres), all of which is described herein (Proposal No. 65-76P-003).

Sponsors: Gamble

Attachments: [BL2021-610 Sketch](#)

Legislative History

12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised
2/5/2021	advertised	
2/2/21	Metropolitan Council	public hearing set
	Public hearing deferred to March 2, 2021	
2/2/21	Metropolitan Council	deferred
2/11/21	Planning Commission (5-1)	approved
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[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, Suara, Taylor, Cash, Hancock and Toombs

Attachments: [BL2021-618 Amendment](#)

Legislative History

1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Metropolitan Council	deferred
3/1/21	Budget and Finance Committee	approved with an amendment
2/16/21	recommended for deferral	
3/2/21	Codes, Fair, and Farmers Market Committee	approved with an amendment
3/2/21	Metropolitan Council	passed on second reading as amended

[BL2021-619](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of the Metropolitan Government of Nashville and Davidson County, to amend Chapters 17.24 and 17.40 to add language pertaining to plans for street trees and streetscape, all of which is described herein (Proposal No. 2021Z-001TX-001)

Sponsors: Roberts and Welsch

Attachments: [BL2021-619 Amendment](#)

Legislative History

1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
2/11/21	Planning Commission (8-0)	approved with an amendment
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	amended
3/2/21	Metropolitan Council	passed on second reading as amended
3/15/21	Planning, Zoning, and Historical Committee	approved

[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, Benedict and Welsch

Attachments: [BL2021-622 Attachments](#)
[BL2021-622 Historical Commission Staff Report](#)

Legislative History

1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/11/21	Planning Commission	approved with conditions
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	deferred
2/18/21	Emergency Communications District Board	approved
3/1/21	Planning, Zoning, and Historical Committee	approved
	2/16/21 recommended for deferral	
3/2/21	Traffic, Parking, and Transportation Committee	approved
3/2/21	Metropolitan Council	passed on second reading

[BL2021-633](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), all of which is described herein (Proposal No. 2021Z-001PR-001).

Sponsors: Parker

Attachments: [BL2021-633 Sketch](#)

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-636](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

Sponsors: Taylor

Attachments: [BL2021-636](#)
[BL2021-636 Plans](#)

Legislative History

9/24/20	Planning Commission (7-0)	approved with conditions, disapproved without
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-637](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), all of which is described herein (Proposal No. 2021Z-002PR-001).

Sponsors: Parker

Attachments: [BL2021-637 Sketch](#)

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved with a substitute

[BL2021-638](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, all of which is described herein (Proposal No. 2020SP-045-001).

Sponsors: Hall

Attachments: [BL2021-638 Plans](#)
[BL2021-638 Sketch](#)

Legislative History

12/10/20	Planning Commission (9-0)	approved with conditions, disapproved without
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-639](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-001).

Sponsors: Taylor

Attachments: [BL2021-639](#)

Legislative History

5/28/20	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-641](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres, all of which is described herein (Proposal No. 2020Z-131PR-001).

Sponsors: VanReece

Attachments: [BL2021-641 Sketch](#)

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-642](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), all of which is described herein (Proposal No. 2020Z-138PR-001)

Sponsors: Hall

Attachments: [BL2021-642 Sketch](#)

Legislative History

1/21/21	Planning Commission (7-1)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-643](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to MUG-A-NS zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), all of which is described herein (Proposal No. 2021Z-015PR-001).

Sponsors: Parker

Attachments: [BL2021-643 Substitute](#)

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-644](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), all of which is described herein (Proposal No. 2020Z-141PR-001).

Sponsors: Johnston

Attachments: [BL2021-644 Sketch](#)

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[BL2021-645](#) 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 Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), all of which is described herein (Proposal No. 2021NHC-001-001).

Sponsors: Toombs

Attachments: [BL2021-645](#)
[BL2021-645 Owners List](#)
[BL2021-645 Sketch](#)

Legislative History

2/1/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
2/25/21	Planning Commission (8-0)	approved
3/2/21	Metropolitan Council	public hearing set
3/2/21	Metropolitan Council	passed on second reading
3/15/21	Planning, Zoning, and Historical Committee	approved

[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: OConnell, Murphy and Nash

Attachments: [BL2021-647 Agreement & Sketch](#)
[BL2021-647 Insurance Certificate](#)

Legislative History

1/19/21	Planning Commission	approved
2/16/21	Metropolitan Council	passed on first reading
3/1/21	Planning, Zoning, and Historical Committee	approved
3/2/21	Public Works Committee	approved
3/2/21	Metropolitan Council	passed on second reading

[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: OConnell, Murphy and Nash

Attachments: [BL2021-648 Attachments](#)

Legislative History

12/22/20	Planning Commission	approved
1/11/21	Traffic and Parking Commission	approved
2/16/21	Metropolitan Council	passed on first reading
3/1/21	Planning, Zoning, and Historical Committee	approved
3/2/21	Public Works Committee	approved
3/2/21	Traffic, Parking, and Transportation Committee	approved
3/2/21	Metropolitan Council	passed on second reading

[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: OConnell, Murphy and Nash

Attachments: [BL2021-649 Attachments](#)

Legislative History

12/16/20	Planning Commission	approved
1/11/21	Traffic and Parking Commission	approved

2/16/21	Metropolitan Council	passed on first reading
3/1/21	Planning, Zoning, and Historical Committee	approved
3/2/21	Public Works Committee	approved
3/2/21	Traffic, Parking, and Transportation Committee	approved
3/2/21	Metropolitan Council	passed on second reading

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:

OConnell, 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
2/16/21	Metropolitan Council	passed on first reading
3/1/21	Planning, Zoning, and Historical Committee	approved
3/2/21	Public Works Committee	approved
3/2/21	Traffic, Parking, and Transportation Committee	approved
3/2/21	Metropolitan Council	passed on second reading

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, Nash and OConnell

Attachments:

[BL2021-651 Supporting Documents](#)

Legislative History

11/19/20	Planning Commission	approved
12/14/20	Metropolitan Council	referred to the Traffic and Parking Commission
	12/14/20	deferred to January 11, 2021
	1/11/21	deferred
2/16/21	Metropolitan Council	passed on first reading
3/1/21	Planning, Zoning, and Historical Committee	approved
3/2/21	Public Works Committee	approved
3/2/21	Traffic, Parking, and Transportation Committee	approved

3/2/21 Metropolitan Council passed on second reading

[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
2/16/21	Metropolitan Council	passed on first reading
3/1/21	Planning, Zoning, and Historical Committee	approved
3/2/21	Public Works Committee	approved
3/2/21	Metropolitan Council	passed on second reading

[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
2/16/21	Metropolitan Council	passed on first reading
3/1/21	Planning, Zoning, and Historical Committee	approved
3/2/21	Public Works Committee	approved
3/2/21	Metropolitan Council	passed on second reading

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 #: 21-018, **Version:** 1

Civil Service Commission

Appointment of Ms. Alysia Jones for a term expiring March 31, 2026.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-019, **Version:** 1

Emergency Communications District Board

Reappointment of Mr. David Gleason for a term expiring February 14, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-020, **Version:** 1

Emergency Communications District Board

Reappointment of Ms. Susan Mattson for a term expiring February 14, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-021, **Version:** 1

Emergency Communications District Board

Appointment of Dr. Carolyn Baldwin Tucker for a term expiring February 14, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-022, **Version:** 1

Fair Commissioners Board

Appointment of Ms. Sandra V. Moore for a term expiring April 6, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-023, **Version:** 1

Farmers Market Board

Appointment of Mr. Will Radford for a term expiring May 5, 2026.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-015, **Version:** 1

Fire and Building Code Appeals Board

Reappointment of Mr. Cal Nielson for a term expiring March 1, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-024, **Version:** 1

Plumbing Examiners and Appeals Board

Reappointment of Ms. Valarie Franklin for a term expiring March 10, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-025, **Version:** 1

Work Release Commission

Appointment of Reverend Ron W. Parham for a term expiring March 16, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-026, **Version:** 1

Work Release Commission

Appointment of Ms. L. Denise Sawyers for a term expiring March 16, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-027, **Version:** 1

Zoning Appeals Board

Appointment of Mr. Joseph Cole for a term expiring February 26, 2026.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-794, Version: 1

A resolution approving a Memorandum of Understanding to transfer solid waste disposal responsibilities from the Department of Public Works to the Department of Water and Sewerage Services along with the related operational activities, personnel, and equipment.

WHEREAS, it is desirable to create a Department of Transportation (DOT) within the Metropolitan Government, as growth has occurred in the Metropolitan area, and there needs to be a consolidation and alignment of efforts and investment that support building our future on the foundation of our history, as described throughout the Metro Nashville Transportation Plan, recently endorsed per Resolution No. RS2020-656; and,

WHEREAS, an experienced review of the organization to better align structures, processes, skills, roles, systems and tools was undertaken with our continued commitment to get the most from every tax dollar; and,

WHEREAS, currently, transportation activities are housed in multiple departments across the Metropolitan Government, and we require consistent organization and priority of effort essential to the performance of transportation infrastructure; and,

WHEREAS, a DOT would align the key functions of a modern transportation organization with development, delivery, operations, and asset management portfolios so that the key functions create the structure needed to provide best value to the residents and businesses of the Metropolitan Government; and,

WHEREAS, a DOT would create a structure for coordination, with partner departments and organizations such as WeGo and Parks, which would be well-suited to critical measurements of departmental performance that supports superior management and accountability; and,

WHEREAS, clear roles and responsibilities would enhance the DOT's position in recruitment and development of existing talent; and,

WHEREAS, the transportation activities of the Metropolitan Government need an organizational framework and refreshed culture to support, encourage, align and continue the skill development of our existing talent, as well as to send a message to our vendors that the Metropolitan Government requires the sharpest minds and sharpest pencils (best solutions, best price) which will be achieved through a new DOT; and,

WHEREAS, since the majority of functions performed by the Department of Public Works are in some way transportation-related and appropriate for a DOT, transferring functions currently performed by the Department of Public Works that are not related to transportation away from that department would, in essence, leave a streamlined department that could function as a new DOT; and,

WHEREAS, pursuant to Metropolitan Charter § 8.402, MPW is responsible for "the collection and disposal of garbage and other refuse, and maintenance and operation of facilities for the disposal of same," which has been interpreted to include all operations and services related to the disposal of solid waste and recycling provided by the Metropolitan Government, including refuse collections in the urban services district and refuse disposal in the general services district as contemplated in Section 1.05 of the Metropolitan Charter (the "Solid Waste Disposal Responsibilities"); and,

WHEREAS, there would be many advantages to transferring Solid Waste Disposal Responsibilities to MWS, particularly in terms of sustainability, since MWS has a demonstrated focus on sustainability efforts that include

stormwater initiatives; supporting the Soil and Water Conservation District; and Water/Sewer energy savings programs such as the reuse of biosolids gases and the installation of large-scale photovoltaic solar facilities; and,

WHEREAS, the current Division of Solid Waste's sustainability efforts for composting and recycling could gain from MWS' experience with anaerobic digestion and solids reduction, and thus could be better leveraged in a combined department; and,

WHEREAS, MWS could additionally provide the umbrella to explore creation of a Solid Waste enterprise fund since MWS is a long-standing enterprise fund for water and sewer service and has demonstrated experience in providing both to the individual customer as well as the community as a whole; and,

WHEREAS, since MWS recently went through the process of creating an enterprise fund for the management of Stormwater, which involved evaluating cost of service, engaging stakeholders, and studying long-term organizational implications; and,

WHEREAS, from a practical standpoint, MWS has a support system in place that aligns with the Solid Waste Disposal Responsibilities such as a call center, a fleet management program (working with the Office of Fleet Management), external daily customer interactions, and administrative support (Human Resources/Finance/Information Technology); and,

WHEREAS, section 5.04.065 of the Metropolitan Code provides in pertinent part:

Any department, board, commission or agency of the metropolitan government allocating funds, services, property, or equipment valued in excess of five hundred thousand dollars to another department, board, commission, or agency of the metropolitan government shall enter a formal memorandum of understanding, to be submitted to the department of finance, which must be approved by resolution adopted by the metropolitan council by twenty-one affirmative votes.

WHEREAS, pursuant to the terms of the attached Memorandum of Understanding (MOU), the parties involved have proposed that the public interest will best be served by placing the personnel and operational activities relating to solid waste disposal and recycling within the Metropolitan Department of Water and Sewerage Services (MWS); and,

WHEREAS, it is proposed that certain related funding and equipment be transferred from MPW to MWS in accordance with the attached MOU, and that funding and equipment would be valued in excess of five hundred thousand dollars.

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

Section 1. That the Memorandum of Understanding attached as Exhibit A hereto is hereby approved and the Metropolitan Mayor is hereby authorized to execute same.

Section 2. That this resolution shall go into effect from and after its adoption, the public welfare requiring it.

Analysis

This resolution approves a memorandum of understanding (MOU) between Metro Public Works (PW) and Metro Water Services (MWS) to transfer the personnel and operational activities related to solid waste disposal from PW to MWS. Section 8.402 of the Metro Charter provides that PW is responsible for "the collection and disposal of garbage and other refuse, and maintenance and operation of facilities for the disposal of same." Thus, all operations related to the collection and disposal of solid waste and recycling have always resided with PW.

The administration is proposing the transfer of the operations to MWS as an initial step toward the creation of a Metro Department of Transportation to consolidate various transportation functions from other departments into one department. Since most transportation-related functions are currently part of PW, the MOU notes that it is appropriate that non-transportation functions be transferred out of the department. The resolution and MOU recitals identify the advantages for transferring the solid waste functions to MWS in terms of sustainability efforts and to facilitate the possible creation of a solid waste enterprise fund, though it is unclear how such an enterprise fund would function since, unlike the stormwater division of MWS, the solid waste division operates primarily on general fund tax dollars, not customer/user fees. The MOU also notes that MWS already has a support system, such as a call center, a fleet management program, and administrative support.

Pursuant to this MOU, after July 1, 2021, all PW solid waste disposal employees and equipment would be transferred under the administration of MWS. The agreement also provides for the transfer of all funds associated with this function. MWS would be required to keep separate accounting records pertaining to the solid waste disposal responsibilities. MWS would take over the enforcement of all federal, state, and local solid waste disposal and recycling rules and regulations that PW is currently responsible for enforcing. The MOU provides that MWS would also be required to comply with all regulatory requirements associated with solid waste disposal, such as reporting requirements and maintaining closed landfills. MWS would be required to submit an annual report to PW about the solid waste disposal activities and funds expended, as well as planned future capital projects.

Section 5.04.065 of the Metropolitan Code provides that the transfer of any funds, equipment, services, or property valued in excess of \$500,000 from one department to another must be pursuant to an MOU approved by resolution adopted by the Council with 21 affirmative votes.

The Council Office would note that it is questionable whether a permanent transfer of the solid waste functions from PW to MWS through an MOU is consistent with the Metro Charter. As noted above, Section 8.402 of the Charter provides that PW shall be responsible for “the collection and disposal of garbage and other refuse, and maintenance and operation of facilities for the disposal of same.” Section 2.01(36) of the Metro Charter provides that “when any power is vested by this Charter in a specific officer, board, commission or other agency, the same shall be deemed to have exclusive jurisdiction within the particular field.” Finally, while Section 1.05 of the Charter provides that the Council can declare certain services prescribed by the Charter to be obsolete by ordinance, there is nothing pertaining to the transfer of functions to other departments.

That being said, the transfer of functions between these two departments is not unprecedented. In 2002, the stormwater division was transferred from PW to MWS by MOU. But there was a subsequent ordinance and eventually a Charter amendment to officially make the transfer. The Council Office recommends that the transfer of the solid waste functions from PW to MWS be included as part of a future Charter amendment resolution considered by the Council.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2021, by and between The Metropolitan Department of Water and Sewerage Services (“MWS”) and The Metropolitan Department of Public Works (“MPW”), but shall have an effective date of July 1, 2021.

WITNESSETH

WHEREAS, it is desirable to create a Department of Transportation (DOT) within the Metropolitan Government, as growth has occurred in the Metropolitan area, and there needs to be a consolidation and alignment of efforts and investment that support building our future on the foundation of our history, as described throughout the Metro Nashville Transportation Plan, recently endorsed per Resolution No. RS2020-656; and,

WHEREAS, an experienced review of the organization to better align structures, processes, skills, roles, systems and tools was undertaken with our continued commitment to get the most from every tax dollar; and,

WHEREAS, currently, transportation activities are housed in multiple departments across the Metropolitan Government, and we require consistent organization and priority of effort essential to the performance of transportation infrastructure; and,

WHEREAS, a DOT would align the key functions of a modern transportation organization with development, delivery, operations, and asset management portfolios so that the key functions create the structure needed to provide best value to the residents and businesses of the Metropolitan Government; and,

WHEREAS, a DOT would create a structure for coordination, with partner departments and organizations such as WeGo and Parks, which would be well-suited to critical measurements of departmental performance that supports superior management and accountability; and,

WHEREAS, clear roles and responsibilities would enhance the DOT’s position in recruitment and development of existing talent; and,

WHEREAS, the transportation activities of the Metropolitan Government need an organizational framework and refreshed culture to support, encourage, align and continue the skill development of our existing talent, and to send a message to our vendors that the Metropolitan Government requires the sharpest minds and sharpest pencils (best solutions, best price) which will be achieved through a new DOT; and,

WHEREAS, since the majority of functions performed by the Department of Public Works are in some way transportation-related and appropriate for a DOT, transferring functions currently performed by the Department of Public Works that are not related to transportation away from that department would, in essence, leave a streamlined department that could function as a new DOT; and,

WHEREAS, pursuant to Metropolitan Charter § 8.402, MPW is responsible for “the collection and disposal of garbage and other refuse, and maintenance and operation of facilities for the disposal of same,” which has been interpreted to include all operations and services related to the disposal of solid waste and recycling provided by the Metropolitan Government, including refuse collections in the

urban services district and refuse disposal in the general services district as contemplated in Section 1.05 of the Metropolitan Charter (the "Solid Waste Disposal Responsibilities"); and,

WHEREAS, there would be many advantages to transferring Solid Waste Disposal Responsibilities to MWS, particularly in terms of sustainability, since MWS has a demonstrated focus on sustainability efforts that include stormwater initiatives; supporting the Soil and Water Conservation District; and Water/Sewer energy savings programs such as the reuse of biosolids gases and the installation of large-scale photovoltaic solar facilities; and,

WHEREAS, the current Division of Solid Waste's sustainability efforts for composting and recycling could gain from MWS' experience with anaerobic digestion and solids reduction, and thus could be better leveraged in a combined department; and,

WHEREAS, MWS could additionally provide the umbrella to explore creation of a Solid Waste enterprise fund since MWS is a long-standing enterprise fund for water and sewer service and has demonstrated experience in providing both to the individual customer as well as the community as a whole; and,

WHEREAS, since MWS recently went through the process of creating an enterprise fund for the management of Stormwater, which involved evaluating cost of service, engaging stakeholders, and studying long-term organizational implications; and,

WHEREAS, from a practical standpoint, MWS has a support system in place that aligns with the Solid Waste Disposal Responsibilities such as a call center, a fleet management program (working with the Office of Fleet Management), external daily customer interactions, and administrative support (Human Resources/Finance/Information Technology); and,

WHEREAS, pursuant to the terms of this instrument, the parties have proposed that the public interest will best be served by placing the personnel and operational activities relating to the Solid Waste Disposal Responsibilities with MWS.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

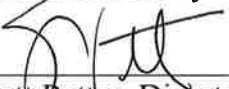
1. The term of this memorandum shall be indefinite. Either party may terminate this memorandum with written notice delivered to the director of the other department to be effective not sooner than 90 days after delivery.
2. After July 1, 2021, all MPW personnel (the "Solid Waste Disposal Employees") currently involved in activities relating to the Solid Waste Disposal Responsibilities shall, together with their materials and equipment relating to such activities, transfer to offices under the administration of MWS.
3. After their transfer to MWS, the Solid Waste Disposal Employees shall become employees of MWS and shall abide by and be subject to the employment rules and regulations that apply to MWS employees and further shall be subject to the supervision and direction of the MWS director or others he may designate.

4. After the effective date of this memorandum, Solid Waste Disposal Employees or others that may be assigned to such work by the MWS director shall carry out the Solid Waste Disposal Responsibilities.
5. MWS shall keep separate accounting records pertaining to the Solid Waste Disposal Responsibilities and shall provide copies of such records to the MPW director annually, or more frequently, if requested.
6. MWS shall recommend to and coordinate with the MPW director in seeking approval for necessary amendments to solid waste disposal management and recycling rules and regulations that MPW is responsible for enforcing under federal, state or local law. Further, MWS shall enforce such solid waste disposal management and recycling rules and regulations on behalf of MPW. The MPW director shall assist MWS in its enforcement activities, including participating in enforcement proceedings as necessary.
7. MWS shall comply with regulatory requirements and obligations such as reporting, paying fees, and ensuring regulatory compliance obligations are met relating to permits that have been issued for the Solid Waste Disposal Responsibilities by other governmental entities, such as for Metropolitan Government landfills in post-closure status, will staff the Solid Waste Region Board, and assist it in meeting its responsibilities, and will coordinate with the MPW director to ensure all of these requirements are met.
8. MWS shall apply for the same grant opportunities relating to Solid Waste Disposal Responsibilities that MPW has applied for in the past and make every effort to maintain the Metropolitan Government's eligibility for these grants so long as they remain available and applicable, as well as looking out for new grant opportunities that may manifest in future.
9. Yearly on the anniversary of the effective date of this memorandum, MWS shall submit to the MPW director a detailed report of activities undertaken and funds expended in connection with the Solid Waste Disposal Responsibilities during the preceding year. The report shall also detail projects expected to be proposed in the following year's Capital Improvements Budget, together with estimated budgets and proposed sources of funding. MPW shall review and consult on this report prior to MWS submitting that portion of the Capital Improvements Budget relating to the Solid Waste Disposal Responsibilities for approval by the Metropolitan Council.
10. Quarterly during the term of this memorandum, one or more MWS employees designated by the MWS director and one or more MPW employees designated by the MPW director shall meet to discuss the status of projects undertaken and funds expended in connection with the Solid Waste Disposal Responsibilities. Reports of such meetings shall be developed and delivered to both directors, who shall confer as necessary to resolve problems arising in connection with the subject of this memorandum.

11. To the extent the MPW director is required to attend meetings, generate reports or make presentations relating to the Solid Waste Disposal Responsibilities, the MWS director or his designee shall attend such meetings, generate such reports or make such presentations.
12. Funds appropriated by the Metropolitan Council or otherwise made available for carrying out the Solid Waste Disposal Responsibilities shall be assigned as necessary to MWS. The parties agree to execute such instruments as may be necessary to effect the provisions of this paragraph.
13. In the event this memorandum is terminated for any reason, the employees then involved in activities relating to the Solid Waste Disposal Responsibilities shall, together with their materials and equipment relating to such activities, transfer to offices under the administration of MPW, become employees of MPW, abide by and be subject to the employment rules and regulations that apply to MPW employees and subject to the supervision and direction of the MPW director or others she may designate.
14. Nothing in this memorandum shall be construed as a transfer of or a limitation on the authority of MPW to issue permits for the construction of streets, roads, and sidewalks. The parties shall cooperate in the development of procedures governing the plan review and approval process to assure the Solid Waste Responsibilities and other functions contemplated by the Metropolitan Code and Charter are performed.
15. The parties recognize the likelihood that unanticipated problems may arise during the term of this memorandum and agree to work cooperatively to resolve such problems for the benefit of the Metropolitan Government.
16. The responsibilities established in this memorandum may not be assigned.

Metropolitan Department of Water
and Sewerage Services

Recommended by:



Scott Potter, Director

Approved:



Assistant Metropolitan Attorney

Metropolitan Department of Public
Works

Recommended by:



Shanna Whitelaw, Interim Director

Approved:

John Cooper, Mayor

Approved:



Kevin Crumbo, Director of Finance

Filed with the Metropolitan Clerk:

Elizabeth Waites, Metropolitan Clerk

Date: _____



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-805, **Version:** 3

A resolution requesting the Office of the Trustee to allow property tax payments received during the first five days of March to not be considered delinquent as a result of the February 2021 winter weather event.

WHEREAS, an ice and snowstorm during the week of February 15, 2021, caused many roadways to remain impassable through February 19, and resulted in most Metropolitan Government offices remaining closed for the week; and

WHEREAS, T.C.A. § 67-5-2010(a) mandates that interest of one and one half percent (1.5% interest) be added to property taxes that are not paid before March 1 of the year following the tax due date (first Monday in October of the previous year); and

WHEREAS, as a result of hazardous driving conditions, some taxpayers were unable to physically come to the Trustee's Office to pay their taxes, and the U.S. Postal Service experienced significant delays, which may cause some tax payments to arrive late; and

WHEREAS, the Metropolitan Council desires to reduce the financial impact of the winter storm to the extent it compounded difficulty in making tax payments and resulted in delayed payments, that would otherwise have been timely, to the Office of the Trustee during the first five days of March, 2021.

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 requesting the Office of the Trustee to refer payors of property tax payments received during the first five days of March as a result of the February 2021 winter weather event to The Housing Fund for review for eligibility for possible payment of late fees and interest from the Housing Resiliency Fund, which was created for tax relief.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to Trustee Erica Gilmore.

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.

RESOLUTION NO. RS2021-____

A resolution requesting the Office of the Trustee to allow property tax payments received during the first five days of March to not be considered delinquent as a result of the February 2021 winter weather event.

WHEREAS, an ice and snowstorm during the week of February 15, 2021, caused many roadways to remain impassable through February 19, and resulted in most Metropolitan Government offices remaining closed for the week; and

WHEREAS, T.C.A. § 67-5-2010(a) mandates that interest of one and one half percent (1.5% interest) be added to property taxes that are not paid before March 1 of the year following the tax due date (first Monday in October of the previous year); and

WHEREAS, as a result of hazardous driving conditions, some taxpayers were unable to physically come to the Trustee's Office to pay their taxes, and the U.S. Postal Service experienced significant delays, which may cause some tax payments to arrive late; and

WHEREAS, the Metropolitan Council desires for the Office of the Trustee to make every effort possible to allow tax payments received during the first five days of March 2021 to not be delinquent and to not charge the statutory 1.5% interest.

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 requesting the Office of the Trustee to allow property tax payments received during the first five days of March to not be considered delinquent as a result of the February 2021 winter weather event.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to Trustee Erica Gilmore.

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.

INTRODUCED BY:

Sharon Hurt

Kyonzté Toombs

Russ Bradford

Dave Rosenberg

Jonathan Hall

Mary Carolyn Roberts

Emily Benedict

Tonya Hancock

Jennifer Gamble

Tanaka Vercher

Delishia Porterfield

Bob Nash

Ginny Welsch

Gloria Hausser

Joy Styles

Jeff Syracuse

Zulfat Suara

Brett Withers
Members of Council

LATE AMENDMENT NO ____
TO
RESOLUTION NO. RS2021-805

Mr. President –

I hereby move to amend Resolution No RS2021-805 as follows:

I. By amending the last recital to read as follows:

WHEREAS, the Metropolitan Council desires to reduce the financial impact of the winter storm to the extent it compounded difficulty in making tax payments and may have resulted in delaying payments that would otherwise have been timely, arriving for at the Office of the Trustee to make every effort possible to allow tax payments received during the first five days of March, 2021 ~~to not be delinquent and to not charge the statutory 1.5% interest.~~

II. By amending Section 1 to read as follows:

Section 1. That the Metropolitan Council hereby goes on record as requesting the Office of the Trustee to ~~allow~~ refer payors of property tax payments received during the first five days of March ~~to not be considered delinquent~~ as a result of the February 2021 winter weather event to The Housing Fund for review for eligibility for possible payment of late fees and interest from the Housing Resiliency Fund, which was created for tax relief.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2021-805

Mr. President –

I hereby move to amend Resolution No RS2021-805, as amended, by amending the last recital to read as follows:

WHEREAS, the Metropolitan Council desires to reduce the financial impact of the winter storm to the extent it compounded difficulty in making tax payments and ~~may have~~ resulted in delayed~~ing~~ payments, that would otherwise have been timely, ~~arriving at~~to the Office of the Trustee during the first five days of March, 2021.

INTRODUCED BY:

Kyonzté Toombs
Member of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-806, **Version:** 1

A resolution approving amendment two to the Consumer Financial Protection Initiative grant from the Cities for Financial Empowerment Fund, Inc. ("CFE Fund") to the Metropolitan Government, acting by and through the Office of the Mayor, to support municipal engagement to improve the financial stability of low and moderate income households.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor, previously entered into a grant agreement with the Cities for Financial Empowerment Fund, Inc., approved by RS2018-1121; and,

WHEREAS, the parties wish to amend the grant agreement to extend the end date of the grant term to December 31, 2021 and transfer the grant agreement from the Office of the Mayor to the Metropolitan Government, acting by and through the Metro Human Relations Commission; 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 Cities for Financial Empowerment Fund, Inc. and the Metropolitan Government, acting by and through the Office of the Mayor, to support municipal engagement to improve the financial stability of low and moderate income households, a copy of which amendment two is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

Analysis

This resolution approves the second amendment to the Consumer Financial Protection Initiative grant from the Cities for Financial Empowerment Fund, Inc. ("CFE Fund") to the Metropolitan Government, acting by and through the Office of the Mayor. The original grant was approved by Resolution No. RS2018-1121. This amendment extends the end date of the grant to December 31, 2021 and transfer the agreement from the Office of the Mayor to the Metro Human Relations Commission. This grant is used to support municipal engagement to improve the financial stability of low and moderate income households.

GRANT SUMMARY SHEET

Grant	Consumer Financial Protection Initiative 18-20 Amend. 2
Department:	HUMAN RELATIONS COMMISSION
Grantor:	CITIES FOR FINANCIAL EMPOWERMENT FUND
Pass-Through Grantor	
Total Award this	\$0.00
Cash Match	\$0.00
Department	Melody Fowler-Green
	880-3374
Status	AMENDMENT

Program Description:

The grant also transfers the responsibility from the Metro Mayor's Office to Human Relations. The grant is to support the strategic development and implementation of a consumer protection response system. Amendment 2 extends the termination date from 9/30/20 to 12/31/21. The grant also transfers the responsibility from the Metro Mayor's Office to Human Relations. No additional funding.

Plan for continuation of services upon

Proof of concept grant.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HUMAN REL COMM.	044	Melody Fowler-Green				880-3374	
Grant Name:		Consumer Financial Protection Initiative 18-20 Amend. 2					
Grantor:		CITIES FOR FINANCIAL EMPOWERMENT FUND				Other:	
Grant Period From:		02/20/18	(applications only) Anticipated Application Date:				
Grant Period To:		12/31/21	(applications only) Application Deadline:				
Funding Type:	FOUNDATION	<input type="checkbox"/>		Multi-Department Grant			
Pass-Thru:		<input type="checkbox"/>		Outside Consultant Project:			
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 #	N/A			Is Council approval required? <input checked="" type="checkbox"/>			
Project Description:				Applic. Submitted Electronically? <input type="checkbox"/>			
<p>The grant is to supports the strategic development and implementation of a consumer protection response system. Amendment 2 extends the termination date from 9/30/20 to 12/31/21. The grant also transfers the responsibility from the Metro Mayor's Office to Human Relations. No additional funding.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Proof of concept 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:		1.00		Actual number of positions added:		1.00	
Departmental Indirect Cost Rate		0.00%		Indirect Cost of Grant to Metro:		\$0.00	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input 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			\$69,389.97				\$69,389.97	\$0.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$69,389.97	\$0.00		\$0.00	\$69,389.97	\$0.00	\$0.00
Date Awarded:		02/19/21		Tot. Awarded:		\$0.00		Contract#: N/A		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
5186

GCP Rec'd
02/22/21

GCP Approved
02/23/21

VW



Cities for
FINANCIAL
EMPOWERMENT
Fund

**AMENDMENT TO AGREEMENT BETWEEN
THE CITIES FOR FINANCIAL EMPOWERMENT FUND
AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY, BY AND THROUGH THE OFFICE OF THE MAYOR**

This Second Grant Amendment (the “Second Amendment”), dated as of December 3, 2020 (the “Second Amendment Effective Date”) is by and between the **Cities for Financial Empowerment Fund** (the “CFE Fund”) and the **Metropolitan Government of Nashville and Davidson County, by and through the Office of the Mayor** (the “Grantee”), a municipal corporation of the State of Tennessee, and reflects that the CFE Fund extends a no-cost extension of the initial Agreement to the Grantee. The initial Agreement, with Effective Date February 20, 2018, and first Amendment, with amendment Effective Date July 23, 2019, between the CFE Fund the Grantee (referred to in the initial Agreement as the City of Nashville) is hereby amended in the following respects:

1. The Agreement is transferred from the Office of the Mayor (referred to in the initial Agreement as the “City of Nashville”) to the Metropolitan Government of Nashville and Davidson County, by and through the Metro Human Relations Commission. As of the Effective Date of this Amendment, the Metro Human Relations Commission will be the Grantee of the Agreement.
2. The section titled “3. Term” subsection “(a)” is amended to instead state:
 - (a) The Grant Term will begin as of the Effective Date and end no later than December 31, 2021. Any funds not used by the end of the Grant Term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant term unless otherwise agreed upon by both parties in writing in advance.

All other subsections of Section 3 remain unchanged.

3. Exhibit C, subsection “Program Reports” is amended to instead state:

Program Reports

- The CFE Fund will assign program reports to track progress towards grant objectives and to facilitate understanding of local initiative accomplishments, challenges, and lessons learned (the “Program Reports”). The following Program Reports will be completed throughout the Grant term.
 - o Report due June 29, 2018
 - o Report due December 31, 2018
 - o Report due July 30, 2019
 - o Report due December 31, 2019
 - o Report due June 30, 2020
 - o Report due September 30, 2020

- o Report Due June 30, 2021
- o Final Report due January 31, 2022

All other subsections of Exhibit C remain unchanged.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITIES FOR FINANCIAL EMPOWERMENT FUND, INC.

By: J. Mintz
Name: Jonathan Mintz
Title: President and Chief Executive Officer

Date: 02/19/2021

**SIGNATURE PAGE
FOR**

GRANT NO. _____

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

"See Below"

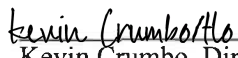
Mayor's Office

 2/21/21

Metro Human Relations Commissioner

APPROVED AS TO AVAILABILITY
OF FUNDS:

DocuSigned by:



Kevin Cumber, Director
Department of Finance

3/4/2021

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:



Balogun Cobb
Director of Insurance

3/4/2021

Date

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:



Matthew Garth
Metropolitan Attorney

3/4/2021

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date



Melody Fowler-Green
Executive Director

Memo re: Consumer Financial Protection Initiative

From: Mel Fowler-Green, Director

Date: February 2021

Initial Funding and Current Status

Marisa Richmond, Chair

Maryam Abolfazli

Samar Ali

Pratik Dash

Jeremy Davis

Lethia Mann

Paula Martinez

Oscar Miller

Issa Y. Mohamed

Kobie Pretorius

Erin Pryor

Linda Robinson

Janice Rodriguez

Ben Tran

Davie Tucker

Irwin Venick

Chuck Yezbak

In March 2018, the Metro Council of Nashville and Davidson County approved a grant from the Cities for Financial Empowerment Fund (CFE Fund) supporting participation in the Consumer Financial Protection Initiative (CFPI). (See RS2018-1121) The \$125,000 grant funds were available until September 28, 2019. The grant agreement was amended in August 2019 to extend the grant term to September 28, 2020. (See RS2019-1878)

The local initiative was placed within the Mayor's Office and led by a Consumer Protection Fellow, a position that was funded through the grant. The Fellow resigned and the position has been open since February 7, 2020. The remaining balance in the grant fund is \$69,389.97. The goals of the grant include:

1. Establish or rededicate an existing office/department focused on consumer financial protection;
2. Dedicate at least 75% of one city FTE to lead work outlined in agreement;
3. Establish new, or enhance an existing, local consumer complaint system;
4. Develop and implement a consumer outreach and education strategy; and
5. Identify and educate key stakeholders on policy strategies to enhance the City's local capability to mediate complaints and protect consumers.

Work to date has focused on assessing the landscape of existing local, state, and federal consumer protection powers and resources, analyzing local consumer issues, developing a consumer complaint infrastructure plan, and establishing referral partnerships. A complaint process has been developed in hubNashville but is not currently live.

A major challenge facing Nashville is the lack of capacity and bandwidth of local partners and resources to assist in an initiative without financial support from the City. However, several entities had agreed to work as pro-bono partners in this initiative, including the Metro Human Relations Commission, the Nashville Conflict Resolution Center, and the Legal Aid Society of Middle Tennessee.

Proposed Next Steps

1. Transfer the work to the Metro Human Relations Commission (MHRC)
 - a. This will require approval from the CFE Fund and appropriate legislation through Metro Council.

404 James Robertson Parkway
Suite 130
Nashville, TN 37219-6300
(615) 880-3370
MHRC@Nashville.gov
www.1City4AllPeople.com

- b. The Metro Human Relations Commission is a natural entity to take over CFPI leadership. MHRC comprises 17 community members appointed by the Mayor and confirmed by Metro Council. The mission of the MHRC is to “protect and promote the personal dignity, peace, safety, security, health, and general welfare of all people in Nashville and Davidson County.” Pursuant to Metro Code, the MHRC already has some legal compliance responsibilities in areas related to housing, employment, public accommodations, financial services and commercial transactions. The goals of the CFPI are directly in line with the mission of the MHRC. Further, the MHRC has a long history of trusted engagement and partnership with local nonprofits, educational institutions, and communities who are most at risk from consumer fraud. MHRC is also ideal for continuing the project given the experience of its current Director. Prior to her appointment in 2015, Director Melody Fowler-Green was a civil rights and poverty lawyer. She is well prepared to lead this effort and manage a Fellow over the next year. Other staff members also have research, legal, and community engagement experience.
2. Hire a Consumer Protection Fellow to work in the offices of the MHRC under the direction of the Director. The remaining balance of the grant funds will ensure that the Fellow will be able to spend at least 75% of their time on the initiative for one year.
3. Re-engage Nashville CFPI partners to preserve and solidify referral pipelines. Referral partnerships will be strengthened by pursuing a MOU for this initiative, clearly defining the process for reviewing complaints made through hubNashville and making referrals to the appropriate partner or federal agency.
4. Publicly launch the Nashville CFPI
 - b. Ensure that the complaint system on hubNashville is complete and made live.
 - c. Partner with the Mayor’s Office on a press release and leverage resources to promote knowledge and increase awareness of the consumer complaint form on hubNashville.
 - d. Conduct targeted community outreach and engagement to learn about consumer issues facing Nashvillians and to promote knowledge of this initiative. The MHRC proposes to concentrate efforts on the four communities most at risk for consumer fraud: Black residents, immigrants, refugees, and seniors. MHRC will leverage the relationships it already has with organizations, partners, and

community leaders to promote Nashville CFPI and consumer protection education generally.

5. Gather data through hubNashville to identify and implement systems-level interventions, such as enacting a local ordinance prohibiting unfair, deceptive, and abusive acts and practices (local UDAAP ordinance), which would give the City certain litigation and enforcement authority and/or ability to mediate consumer issues.

Resolution No. RS2019-1878

A resolution approving an amendment to the Consumer Financial Protection Initiative grant from the Cities for Financial Empowerment Fund, Inc. ("CFE Fund") to the Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor, to support municipal engagement to improve the financial stability of low and moderate income households.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor, previously entered into a grant agreement with the Cities for Financial Empowerment Fund, Inc., approved by RS2018-1121; and,

WHEREAS, the Parties wish to amend the grant agreement to extend the end date of the grant term from September 30, 2019 to September 30, 2020; and,

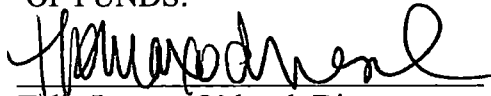
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this amendment be accepted.

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

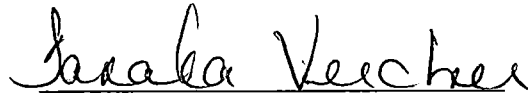
Section 1. That the amendment to the grant by and between the Cities for Financial Empowerment Fund, Inc. and The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor, to support municipal engagement to improve the financial stability of low and moderate income households, a copy of which amendment is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

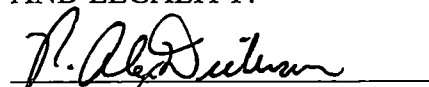
APPROVED AS TO AVAILABILITY
OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance

INTRODUCED BY:



APPROVED AS TO FORM
AND LEGALITY:


Assistant Metropolitan Attorney

Member(s) of Council



Cities for
FINANCIAL
EMPOWERMENT
Fund

**AMENDMENT TO AGREEMENT
BETWEEN
THE CITIES FOR FINANCIAL EMPOWERMENT FUND
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE OFFICE OF THE MAYOR**

This Grant Amendment (the “Amendment”), dated as of July 23, 2019 (the “Amendment Effective Date”) is by and between the **Cities for Financial Empowerment Fund** (the “CFE Fund”), a Delaware non-stock, non-profit corporation qualified as exempt from the federal income tax under section 501(c)3 of the Internal Revenue Code of 1986 (the “Code”) with its principal address at 44 Wall Street, Suite 605, New York, NY 10005, and the **Metropolitan Government Of Nashville And Davidson County, by and through the Office of the Mayor** (the “Grantee”), a municipal corporation of the State of Tennessee, and reflects that the CFE Fund extends a no-cost extension of the initial Agreement to the Grantee. The Agreement dated February 20, 2018 between the CFE Fund the Grantee (referred to in that Agreement as the City of Nashville) is hereby amended in the following respects:

1. The section titled “3. Term”, subsection “(a)” is amended to instead state:
 - (a) The Grant term will begin as of the Effective Date and end September 30, 2020; provided, that the second and third year of the Grant is contingent upon evidence of satisfactory progress toward the Grant objectives set forth in Exhibit A. Any funds not used by the end of the Grant term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant term unless otherwise agreed upon by both parties in writing in advance.
2. The section titled “4. Conditions of Disbursement of Grant”, subsection “(c)” is amended to instead state:

The CFE Fund will provide funding of up to \$125,000 to support staffing and other resources needed to carry out objectives outlined in the Scope of Work.

Subsections (i) and (ii) remain unchanged.

3. Exhibit C, subsection “Program Reports” is amended to instead state:

Program Reports

- The CFE Fund will assign program reports to track progress towards grant objectives and to facilitate understanding of local initiative accomplishments, challenges, and lessons learned (the “Program Reports”). The following Program Reports will be completed throughout the Grant term.

- o Report due June 29, 2018
- o Report due December 31, 2018
- o Report due July 30, 2019
- o Report due December 31, 2019
- o Report due June 30, 2020
- o Report due September 30, 2020

- Program Reports must include an affirmation that the Grantee has not engaged in any prohibited activities, including, but not limited to those set forth in Section 6(g)(iii) of the Agreement.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT FUND, INC.

By: J. J. J.

Name: Jonathan Mintz

Title: President and Chief Executive Officer

Date: 07/23/2019

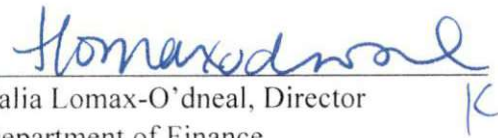
[GRANTEE SIGNATURE PAGE FOLLOWS]

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

APPROVED:

____ See Below _____
Mayor's Office


APPROVED AS TO AVAILABILITY OF FUNDS:

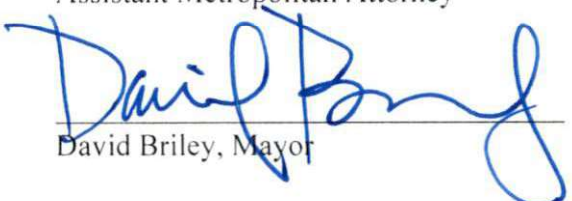
 8-5-18
Talia Lomax-O'dneal, Director K Date
Department of Finance

APPROVED AS TO RISK AND INSURANCE:


 8/6/19
Director of Insurance Date

APPROVED AS TO FORM AND LEGALITY:

 8/6/19
Assistant Metropolitan Attorney Date

 8/21/19
David Briley, Mayor Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

 8/21/19
Metropolitan Clerk RS2019-1878 Date

ORIGINAL2019 AUG 13 AM 11:47
FILED METROPOLITAN CLERK

METROPOLITAN COUNTY COUNCIL**Resolution No. RS2019-1878**

A resolution approving an amendment to the Consumer Financial Protection Initiative grant from the Cities for Financial Empowerment Fund, Inc. ("CFE Fund") to the Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor, to support municipal engagement to improve the financial stability of low and moderate income households.

Introduced AUG 20 2019*Amended* _____

Adopted AUG 20 2019

Approved _____AUG 21 2019*By* _____*Metropolitan Mayor***Metro Council Office****AUG 07 2019**Time: 3:40 By: AK

Resolution No. RS2018-1121

A resolution accepting a Consumer Financial Protection Initiative grant from the Cities for Financial Empowerment Fund, Inc. ("CFE Fund") to The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Resilience, to support municipal engagement to improve the financial stability of low and moderate income households.

WHEREAS, CFE Fund, Inc. has awarded a grant in an amount not to exceed \$125,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Resilience, to support municipal engagement to improve the financial stability of low and moderate income households; and,

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

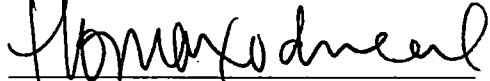
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Consumer Financial Protection Initiative grant by and between the Cities for Financial Empowerment Fund, Inc., in an amount not to exceed \$125,000.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Resilience, to support municipal engagement to improve the financial stability of low and moderate income households, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Mayor's Office of Resilience 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:

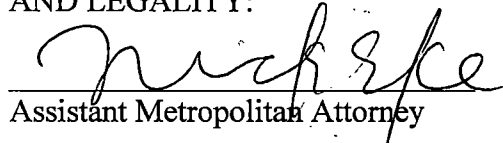


Talia Lomax-O'dneal, Director
Department of Finance

INTRODUCED BY:



APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

Member(s) of Council



**Cities for
FINANCIAL
EMPOWERMENT
Fund**

GRANT AGREEMENT

This Grant Agreement (the "Agreement"), dated as of February 20, 2018 (the "Effective Date") is by and between the Cities for Financial Empowerment Fund, Inc. (the "CFE Fund"), a Delaware non-stock, non-profit corporation qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and City of Nashville (the "Grantee").

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the "Purposes").

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund,

WHEREAS, the Grantee has agreed to use the funds provided by this Agreement (the "Grant") to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the "Scope of Work").

WHEREAS, the CFE Fund and the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

1. Grant.

The CFE Fund pledges and agrees to provide the Grantee a Grant in the form of cash in an amount not to exceed \$125,000. Grant funds will be paid electronically in U.S. Dollars no sooner than what is laid out in the Grant Payout Schedule in Section 4(c).

2. Use of Grant.

The Grant is to be used only for the purposes outlined in the Exhibit A (the "Scope of Work") and in accordance with the specific allocations identified in the Grant budget included in Exhibit B (the "Grantee Budget"). The Grantee must obtain the prior written consent of the CFE Fund before engaging in any work that is beyond the Scope of Work and the failure to obtain such consent shall invalidate any obligation of the CFE Fund to pay any invoices for such work.

3. Term.

- (a) This is a twenty-four (24) month Grant and the Grant term will begin as of the Effective Date and end September 30, 2019; provided, that the second year of the Grant is contingent upon the satisfactory completion of the Grant objectives set forth in Exhibit A. Any funds not used by the end of the Grant term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days' prior written notice;
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day "cure" period after the non-breaching party shall have given notice to the breaching party of such breach; or;
 - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement.
- (c) If the Agreement is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (i) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

4. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following condition:
 - (i) Receipt by the CFE Fund of a countersigned copy of this Agreement, which includes Scope of Work and Grantee Budget. Budget should be a detailed, line-item projected accounting of all Program costs.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports and Financial Reconciliations in accordance with Exhibit C - Reporting Template.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.

- (iii) The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.

(c) Grant Payout Schedule:

The CFE Fund will provide funding of up to \$125,000 for two years to support staffing and other resources needed to carry out the objectives outlined in the Scope of Work.

- (i) The CFE Fund will disburse Grant funds in one of two ways. Please initial in ONE of the boxes to select the requested payment structure for the term of the Grant.

Select Prepayment



- a. For prepayment: CFE Fund will provide six months of funding upon signing of contract. Starting as of December 31, 2017, Grantee provides quarterly financial reconciliations, after which the CFE Fund will provide the next quarter's Grant payment, allowing CFE Fund to provide funds in advance of actual expenses paid.

Select Reimbursement



- b. For reimbursement: Starting March 30, 2018, Grantee provides semi-annual financial reconciliations of actual expenses paid, after which the CFE Fund will reimburse based on invoice. There is no prepayment.

- (ii) All funds will be electronically transferred.

5. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 4:

Initial here



- (a) Grantee acknowledges that the CFE Fund will be making one or more electronic grant payments, and that Barbara Hagman, Assistant Treasurer (Barbara.hagman@nashville.gov) is authorized to enter the Grantee's appropriate routing and account number into CFE Fund's payment system (bill.com).

6. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in Exhibit A - Scope of Work. 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 the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee's elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant term and beyond as applicable, the Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the program with respect to the Scope of Work and Proposal.
- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and this Agreement. Any Grant funds not expended or committed for these purposes within the Grant term will be returned to the CFE Fund.
 - (ii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the term of the Grant which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's management personnel, loss of funding or other extenuating circumstances which could affect the Grantee Budget.
- (c) The Grantee also agrees to immediately provide any correspondence from the Internal Revenue Service or other related agencies regarding the above.
- (d) Cooperate in the monitoring, evaluation and reporting of work, as detailed in Exhibit A - Scope of Work.
- (e) Adhere to the CFE Fund financial compliance stipulations.
 - (i) The Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund upon request.
 - (ii) The CFE Fund reserves the right to audit the 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 the CFE Fund Grant funds.
- (f) Adhere to the CFE Fund's marketing and communications guidelines.
 - (i) The Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant CFE Fund partners.

- (ii) The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The CFE Fund will provide specific communication protocols including language for recognizing the CFE Fund in text and logo format. Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
 - (iii) The Grantee will request permission from the CFE Fund before using or modifying branded materials.
 - (iv) Any Grant-related media interviews or public announcements intended for media or public purposes must be coordinated with and approved by the CFE Fund in advance.
 - (v) The Grantee may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional investors have made their official announcement.
 - (vi) Execution of this Grant agreement provides the CFE Fund and its institutional investors the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (g) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances the Grantee or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a Grant to an 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 legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.

- (iv) Any other purposes outside what is stated in the Request for Proposal without express written permission from the CFE Fund.

7. Insurance.

Grantee hereby advises CFE Fund that Grantee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, professional liability, workers compensation insurance, unemployment, cyber liability and automobile liability insurance as stated in the attached Self-Insurance Certificate incorporated as Exhibit E. Grantee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Grantee's liability in tort is governed by the provisions of the Tennessee Governmental Tort Liability Act and Grantee will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of Grantee, subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

9. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

10. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities or duties hereunder, either in whole or in part, without the prior written consent of the CFE Fund.

11. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by the CFE Fund, 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.

12. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

13. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements

and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

14. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid and binding agreement of each party, and is enforceable against each party in accordance with its terms.

15. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

18. Amendment.

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

19. Counterparts.

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

20. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit D - Notices or (b) at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.

By: 

Name: Jonathan Mintz

Title: President and Chief Executive Officer

Date: 3.12.18

CITY OF Nashville

By: _____

Name: _____

Title: _____

Date: _____

**SIGNATURE PAGE
FOR
GRANT NO. Consumer Financial Protection Initiative 18-19**

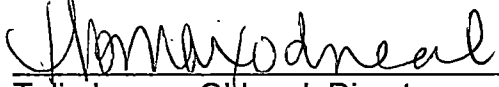

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

See Below
Mayor's Office

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance 

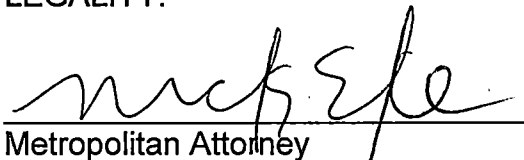
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Date

APPROVED AS TO RISK AND INSURANCE:

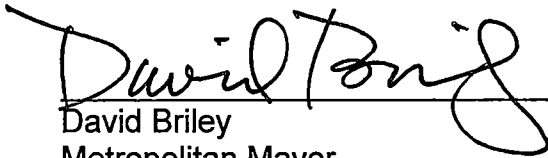

Director of Insurance

3/14/18
Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

3/14/18
Date


David Briley
Metropolitan Mayor

Date

ATTEST:


Metropolitan Clerk RS2018-1121

3/21/18
Date

Exhibit AScope of Work

As part of the Consumer Financial Protection Initiative, the CFE Fund will be providing City of Nashville a range of technical assistance services and as well as support as part of an on-going learning community. Additionally, the CFE Fund will provide up to \$62,500 in grant funding for the first year of the agreement and upon satisfactory completion of grant objectives, another amount up to \$62,500 in the second year of the agreement, to support staffing and other resources needed to advance the goals of the initiative. Specifically, the Grantee will:

- 1) Establish or rededicate an existing office/department focused on consumer financial protection (CFP)
 - a. Dedicate at least 75% of one city FTE to lead the work detailed in this Agreement within this office or department.
 - b. Assess the landscape of *existing* local consumer financial protection powers and resources
 - c. Organize these powers under authority of local CFP office/department
 - d. Develop 2-year strategic plan of local CFP
 - e. Develop communications plan to support public awareness of CFP office
 - f. Organize a public launch or relaunch of the CFP office
- 2) Establish new, or enhance an existing, local consumer complaint system
 - a. Develop consumer complaints infrastructure plan including: intake data system, intake procedures, mediation protocols, transparency policies, enforcement mechanisms, referral networks, and budget
 - b. Implement consumer complaints infrastructure accordingly
- 3) Develop and implement a consumer outreach and education strategy
 - a. Develop public outreach plan for opening of consumer complaint system and for targeted consumer protection awareness campaigns
 - b. Identify in-kind and paid media outlets for distribution
 - c. Cultivate press relationships
 - d. Implement outreach plan
- 4) Identify and educate key stakeholders on policy strategies to enhance the City's local capability to mediate complaints and protect consumers
 - a. Educate stakeholders on the benefits of creation/relaunch of local consumer financial protection office
 - b. Educate stakeholders on the benefits of persuading businesses to respond to consumer complaint mediation efforts, including subpoena and other enforcement powers
 - c. Educate stakeholders on the benefits of empowering local entities to investigate complaints and enforce violations, e.g. local truth-in-advertising and non-deceptive trade practices laws, industry-specific regulatory schemes, etc.

- d. Identify and partner on shared investigation and enforcement partnerships with local and state enforcement authorities, e.g. police, district attorney, attorney general, and other state regulators
- 5) Participate in monthly technical assistance calls
- 6) Site Visit
 - a. Grantee will host, at minimum, one full-day site visit during which CFE Staff will initiate staff and leadership to support program goals.

CFE Fund will provide the following technical assistance:

- 1) Consumer protection knowledge base, expertise, and shared learning opportunities
- 2) Provide guidance on consumer complaint system development including data framework design, intake management strategy, mediation processes, and relationship development.
- 3) Legal consulting to support enhanced complaint-driven investigation and enforcement capabilities
- 4) Develop model local regulatory strategies for specific targets of interest
- 5) Provide guidance on program sustainability strategies – philanthropic opportunities, cost and revenue models

Exhibit BGrantee Budget

The CFE Fund will provide \$125,000 for 24 month to support City of Nashville's Consumer Financial Protection Initiative; provided, that the second year of the Grant is contingent upon the satisfactory completion of the Grant objectives set forth in Exhibit A. (Please provide a line-item budget for the initiative including staffing salary and fringe costs for the full Grant term)

Class	Salary	FTE	Desc	Fringe	Total
	36,000	1	OASDI	6.200%	2,200
			SSMed	1.450%	500
			Group H	11,900	11,900
			Dental	500	500
			Life	200	200
			Pension	12.340%	4,400
			Equipment	3800	1,900
			Travel		4,900
Fringe Total					19,700
Annual Total					62,500
2-year Total					125,000

Exhibit CReporting

The Grantee is responsible for submitting program reports using the CFE Fund's online grant portal.

Financial Reconciliation

- The CFE Fund requires financial documentation of actual expenses for the initiative corresponding to the Grantee budget.

Program Reports

- The CFE Fund will assign semi-annual program reports to track progress towards grant objectives and understand local initiative accomplishments, challenges, and lessons

learned. A total of four Program Reports will be completed throughout the Grant term.

- o 6 month report due June 29, 2018
- o 12 month report due December 31, 2018
 - Note: Performance reflected in this report regarding satisfactory completion of the Grant objectives set forth in Exhibit A will trigger eligibility for the second year of Grant funding.
- o 18 month report due June 28, 2019
- o Final report due October 31, 2019
- Program reports must include an affirmation that the Grantee has not engaged in any prohibited activities, including, but not limited to those set forth in Section 6(g)(iii) of the Agreement.

Exhibit D

Notices

Cities for Financial Empowerment Fund, Inc.

Kant Desai
Principal
Cities for Financial Empowerment Fund, Inc.
44 Wall Street, Suite 605
New York, NY 10005
Telephone: (646) 362-1634
Email: kdesai@cfefund.org

Grantee

John Murphy
Senior Advisor, Economic Inclusion
City of Nashville
1 Public Square Park
Telephone: (615) 862-6031
Email: john.murphy@nashville.gov

Exhibit E

Self-Insurance Certificate

Grantee hereby advises CFE Fund that Grantee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, professional liability, workers compensation insurance, unemployment, cyber liability and automobile liability insurance as stated in the attached Self-Insurance Certificate incorporated as Exhibit E. Grantee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Grantee's liability in tort is governed by the provisions of the Tennessee Governmental Tort Liability Act and Grantee will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of Grantee, subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS 2018-1121

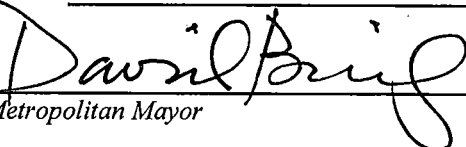
A resolution accepting a Consumer Financial Protection Initiative grant from the Cities for Financial Empowerment Fund, Inc. ("CFE Fund") to The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Resilience, to support municipal engagement to improve the financial stability of low and moderate income households.

Introduced MAR 20 2018

Amended _____

Adopted MAR 20 2018

Approved MAR 21 2018

By 
Metropolitan Mayor



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-807, Version: 1

A resolution approving an intergovernmental agreement between the State of Tennessee, by and through the Department of Safety and Homeland Security, and the Metropolitan Government of Nashville and Davidson County, by and through the Davidson County Sheriff's Office, for the Commercial Driver License (CDL) Third Party Testing Program.

WHEREAS, the Davidson County Sheriff's Office (DCSO) desires to enter into an agreement with the Department of Safety and Homeland Security for DCSO to provide and administer the authorized Commercial Drive License Third Party Testing (skills tests) as needed for the issuance of a CDL; and,

WHEREAS, the intergovernmental agreement attached hereto and incorporated herein provides terms for the agreement between the agencies; and,

WHEREAS, T.C.A. § 12-9-104 authorizes the Metropolitan Government to enter into intergovernmental agreements with agencies of the state government for cooperative projects by resolution of the governing body; and,

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

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

Section 1. That the intergovernmental agreement between the State of Tennessee, by and through the Department of Safety and Homeland Security, and the Metropolitan Government of Nashville and Davidson County, by and through the Davidson County Sheriff's Office, for the Commercial Driver License (CDL) Third Party Testing Program, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

Analysis

This resolution approves an intergovernmental agreement between the Tennessee Department of Safety and Homeland Security and the Davidson County Sheriff's Office (DCSO) for the Commercial Driver License (CDL) Third Party Testing Program. Pursuant to this agreement, DCSO will be able to provide and administer the authorized third party testing (skills tests) as needed for the issuance of a CDL to DCSO employees. DCSO will provide the CDL testing services to be administered by a state certified CDL third party examiner. Allowing the DCSO to administer the CDL tests to its employees will save time and money since they will not have to wait for open classes and pay the associated additional expenses.

The agreement includes specific training requirements for the DCSO examiners. If the state provides testing equipment, then DCSO will be responsible for maintaining the equipment. In the event the state's electronic testing tablet supply has been depleted, then DCSO would be required to furnish tablets of the same make and model. DCSO would also be required to pay a \$250 annual administrative fee to the state. The agreement

is for a term of 57 months and 17 days starting March 15, 2021.

T.C.A. § 12-9-104 authorizes the Metropolitan Government to enter into intergovernmental agreements with agencies of the state government for cooperative projects by resolution of the governing body.

**CONTRACT**

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date March 15, 2021	End Date December 31, 2025	Agency Tracking # 34901-01317-010	Edison ID 68526
Procuring Party Legal Entity Name Davidson County Sheriff's Office			Procuring Party Registration ID 000003164
Service Caption Commercial Driver License (CDL) Third Party Testing Program			
Agency Contact & Telephone # For Program Services: Timothy Gregory, Director, CDL Unit Department of Safety and Homeland Security 1150 Foster Avenue Nashville, TN 37243 Timothy.D.Gregory@tn.gov Telephone: 615-251-5169 Fax: 615-532-5338 TDOSHS Contracts Lawyer: Sandra Braber-Grove, Associate Counsel Department of Safety and Homeland Security Tennessee Tower, 25 th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Sandra.Braber-Grove@tn.gov Telephone: 615-251-6301		CPO USE – GU-RV	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
DAVIDSON COUNTY SHERIFF'S OFFICE**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the 'State' and Davidson County Sheriff's Office, hereinafter referred to as the "Procuring Party," is for the provision of the Commercial Driver License (CDL) Third Party Testing Program, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. This Revenue Contract governs the relationship between the Procuring Party and the State regarding the provision and administration of authorized Commercial Driver License (CDL) Third Party Testing (skills tests) as needed for the issuance of a commercial driver license (CDL), not a Class D driver license.
- A.2. The Procuring Party shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines specified by this Contract.
- A.3. The Procuring Party shall provide authorized Commercial Driver License (CDL) Third Party Testing services as prescribed by federal and state laws, rules, regulations, policies and procedures. Testing shall be administered by a State Certified CDL Third Party Examiner.
- A.4. The Procuring Party agrees to the following requirements and terms of the CDL Third Party Testing Program:
 - a. CDL Third Party Examiner Requirements.
 - (1) Each CDL Third Party Examiner candidate must provide a ten (10)-year driving record history, which can be used to deny acceptance into the third party training class and certification as a CDL Third Party Examiner for unacceptable driving records;
 - (2) Each CDL Third Party Examiner utilized by the Procuring Party must meet all State of Tennessee requirements for a CDL license, including meeting residency and domicile requirements;
 - (3) Each CDL Third Party Examiner must have in his or her possession a valid Federal Department of Transportation (DOT) medical card in compliance with Federal Safety Regulations 49 C.F.R. §§ 391.41 and 391.43;
 - (4) Each CDL Third Party Examiner must have attended a two (2) week [ten (10) business day; two consecutive Monday through Friday periods] CDL Third Party Training Course taught by the State and have successfully passed all required tests and screening **before** administering CDL skills tests;
 - (5) Once an individual has been certified as a CDL Third Party Examiner, he or she must attend a two (2)-day refresher CDL Third Party Training Course taught by the State every two (2) years to maintain certification; and
 - (6) Each CDL Third Party Examiner must only perform testing in the CDL class and/or the Commercial Motor Vehicle (CMV) equal to or below his or her own, including any endorsements.

b. Testing Requirements and Cost.

- (1) The Procuring Party and each of its CDL Third Party Examiners must only perform skills testing for the class of CDL and/or CMV that it has been pre-approved by the State to administer;
- (2) Testing must conform to the standards and policies outlined by the Federal Motor Carrier Safety Administration (FMCSA) for third party testing (49 C.F.R. §383.75) and those of the State (1340-1-13);
- (3) Testing must be conducted on a regulation pad approved by the State and on a skills driving route pre-approved by the State;
- (4) Testing is a three (3)-part exercise that must include the following categories, conducted consecutively, on the same day, by the same CDL Third Party Examiner:
 - i. Pre-Trip Inspection;
 - ii. Basic Skills; and
 - iii. Road Skills;
- (5) Each CDL Third Party Examiner must simulate administering tests to State employees acting as applicants as a measure of the CDL Third Party Examiner's skills and abilities as required by the State; and
- (6) The Procuring Party agrees to charge third party CDL applicants no more than Seventy-Five Dollars (\$75.00) for the administration of the skills tests. [See Tennessee Rules 1340-1-13-.22]

c. If Training Courses Are Offered By The Procuring Party.

- (1) The Procuring Party offering training courses prior to the administration of the CDL skills tests will submit the curriculum, course length, and suggested course cost per applicant to the State's CDL Administrator for review and approval; and
- (2) The Procuring Party offering training courses prior to the administration of the CDL skills tests will maintain a daily attendance roster with student name, date of birth, and driver license number, and the instructor name and certification number. This documentation must be made available to the State upon request of the State.

d. Audits and Conditions for Revocation or Suspension of Certification.

- (1) The Procuring Party acknowledges that both overt and covert audits and investigations will be conducted randomly, without notice, when the Procuring Party and/or any of its CDL Third Party Examiners come under suspicion of failing to follow state rules and policy or when the FMCSA deems it necessary according to 49 C.F.R. §383.75. At least one (1) audit of the Procuring Party will be conducted every two (2) years;
- (2) The Procuring Party acknowledges that a random sample of drivers tested by the Procuring Party and/or any of its CDL Third Party Examiners will be subjected to a State test to determine their ability to operate a vehicle safely and according to State rules and policy. All applicants tested will sign an Awareness Form;
- (3) The Procuring Party must monitor and routinely audit its CDL Third Party Examiners to ensure compliance with all state and federal laws; and

- (4) The Certification of a CDL Third Party Examiner may be suspended or revoked if the CDL Third Party Examiner is found, in either overt or covert audits, to be violating the requirements and terms of the CDL Third Party Testing Program and this Contract. Further, if the Procuring Party is found liable, this Contract may be terminated in accordance with Section D.4.

e. Records and Reports.

- (1) The Procuring Party is responsible for the maintenance and security of accounting records for controlled State documents, test or student files, and any other State sensitive information;
- (2) The Procuring Party must have the ability to interact with the State by electronic mail (e-mail) and submit requests for testing and monthly reports electronically;
- (3) All test requests and activity must be submitted electronically through the Commercial Skills Testing Information Management System (CSTIMS); and
- (4) If provided, Procuring Party shall utilize the equipment supplied by the State for reporting the results of tests administered by the Procuring Party pursuant to this Contract.

f. Equipment, Hardware, Software, and Maintenance.

- (1) If the State provides equipment to the Procuring Party, the Procuring Party agrees to maintain the equipment in working condition and shall notify the State of any needed maintenance. The Procuring Party shall pay any applicable maintenance costs beginning in the third (3rd) year of the first contract and throughout any subsequent contract;
- (2) Use of the State-issued equipment is subject to audit pursuant to Section A.3.d.;
- (3) The Procuring Party is responsible for replacement of damaged, unrepairable hardware;
- (4) The Procuring Party is responsible for purchasing additional State-approved test tablets and hardware after initial issuance;
- (5) If State inventory has been depleted, the Procuring Party is responsible for purchasing its own electronic skills test tablets as follows:
 - i. The Procuring Party-owned skills test tablets must be of the same manufacturer, the same model, and have met the same capabilities as State-owned tablets; and
 - ii. All Procuring Party-owned test tablets and hardware must be approved by the State **before** usage;
- (6) The Procuring Party shall return any equipment provided by the State at the end of the Contract term specified in Section B., or at the end of the Contract as specified in Sections D.3. or D.4, whichever is earlier;
- (7) If the Procuring Party fails to return the State-issued equipment to the State, the State may assess the following charges:
 - i. Failure to return a State-issued tablet will result in a charge of \$515.00;
 - ii. Failure to return a State-issued Protective Case will result in a charge of \$39.99;

- iii. Failure to return a State-issued wall charger will result in a charge of \$19.99;
- iv. Failure to return a State-issued Stylus Pen will result in a charge of \$10.99;
- v. Failure to return a State-issued charging cord will result in a charge of \$9.99; and

- (8) The Procuring Party shall update the software used to administer and report the tests as required. The Procuring Party shall pay any applicable licensing fees or update fees beginning in the third (3rd) year of the first contract and throughout any subsequent contract.

A.5. In addition to meeting the requirements and terms of the CDL Third Party Testing Program and this Contract, the Procuring Party, after being certified by the State, shall provide:

- a. Applications of candidates, in the Procuring Party's employ, for consideration of becoming CDL Third Party Examiners to the State with an annual program administration fee, for each of the Procuring Party's facilities, which covers the cost of the CDL Third Party Training Course administered by the State [the course that is a two (2) week (ten (10) business day; two (2) consecutive Monday through Friday periods) and the two (2)-day refresher course, as applicable], biannual audit costs, and the CDL Third Party certificates distributed by the State to each CDL Third Party Examiner who completed the training and successfully passed all required tests and screening.
- b. A satisfactory facility and a vehicle for the corresponding skills testing to be performed by the Procuring Party.
- c. State-certified CDL Third Party Examiners to administer only the Commercial Driver License skills test.
- d. A copy of the current CDL Drivers Handbook to individuals applying to be tested.
- e. An Awareness Form that, for each person who passes the skills test, shows the individual is qualified to drive on state and federal highways safely in representative commercial motor vehicles. The Awareness Form can be signed electronically on a tablet or printed off as a paper version that is signed and given to the person. The person who passed the CDL skills test then takes his or her signed Awareness Form to a Driver Services Center to get his or her Commercial Driver License (CDL). At the Driver Services Center, a Driver License Examiner will check the scores that are submitted electronically into the State's Automated License Issuance System for Tennessee ("A-LIST") before issuing the CDL.
- f. Time for each CDL Third Party Examiner in its employ to attend mandatory training required by the State.
- g. Adequate liability coverage to conduct CDL Third Party Testing. For a non-governmental Procuring Party, adequate insurance requirements are as follows and Proof of Liability coverage must be submitted to the State:
 - i. Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and
 - ii. At any time the State may require the Procuring Party to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company and

Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

- A.6. The State shall ensure that the CDL Third Party Testing Program is conducted in accordance with federal and state laws, rules, regulations, policies and procedures. To that end, the State's obligations include the following:
- a. Providing the Procuring Party with copies of the State rules (1340-1-13), informational manuals for customers, policies to be followed, and web links to federal and state laws.
 - b. Providing the Procuring Party with updates on policies, law changes, and rule changes.
 - c. Performing biannual audits, either overt or covert, and random testing of CDL Third Party Examiners by the State and/or FMCSA representatives.
 - d. Conducting a CDL Third Party Examiner course that is a two (2) week [ten (10) business day; two (2) consecutive Monday through Friday periods] and a two (2)-day refresher course as needed to certify and re-certify each CDL Third Party Examiner.
 - e. Providing a Certificate of Achievement, or other similar certificate, to each CDL Third Party Examiner who has successfully completed testing in a representative vehicle and has met all other requirements to be certified as a CDL Third Party Examiner.
 - f. Pre-approving the CDL class and/or CMV type for which the Procuring Party is allowed to administer skills testing.
 - g. Providing the Procuring Party with instructions and examples of proper formats for submitting electronic requests for testing, attendance rosters, and monthly reports to the State.
 - h. Pre-approving the Procuring Party's road course and route requirements to ensure compliance with the American Association of Motor Vehicle Administrator's (AAMVA's) most current CDL Examiners Manual.
 - i. Determining the number of tests allowed each week per CDL Third Party Examiner, and approving the weekly schedule of testing at the Procuring Party by each CDL Third Party Examiner, seven (7) calendar days in advance of the actual testing.
 - j. Performing random testing of drivers tested by the Procuring Party and/or any of its CDL Third Party Examiners to determine their ability to operate a vehicle safely and according to State rules and policy, and obtain a signed awareness form from the drivers who were tested.
 - k. Providing technical assistance and additional training as required.
 - l. When available, provide equipment for the Procuring Party to record and transmit the results of tests to the State.
 - m. For the first two (2) years of the first contract, provide all updates to software on any provided State-owned equipment at no cost to the Procuring Party. As noted in Section A.3.f.(8), the Procuring Party is responsible for this beginning in the third (3rd) year of the first contract and throughout any subsequent contract.
 - n. For the first two (2) years of the first contract, provide any maintenance on provided State-owned equipment as may be needed. As noted in Section A.3.f.(1), the Procuring Party is responsible for this beginning in the third (3rd) year of the first contract and throughout any subsequent contract.

B. TERM OF CONTRACT:

This Contract shall be effective on March 15, 2021 ("Effective Date") and extend for a period of Fifty-seven (57) months and seventeen (17) days after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

The Procuring Party shall annually submit a Two Hundred Fifty Dollars (\$250.00) program administration fee, for each of the Procuring Party's facilities, which covers the cost of the CDL Third Party Training Course administered by the State [the course that is a two (2) week (ten (10) business day; two (2) consecutive Monday through Friday periods) and the two (2)-day refresher course, as applicable], biannual audit costs, distribution and printing of the skills test score sheets as needed, and the CDL Third Party certificates distributed by the State to each CDL Third Party Examiner who completed the training and successfully passed all required tests and screening. The State must be in receipt of this fee annually, no later than December 1st of each year, and failure to do so may result in cancellation of this Contract. All administration fees will be received by the State's CDL Administrator at:

Tennessee Department of Safety and Homeland Security
Cashier's Office
1150 Foster Avenue
Nashville, TN 37243

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract 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).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (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).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by Section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party 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.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-408.

- D.15. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. **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 Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor 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. Contractor 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 Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Timothy Gregory, Director CDL Unit
 Department of Safety and Homeland Security
 1150 Foster Avenue
 Nashville, TN 37243
 Email Address: Timothy.D.Gregory@tn.gov
 Telephone #: 615-251-5169
 FAX #: 615-532-5338

The Procuring Party:

John Hudson, Chief Administrator
 Davidson County Sheriff's Office
 506 2nd Avenue North, Nashville, TN 37201
 Email Address: jhudson@dcsnashville.org
 Telephone # 615-862-8170

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

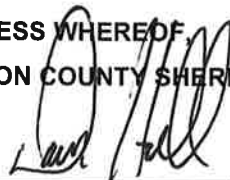
- E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.
- E.4. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the

cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

DAVIDSON COUNTY SHERIFF'S OFFICE:



2-26-21

PROCURING PARTY SIGNATURE

DATE



PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

RECOMMENDED BY:




Daron Hall
Sheriff

2-25-21

Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Kevin Crumbo
Director of Finance

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:



Director of Insurance
Metropolitan Government

March 2, 2021

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

March 2, 2021

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-808, **Version:** 1

A resolution to approve a lease extension between The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Clerk's Office and Grace's Plaza, LTD., for office space at 4009 Hillsboro Pike. (Proposal No. 2021M-005AG-001).

WHEREAS, on July 18, 2013, the Metropolitan Council approved Ordinance BL2013-488, a lease agreement between the Metropolitan Government and Grace's Plaza, LTD. for office space in Grace's Plaza, located at 4009 Hillsboro Pike, Suite 207 in Nashville, to house a satellite office of the Davidson County Clerk; and,

WHEREAS, on May 17, 2017, the Metropolitan Council approved Ordinance BL2017-689, which approved the extension of the lease agreement, a copy of which is attached to this Resolution as Exhibit A, through May 31, 2021; and,

WHEREAS, the Davidson County Clerk and Grace's Plaza, LTD. have negotiated a new lease agreement, a copy of which is attached to this Resolution as Exhibit B, which extends the lease for a term of four (4) years, through May 31, 2025; and,

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

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

Section 1: That this extension, a copy of which is attached hereto as Exhibit B and incorporated herein, is hereby approved and the Director of Finance or his designee is authorized to execute it on behalf of the Metropolitan Government.

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 extension of a lease agreement between the Metropolitan Government and Grace's Plaza, Ltd., for the lease of space at 4005 Hillsboro Pike for use by the County Clerk. The County Clerk has maintained a satellite office at this Grace's Plaza location for many years. This lease is for 638 square feet of office space to be used solely for the dispensing of auto license tags, license plates, and transferring auto titles. The existing lease was approved by Ordinance No. BL2017-689 for a term commencing June 1, 2017 and ending May 31, 2021. Metro is responsible for the general upkeep of the premises, but Grace's Plaza is responsible for repairs to the exterior walls, roof, and HVAC system.

The base rent for the office space was \$10,555.68 for the first year, and has increased by three percent each year thereafter. In addition to the base rent, Metro is responsible for paying Grace's Plaza a proportionate share of property taxes paid on the premises.

The parties desire to extend the lease for four more years under the same terms and conditions as the prior

lease agreement.

This lease extension has been approved by the Planning Commission.

Exhibit A

ORDINANCE NO. BL2017-689

An ordinance approving a lease agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Clerk's Office and GRACE'S PLAZA, LTD., for the lease of space at 4009 Hillsboro Pike (Proposal No. 2017M-026PR-001).

WHEREAS, GRACE'S PLAZA, LTD., owns certain real property located at 4009 Hillsboro Pike, Nashville, Tennessee, 37215, and the Metropolitan Government, by and through the Davidson County Clerk's Office (Clerk's Office), has negotiated the attached lease for the Clerk's Office to use a portion of the property for governmental purposes; and,

WHEREAS, the lease is for a period of four years commencing June 1, 2017, and ending May 31, 2021, with an option to terminate as of January 31, 2018 by prior written notice to the other party no later than November 30, 2017 and any time thereafter upon 180 days' notice; and,

WHEREAS, it is deemed to be in the best interest of the Metropolitan Government to approve said lease agreement.

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


Section 1. That this lease by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Davidson County Clerk's Office, and GRACE'S PLAZA, LTD., for the use of approximately 638 square feet of space, for a term beginning on or about June 1, 2017 and ending on or about May 31, 2021, a copy of which is attached hereto and incorporated herein, and the same is hereby approved.

Section 2. That any amendments to this lease shall be approved by resolution of the Metropolitan Council receiving twenty-one affirmative votes.

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

Sponsored by: Russ Pulley, Jeremy Elrod, Burkley Allen

If you would like a copy of the attachment to any ordinance or resolution, please email your request to the Metro Clerk's Office at metro.clerk@nashville.gov

LEGISLATIVE HISTORY	
Introduced:	April 18, 2017
Passed First Reading:	April 18, 2017
Referred to:	Planning Commission - Approved Budget & Finance Committee Planning, Zoning & Historical Committee
Passed Second Reading:	May 2, 2017
Passed Third Reading:	May 16, 2017
Approved:	May 17, 2017
By:	

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

EXTENSION OF LEASE

THIS EXTENSION OF LEASE, executed as of the 26TH day of JANUARY, 2021, and commencing June 1, 2021 by and between **GRACE'S PLAZA LTD.**, a Tennessee limited partnership, of which Grace's Incorporated is the general partner, ("Lessor") and the **Metropolitan Government of Nashville and Davidson County, by and through the Davidson County Clerk's Office** ("Lessee").

WITNESSETH;

WHEREAS, Lessor and Lessee entered into a Lease executed the 17th day of May, 2017, and the parties desire to further extend the Lease under the same terms and conditions contained in that document,

NOW THEREFORE, for and in consideration of the premises and other good and valuable considerations, Lessor and Lessee agree that the Lease shall be extended according to the Lease for a term of four (4) years beginning June 1, 2021 and ending May 31st, 2025. Lessor and Lessee may have the option of terminating this Lease on January 31, 2022 with prior written notice to the other party by November 30, 2021, and at any time thereafter with prior written notice of 180 days:

IN WITNESS WHEREOF, the parties have executed this Extension of Lease in duplicate counterparts, each of which shall be considered an original but both of which shall constitute but one and the same Extension of Lease, as of the day and date first written above.

LESSEE

RECOMMENDED BY:

Brenda Wynn
BRENDA WYNN
DAVIDSON COUNTY CLERK /
METROPOLITAN GOVERNMENT

LESSOR

V. Ripley Trammell
V. RIPLEY TRAMMELL
PRESIDENT GRACE'S, INC.

GENERAL PARTNER
FOR GRACE'S PLAZA, LTD.
4009 4409 Hillsboro Pike, Suite 203C,
Nashville, Tennessee 37215

DIRECTOR
PUBLIC PROPERTY ADMINISTRATION

Traci Webb

This document was executed in compliance with, as applicable, Executive Order No. 26 by Tennessee Governor Bill Lee, dated April 9, 2020, Executive Order No. 37 by Tennessee Governor Bill Lee, dated May 12, 2020, Executive Order No. 52 by Tennessee Governor Bill Lee, dated June 29, 2020, Executive Order No. 61 by Tennessee Governor Bill Lee, dated August 28, 2020, Executive Order No. 64

APPROVED AS TO AVAILABILITY OF FUNDS:



DIRECTOR
METROPOLITAN DEPT. OF FINANCE

Balogun Cobb

DIRECTOR OF INSURANCE

APPROVED AS TO FORM AND LEGALITY:

Alex Bonderby w/ express permission Margaret Williams
METROPOLITAN ATTORNEY

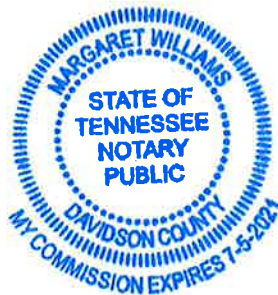
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

DATE: _____

by Tennessee Governor Bill Lee, dated September 29, 2020, and/or Executive Order No. 66 by Tennessee Governor Bill Lee, dated October 28, 2020. On December 22, 2020, Governor Lee issued Executive Order 72, extending the remote notarization provisions through February 27, 2021.

This document was executed by the Signatory, and then the applicable notary public or Witness(es), or a combination thereof, subsequently notarizes or witnesses the original Document executed by the Signatory. Such notarizing or witnessing shall be deemed to be carried out at the time of the execution by the Signatory as long as the notarizing or witnessing is completed not later than ten calendar days from the date of the execution of the Document.

Personally appeared before me, the undersigned, a Notary Public in and for the County and State of Tennessee, V. RIPLEY TRAMMELL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.



WITNESS my hand and seal at office in NASHVILLE, Tennessee, this 26TH day of January, 2021.

Margaret Williams

My Commission expires July 5, 2021.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-809, Version: 2

A resolution appropriating to certain accounts for the benefit of the Administrative Department, Davidson County Sheriff's Office, Sports Authority, and Metropolitan Action Commission Twenty Five Million Seven Hundred and Forty Two Thousand Eight Hundred Dollars (\$25,742,800).

WHEREAS, the Metropolitan Council desires to appropriate to certain accounts for the benefit of the Administrative Department, Davidson County Sheriff's Office, Sports Authority, and Metropolitan Action Commission Twenty Five Million Seven Hundred and Forty Two Thousand Eight Hundred Dollars (\$25,742,800). from undesignated fund balances of the General Fund of the General Services District, undesignated fund balances of the General Fund of the Urban Services District, undesignated fund balances of the Sports Authority Fund, undesignated fund balances of the Metropolitan Action Commission BF/AF Care Program Fund, and additional revenue sources.

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

Section 1: That the following amounts from the Undesignated Fund Balance of the General Fund of the General Services District is hereby appropriated:

PRIMARY EXPENDITURE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
01101308.531000	Administrative - Transfer to Self-Insured Fund	\$7,600,000
01101301.505950	Administrative - Insurance Premiums	1,831,800
01101646.531180	Administrative - Fairgrounds Subsidy	2,140,300
01101998.502611	Administrative - MDHA TIF (GSD)	\$1,338,400
	TOTAL	\$12,910,500

Section 2: That the appropriation in Section 1 is funded from the following source:

REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
10101.335000	GSD General Fund - Undesignated Fund Balance	\$12,910,500
	TOTAL	\$12,910,500

Section 3: That the following amount from the Undesignated Fund Balance of the General Fund of the General Services District and additional revenue sources is hereby appropriated:

PRIMARY EXPENDITURE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
30122130.501000	Sheriff Metro Detention Facility - Salaries & Benefits	\$5,168,000
30122130.502000	Sheriff Metro Detention Facility - Utilities and Facilities Management	954,100

30122130.503000	Sheriff Metro Detention Facility - Other Operating Expenses	348,300
30122130.507250	Sheriff Metro Detention Facility - Building Improvements	839,700
01101613.502221	Administrative - Correctional Healthcare - Medical Services	4,300,400
	TOTAL	\$11,610,500

Section 4: That the appropriation in Section 3 is funded from the following sources:

REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
01101613.406412	State Jail Inmate Reimbursement (Sheriff)	\$6,726,900
10101.335000	GSD General Fund - Undesignated Fund Balance	4,883,600
	TOTAL	\$11,610,500

Section 5: That the following amount from the Undesignated Fund Balance of the General Fund of the Urban Services District is hereby appropriated:

PRIMARY EXPENDITURE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
01191998.502611	Administrative - MDHA TIF (USD)	\$190,600
	TOTAL	\$190,600

Section 6: That the appropriation in Section 5 is funded from the following source:

REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
18301.335000	USD General Fund - Undesignated Fund Balance	\$190,600
	TOTAL	\$190,600

Section 7: That the following amount from the Undesignated Fund Balance of the Sports Authority Fund and the Undesignated Fund Balance of the General Fund of the General Services District is hereby appropriated:

PRIMARY EXPENDITURE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
64303000.505950	Sports Authority - Insurance	\$459,000
	TOTAL	\$459,000

Section 8: That the appropriation in Section 7 is funded from the following source:

REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
60008.335000	Sports Authority Fund - Undesignated Fund Balance	\$411,400
10101.335000	GSD General Fund - Undesignated Fund Balance	47,600
	TOTAL	\$459,000

Section 9: That the following amount from the Undesignated Fund Balance of the Metropolitan Action Commission (MAC) BF/AF Care Program Fund is hereby appropriated:

PRIMARY EXPENDITURE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT

75302300.502363	MAC - Care of Persons	\$169,000
75302300.502335	MAC - Repairs and Maintenance	100,000
75302300.505960	MAC - Insurance	117,500
75302300.531000	MAC - Transfers to Other Funds	185,700
	TOTAL	\$572,200

Section 10: That the appropriation in Section 9 is funded from the following source:

REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
31508.335000	MAC BF/AF Care Program Fund - Undesignated Fund Balance	\$572,200
	TOTAL	\$572,200

Section 11: 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 supplemental appropriations in a total amount of \$25,742,800 to be provided to various departments in order to balance their fiscal year 2021 budgets. The Council typically considers a supplemental appropriation resolution each spring, though generally not of this magnitude. The resolution appropriates \$12,910,500 from the Undesignated Fund Balance of the General Fund of the General Services District as follows:

Replenish the Self-Insured Liability Fund	\$7,600,000
Insurance Premiums	\$1,831,800
Subsidy for Fairgrounds	\$2,140,300
MDHA Tax Increment Financing Payment	\$1,338,400

There is also an appropriation in the amount of \$190,600 from Undesignated Fund Balance of the General Fund of the General Services District for an MDHA USD Tax Increment Financing Payment.

The resolution also appropriates \$11,610,500 to the Davidson County Sheriff's Office (DCSO), which includes \$6,726,900 from the state for jail inmate reimbursement and \$4,883,600 from the Undesignated Fund Balance of the General Fund of the General Services District. The funding for DCSO is for the following purposes:

Metro Detention Facility - Utilities & Facilities Management	\$954,100
Metro Detention Facility - Other Operating Expenses	\$348,300
Metro Detention Facility - Building Improvements	\$839,700
Correctional Healthcare - Medical Services	\$4,300,400

A total of \$459,000 is appropriated to the Sports Authority for insurance on its facilities. This consists of \$411,400 from the Sports Authority fund balance and \$47,600 from the Metro general fund.

Finally, this resolution appropriates \$572,200 from the Undesignated Fund Balance of the Metropolitan Action Commission (MAC) BF/AF Care Program Fund as follows:

MAC - Care of Persons	\$169,000
-----------------------	-----------

MAC - Repairs and Maintenance	\$100,000
MAC - Insurance	\$117,500
MAC - Transfers to Other Funds	\$185,700

The BF/AF program is MAC's before and after school care program, which was closed due to the COVID-19 pandemic. This supplemental appropriation is needed to cover certain fixed costs associated with the program that cannot be charged to other grants since this program is partially funded by families utilizing the services.

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2021-809

Mr. President –

I hereby move to amend Resolution No. RS2021-809 by modifying Section 1 as shown below:

Section 1: That the following amounts from the Undesignated Fund Balance of the General Fund of the General Services District is hereby appropriated:

PRIMARY EXPENDITURE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
01101301 01101308.531000	Administrative – Transfer to Self-Insured Fund	\$7,600,000
01101301.505950	Administrative - Insurance Premiums	1,831,800
01101646.531180	Administrative - Fairgrounds Subsidy	2,140,300
01101998.502611	Administrative - MDHA TIF (GSD)	\$1,338,400
	TOTAL	\$12,910,500

SPONSORED BY:

Kyontzé Toombs
Member of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-810, Version: 1

A resolution appropriating the amount of \$18,838,300.00 from the General Fund Reserve Fund for the purchase of equipment and building repairs for various departments of The Metropolitan Government of Nashville and Davidson County.

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

Section 1. There is hereby appropriated the sum of \$120,000.00 from the General Fund Reserve Fund for the Codes and Building Safety for building repairs and equipment.

Section 2. There is hereby appropriated the sum of \$2,930,000.00 from the General Fund Reserve Fund for the Department of General Services for building repairs and equipment.

Section 3. There is hereby appropriated the sum of \$7,346,300.00 from the General Fund Reserve Fund for the Information Technology Services Department for equipment.

Section 4. There is hereby appropriated the sum of \$23,000.00 from the General Fund Reserve Fund for the Metropolitan Nashville Community Oversight for equipment.

Section 5. There is hereby appropriated the sum of \$1,250,000.00 from the General Fund Reserve Fund for the Metropolitan Parks and Recreation for building repairs and equipment.

Section 6. There is hereby appropriated the sum of \$500,000.00 from the General Fund Reserve Fund for the Metropolitan Public Works Department for repairs and equipment.

Section 7. There is hereby appropriated the sum of \$1,406,000.00 from the General Fund Reserve Fund for the Metropolitan Nashville Police Department for equipment.

Section 8. There is hereby appropriated the sum of \$2,500,000.00 from the General Fund Reserve Fund for the Nashville Fire Department for building repairs and equipment.

Section 9. There is hereby appropriated the sum of \$1,063,000.00 from the General Fund Reserve Fund for the Nashville General Hospital for building repairs and equipment.

Section 10. There is hereby appropriated the sum of \$1,700,000.00 from the General Fund Reserve Fund for the Nashville Public Library building repairs and equipment.

Section 11. As required by Ordinance No. 086-1534, information justifying the appropriations is set forth in the "General Fund Reserve Fund (4% Fund) Information Sheets" attached hereto and incorporated herein by reference.

Section 12. Where applicable, the Purchasing Agent shall procure equipment and repairs specified in the attachments in accordance with the established purchasing procedures; provided that purchases of computer equipment and software hereunder shall be based upon a recommendation from the appropriate department and the Information Systems Director.

Section 13. The Director of Finance may schedule acquisitions authorized herein to ensure an appropriate

balance in the Fund.

Section 14. 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 appropriates \$18,838,300 from the General Fund Reserve Fund (4% Fund) to 10 departments for various purchases of equipment and building repairs. Section 6.14 of the Metropolitan Charter requires that 4% of all the general fund revenue of the General Services District be set aside each year solely for the purchase of equipment and building repairs.

By Ordinance No. O86-1534 and Section 5.04.015.F of the Metro Code of Laws, allocations from the General Fund Reserve Fund must each be supported by an information sheet, which are attached to the resolution. The resolution further provides in part: "The Director of Finance may schedule acquisitions authorized herein to ensure an appropriate balance in the Fund."

The following departments would receive funding:

- **Department of Codes and Building Safety** -- \$120,000 to reconfigure the Codes office and for Cityworks - STRP & Landlord Registration Online.
- **Department of General Services** -- \$2,930,000 for new and replacement fleet vehicles and Knowles/Bordeaux deferred maintenance and equipment/repairs.
- **Department of Information Technology Services** -- \$7,346,300 for PC replacement fund, Microsoft OS/SQL, Data Center EoL/EoS Equipment, network and infrastructure equipment and services, and software and licensing.
- **Metro Nashville Community Oversight** -- \$23,000 for network upgrades to Washington Square Office to receive body-worn camera videos and files.
- **Department of Parks and Recreation** -- \$1,250,000 for maintenance, equipment, and supplies for park system, residential/neighborhood community centers, Golf/Sportsplex/Wave County/Parthenon, culture, arts and nature centers, parks administration, and for tree maintenance.
- **Department of Public Works** -- \$500,000 for miscellaneous equipment and repairs, road salt replenishment, and right-of-way tree/landscaping repairs.
- **Metropolitan Nashville Police Department** -- \$1,406,000 for MDCs for 39 police car buildouts, training facility portable/storage/gage, and homicide and fraud units buildout.
- **Nashville Fire Department** -- \$2,500,000 for logistics - medical and safety supplies, repairs and maintenance of facilities, and technology for fire stations and front-line apparatus.
- **Nashville General Hospital** -- \$1,063,000 for equipment and renovation include fracture table, intra-aortic balloon pump, CT machine, and refurbish angio suite for interventional rad-angio lab.
- **Nashville Public Library** -- \$1,700,000 for books, periodicals, and library materials and miscellaneous repairs.

A housekeeping amendment is anticipated to correct a fund number.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

Public Library
3rd Quarter – FY 2021
39201000

Object Code	Item	Qty.	Estimated Cost	Replacement or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
503330	Books / Periodicals / Library Materials	1 Lot	\$1,400,000	New / Replace	10+	10+
502910	Misc. Repairs	1 Lot	300,000	Replace	10+	10+
	TOTAL		\$1,700,000			

Is this expenditure federal or state reimbursable? No
 Can this equipment be used year around? Yes
 Has the price been verified by Division of Purchases? Yes
 Have you checked Surplus Property Division for usable surplus equipment? No
 Is equipment absolutely necessary at this time? Yes
 Will equipment reduce present cost? Yes
 Is equipment to extend services? Yes
 Is equipment to reduce manpower? No
 Will equipment require new manpower? No
 Will equipment increase productivity? Yes
 Will equipment promote public health? No
 Will equipment promote public safety? No

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required? Yes
 If not, do you expect to expend funds and the date expected for the expenditure? (June 2021) Yes

COMMENTS: _____

Department Head

Date

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

Codes and Building Safety
3rd Quarter – FY 2021
33201000

Object Code	Item	Qty.	Estimated Cost	Replacement or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
507250	Reconfigure Codes Office	1 Lot	\$ 48,000	New	--	10+
507450	Cityworks-STRP & Landlord Registration Online	1 Lot	72,000	New	--	4
	TOTAL		\$ 120,000			

Is this expenditure federal or state reimbursable? No
 Can this equipment be used year around? Yes
 Has the price been verified by Division of Purchases? No
 Have you checked Public Property Division for usable surplus equipment? Yes
 Is equipment absolutely necessary at this time? Yes
 Will equipment reduce present cost? Yes
 Is equipment to extend services? Yes
 Is equipment to reduce manpower? No
 Will equipment require new manpower? No
 Will equipment increase productivity? Yes
 Will equipment promote public health? No
 Will equipment promote public safety? No

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required? No
 If not, do you expect to expend funds and the date expected for the expenditure? (June 2021) Yes

COMMENTS: _____

Department Head



Date

2/19/21

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

Community Oversight Board
3rd Quarter - FY 2021
52201000

Object Code	Item	Qty.	Estimated Cost	New or Replacement Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
507450	Network Upgrades to Washington Square Office to Receive BWC Videos and Files	1 Lot	\$ 23,000	New	--	8+
	TOTAL		\$ 23,000			

Is this expenditure federal or state reimbursable?
 Can this equipment be used year around?
 Has the price been verified by Division of Purchases?
 Have you checked Public Property Division for usable surplus equipment?
 Is equipment absolutely necessary at this time?
 Will equipment reduce present cost?
 Is equipment to extend services?
 Is equipment to reduce manpower?
 Will equipment require new manpower?
 Will equipment increase productivity?
 Will equipment promote public health?
 Will equipment promote public safety?

No
 Yes
 Yes
 No
 Yes
 Yes
 No
 No
 No
 Yes
 No
 No

yes

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required?
 If not, do you expect to expend funds and the date expected for the expenditure? (June 2021)

Yes
 Yes

COMMENTS:

Agency Head

Date

Jill Pittman
 2-19-2021

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

Fire Department
3rd Quarter – FY 2021
Various Business Units

Object Code	Item	Qty.	Estimated Cost	Replace or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
32214600 503640	Logistics - Medical & Safety Supplies	1 Lot	\$1,550,000	Replace	5 – 7	7
32260200 503600	Facilities Management – Repairs and Maintenance of Facilities	1 Lot	400,000	Replace	5 – 10	7
32260100 503130	IT - Technology for Fire Stations and front Line Apparatus (Fire & EMS)	1 Lot	550,000	Replace	4 – 5	5
	TOTAL		\$2,500,000			

Is this expenditure federal or state reimbursable? No
 Can this equipment be used year around? Yes
 Has the price been verified by Division of Purchases? Yes
 Have you checked Public Property Division for usable surplus equipment? Yes
 Is equipment absolutely necessary at this time? Yes
 Will equipment reduce present cost? Yes
 Is equipment to extend services? Yes
 Is equipment to reduce manpower? Yes
 Will equipment require new manpower? No
 Will equipment increase productivity? Yes
 Will equipment promote public health? Yes
 Will equipment promote public safety? Yes

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required? Yes
 If not, do you expect to expend funds and the date expected for the expenditure? (June 2021) Yes

COMMENTS: _____

DocuSigned by:

William Swann

Department Head

14A644EDCBCF446...

Date 02/19/2021

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

General Services
3rd Quarter – FY 2021
Multiple Business Units

Object Code	Item	Qty.	Estimated Cost	Replace or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
10201001 507480	Fleet – New and Replacement Vehicles	1 Lot	\$2,500,000	New / Replace	5 - 7+	5 - 7+
10203000 503600	Knowles / Bordeaux – Deferred Maintenance / Equipment and Repairs	1 Lot	430,000	Replace	10+	10+
	TOTAL		\$ 2,930,000			

Is this expenditure federal or state reimbursable? No
Can this equipment be used year around?..... Yes
Has the price been verified by Division of Purchases? Yes
Have you checked Public Property Division for usable surplus equipment?..... No
Is equipment absolutely necessary at this time? Yes
Will equipment reduce present cost?..... Yes
Is equipment to extend services? Yes
Is equipment to reduce manpower?..... Yes
Will equipment require new manpower? No
Will equipment increase productivity?..... Yes
Will equipment promote public health? Yes
Will equipment promote public safety? Yes

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required?..... Yes
If not, do you expect to expend funds and the date expected for the expenditure? (June 2021) Yes

COMMENTS: _____

Department Head 

Date _____

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

Information Technology Services
3rd Quarter – FY 2021
Multiple Business Units

Object Code	Item	Qty.	Estimated Cost	Replacement or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
14203000 503130	PC Replacement Fund		\$ 1,200,000	Replace	4+	4+
14201400 507455	Microsoft OS / SQL		606,000	Replace	1	1
14201400 503130	Data Center - EoL / EoS Equipment		1,000,000	Replace	4+	4+
14201400 507450	Network and Infrastructure Equipment & Services		3,895,500	Replace	4+	4+
14201000 507455	Software & Licensing		644,800	Replace	1	1
	TOTAL		\$ 7,346,300			

Is this expenditure federal or state reimbursable?..... No
Can this equipment be used year around? Yes
Has the price been verified by Division of Purchases?..... No
Have you checked Public Property Division for usable surplus equipment? Yes
Is equipment absolutely necessary at this time?..... Yes
Will equipment reduce present cost? Yes
Is equipment to extend services? Yes
Is equipment to reduce manpower? No
Will equipment require new manpower?..... No
Will equipment increase productivity? Yes
Will equipment promote public health? No
Will equipment promote public safety?..... No

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required? Yes
If not, do you expect to expend funds and the date expected for the expenditure? (June 2021)..... Yes

COMMENTS: _____

Department Head  _____

Date 2/19/2021

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

Parks and Recreation
3rd Quarter – FY 2021
Various Business Units

Object Code	Item	Qty.	Estimated Cost	Replace or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
40220100 503850	Consolidated Maintenance- Various Equipment and Supplies for Park System	1 Lot	\$ 200,000	New / Replace	10+	10+
40201000 503850	Regional / Neighborhood Community Centers – Equipment and Supplies	1 Lot	100,000	New / Replace	10+	10+
40230400 503850	Golf / Sportsplex / Wave Country / Parthenon – Equipment and Supplies	1 Lot	100,000	New / Replace	10+	10+
40230300 503850	Cultural, Arts & Nature Centers – Equipment and Supplies	1 Lot	50,000	New / Replace	10+	10+
40220200 503850	Parks Administration – Tree Maintenance	1 Lot	750,000	New / Replace	10+	10+
40201000 503850	Parks Administration – Equipment and Supplies	1 Lot	50,000	New / Replace	10+	10+
	TOTAL		\$ 1,250,000			

Is this expenditure federal or state reimbursable? No
 Can this equipment be used year around? Yes
 Has the price been verified by Division of Purchases? Yes
 Have you checked Public Property Division for usable surplus equipment? No
 Is equipment absolutely necessary at this time? Yes
 Will equipment reduce present cost? No
 Is equipment to extend services? Yes
 Is equipment to reduce manpower? No
 Will equipment require new manpower? No
 Will equipment increase productivity? Yes
 Will equipment promote public health? Yes
 Will equipment promote public safety? Yes

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required? Yes
 If not, do you expect to expend funds and the date expected for the expenditure? (June 2021) Yes

COMMENTS: _____

Department Head

Date

[Signature]
 2/18/21

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

Police Department
3rd Quarter – FY 2021
31201000

Object Code	Item	Qty.	Estimated Cost	Replace or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
503130	MDCs for 39 Patrol Car Buildouts	39	\$ 336,000	New / Replace	4+	4+
507250	Training Facility Portable / Storage / Gate	1	595,000	New	--	10+
507250	Homicide & Fraud Units Buildout	1	475,000	New	--	10+
	TOTAL		\$ 1,406,000			

Is this expenditure federal or state reimbursable? No
 Can this equipment be used year around? Yes
 Has the price been verified by Division of Purchases? Yes
 Have you checked Public Property Division for usable surplus equipment? No
 Is equipment absolutely necessary at this time? Yes
 Will equipment reduce present cost? Yes
 Is equipment to extend services? Yes
 Is equipment to reduce manpower? No
 Will equipment require new manpower? No
 Will equipment increase productivity? Yes
 Will equipment promote public health? Yes
 Will equipment promote public safety? Yes

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required? Yes
 If not, do you expect to expend funds and the date expected for the expenditure? (June 2021) Yes

COMMENTS: _____

Department Head John C. Duke

Date 2-19-2021

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

Public Works Department
3rd Quarter – FY2021
42206000

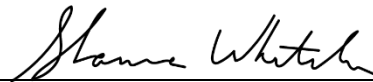
Object Code	Item	Qty.	Estimated Cost	Replace or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
507400	Miscellaneous Equipment & Repairs	1 Lot	\$ 80,000	New / Replace	8+	8+
503701	Road Salt Replenishment	1 Lot	200,000	Replace	4+	4+
502227	Right-of-Way Tree / Landscaping Repairs	1 Lot	220,000	Replace	4+	4+
	TOTAL		\$500,000			

Is this expenditure federal or state reimbursable? No
Can this equipment be used year around? Yes
Has the price been verified by Division of Purchases? Yes
Have you checked Public Property Division for usable surplus equipment? Yes
Is equipment absolutely necessary at this time? Yes
Will equipment reduce present cost? No
Is equipment to extend services? Yes
Is equipment to reduce manpower? No
Will equipment require new manpower? No
Will equipment increase productivity? Yes
Will equipment promote public health? No
Will equipment promote public safety? No

Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required? No
If not, do you expect to expend funds and the date expected for the expenditure? (June 2021)..... Yes

COMMENTS: _____

Department Head



Date 02/24/2021

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND 4% RESERVE FUND
INFORMATION SHEET
(As Required By Ordinance 086-1534)

General Hospital
3rd Quarter – FY 2021
67201000

Object Code	Item	Qty.	Estimated Cost	Replacement or New Equipment	Age of Equipment Replacing (In Years)	Estimated Life of Equipment (In Years)
530200	General Hospital – Equipment & Renovation:					
	Fracture Table – Will replace old table for hip fractures [Operating Room]	1	88,000	Replace	10+	10
	Intra-Aortic Balloon Pump – Replace equipment well-past useful life for heart catheterizations [Cath Lab]	1	100,000	Replace	10	7
	CT Machine – A 2 nd unit (refurbished) for backup and immediate CT Chest for COVID and respiratory diagnosis [Medical Imaging]	1	525,000	Replace	10+	10
	Refurbish Angio Suite for Interventional Rad – Angio Lab for IR Cases with Cath Lab at capacity	1 Lot	350,000	Replace	5+	5
	TOTAL		\$1,063,000			

Is this expenditure federal or state reimbursable?..... No
Can this equipment be used year around? Yes
Has the price been verified by Division of Purchases?..... Yes
Have you checked Public Property Division for usable surplus equipment? No
Is equipment absolutely necessary at this time? Yes
Will equipment reduce present cost? Yes
Is equipment to extend services? Yes
Is equipment to reduce manpower? No
Will equipment require new manpower?..... No
Will equipment increase productivity? Yes
Will equipment promote public health? Yes
Will equipment promote public safety? Yes
Have all previously adopted resolutions appropriating funds from the General Fund Reserve Fund (4% Fund) been complied with by expending said funds as required? Yes
If not, do you expect to expend funds and the date expected for the expenditure? (June 2021) Yes

COMMENTS: _____

[Signature]
3/5/21

Agency Head *[Signature]*
Date *[Signature]* 3/5/21



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-811, **Version:** 1

A resolution to approve the Second Amendment to two grant contracts for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Crossroads Campus and Westminster Home Connection.

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through the Metropolitan Housing Trust Fund Commission, previously entered into grant contracts with Crossroads Campus and Westminster Home Connection for the express purpose of constructing affordable housing approved by RS2018-1088; and,

WHEREAS, Metro and Crossroads Campus and Westminster Home Connection executed a First Amendment to said grant agreements on March 18, 2020, extending the term of the grant contracts, which amendment was approved by RS2020-242; and,

WHEREAS, Metro and Crossroads Campus and Westminster Home Connection have agreed to a Second Amendment to extend the term of the contracts, 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 the amendments to the grant contracts 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 two grant contracts for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Crossroads Campus and Westminster Home Connection, copies of which are attached hereto and incorporated herein, are 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 amends two grant contracts between the Metropolitan Housing Trust Fund Commission and two non-profit organizations for the construction of affordable housing. The original grants were approved by Resolution No. RS2018-1088 for a term from the date of execution until completion of the project, but not for longer than 24 months. The grant amounts were \$1,000,000 for Crossroads Campus and \$155,000 for Westminster Home Connection. The contracts were extended for an additional 12 months pursuant to Resolution No. RS2020-242.

The parties now desire to extend the terms for an additional 12 months. There is no change in the grant amounts.

Fiscal Note: This resolution will extend the term of these contracts but will not affect the balance of the Barnes Fund.

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

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 **CROSSROADS CAMPUS** (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:

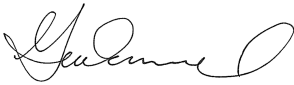
Recipient: Crossroads Campus

By: 
Lisa Stetar, Executive Director

Date: 2-11-2021

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

APPROVED:



Gina Emmanuel, Chair
Metropolitan Housing Trust Fund Commission

2/24/2021

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

3/2/2021

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

3/2/2021

Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

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

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 **WESTMINSTER HOME CONNECTION** (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: Westminster Home Connection

By: _____

Keith Branson, Executive Director

Date: 2/16/21

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

APPROVED:



Gina Emmanuel, Chair
Metropolitan Housing Trust Fund Commission

03/01/2021

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

3/2/2021

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

3/2/2021

Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-812, **Version:** 1

A resolution approving amendment two to a subrecipient grant agreement from the Metropolitan Development and Housing Agency (MDHA), to the Metropolitan Government, acting by and through the Metropolitan Action Commission, to address rent and mortgage assistance for up to three months for eligible households resulting from the COVID-19 pandemic.

WHEREAS, The Metropolitan Government, acting by and through the Metropolitan Action Commission, previously entered into a subrecipient grant agreement with MDHA, to address rent and mortgage assistance for up to three months for eligible households resulting from the COVID-19 pandemic approved by RS2020-592; and,

WHEREAS, the parties wish to amend the subrecipient grant agreement to increase the amount of the grant by \$500,000.00 for a new total of \$1,408,321.75, 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 these funds be appropriated to the Metropolitan Action Commission and 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 subrecipient grant agreement by and between MDHA to the Metropolitan Government, acting by and through the Metropolitan Action Commission, to address rent and mortgage assistance for up to three months for eligible households resulting from the COVID-19 pandemic, a copy of which amendment two to the subrecipient grant agreement is attached hereto and incorporated herein, be appropriated to the Metropolitan Action Commission, and the Metropolitan Mayor is authorized to execute the same.

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

Analysis

This resolution approves the second amendment to a subrecipient grant agreement from the Metropolitan Development and Housing Administration (MDHA) to the Metropolitan Government, acting by and through the Metro Action Commission. The original grant was approved by Resolution No. RS2020-592 and provides rent and mortgage assistance for up to three months for eligible households resulting from the COVID-19 pandemic. This amendment would increase the amount of the grant by \$500,000, for a new total of \$1,408,321.75.

GRANT SUMMARY SHEET

Grant Name: MDHA Community Development Block Grant - Corono Virus (CDGG-CV) FY 21 Amendment 2

Department: METRO ACTION

Grantor: U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

Pass-Through Grantor (If applicable): MDHA

Total Award this Action: \$500,000.00

Cash Match Amount \$0.00

Department Contact: Marvin Cox, Family & Community Services Program Director
862-8860

Status: AMENDMENT

Program Description:

Grantee will provide rent or mortgage assistance for up to 3 months in the amount of up to \$2,500 per month for eligible households for units constructed 1978 or earlier and up to 6 months for units constructed after 1978. The amount of assistance provided will be the minimum amount needed, considering other resources available to the applicant, to prevent/stall the eviction or foreclosure and continue to meet basic needs. Amendment 2 increases the amount of assistance an additional \$500,000 for a new total of \$1,408,321.75.

Plan for continuation of services upon grant expiration:

MAC anticipates that this will be a one time award due to the COVID pandemic.

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
METRO ACTION	075	Marvin Cox, Family & Community Services Program Director				862-8860	862-8870
Grant Name:		MDHA Community Development Block Grant - Corono Virus (CDGG-CV) FY 21 Amendment 2					
Grantor:		U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT				Other:	
Grant Period From:		10/01/20		(applications only) Anticipated Application Date:			
Grant Period To:		09/30/21		(applications only) Application Deadline:			
Funding Type:	FED PASS THRU			Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:	MDHA			Randall Funding Project:		<input type="checkbox"/>	
Award Type:	FORMULA			Total Award:		\$500,000.00	
Status:	NEW			Metro Cash Match:		\$0.00	
Metro Category:	New Initiative			Metro In-Kind Match:		\$0.00	
CFDA #	14.218, 14.228			Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>	
<p>Grantee will provide rent or mortgage assistance for up to 3 months in the amount of up to \$2,500 per month for eligible households for units constructed 1978 or earlier and up to 6 months for units constructed after 1978. The amount of assistance provided will be the minimum amount needed, considering other resources available to the applicant, to prevent/stall the eviction or foreclosure and continue to meet basic needs. Amendment 2 increases the amount of assistance an additional \$500,000 for a new total of \$1,408,321.75.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
MAC anticipates that this will be a one time award due to the COVID pandemic.							
How is Match Determined?							
Fixed Amount of \$		or		0.0%		% of Grant	
						Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund		Business Unit	
Is not budgeted?		\$0.00		Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				Requested from Cont. Match Fund:			
Other:							
Number of FTEs the grant will fund:		1.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		15.71%		Indirect Cost of Grant to Metro:		\$191,208.49	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow. 15.71%		Ind. Cost Requested from Grantor:		\$143,323.26	
*(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		\$1,056,241.75					\$1,056,241.75	\$143,406.36	\$107,492.44
Yr 2	FY22		\$352,080.00					\$352,080.00	\$47,802.13	\$35,830.82
Yr 3										
Yr 4										
Yr 5										
Total			\$1,408,321.75	\$0.00	\$0.00		\$0.00	\$1,408,321.75	\$191,208.49	\$143,323.26
		Date Awarded:		02/01/21	Tot. Awarded:		\$500,000.00	Contract#:		CDBG-CV Amendment 2
		(or) Date Denied:			Reason:					
		(or) Date Withdrawn:			Reason:					

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

Rev. 8/5/03
5194

GCP Rec'd
03/02/21

GCP Approved
03/02/21

VW

**AMENDMENT 2
TO
THE SUBRECIPIENT AGREEMENT BY AND BETWEEN
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND
METROPOLITAN ACTION COMMISSION**

The parties, Metropolitan Development Housing Agency ("MDHA") and Metropolitan Action Commission, 800 2nd Avenue North, Nashville, TN 37201 (hereinafter "Grantee") agree to the following amendment ("Amendment") to the Subrecipient Agreement ("Agreement") between the parties with an effective date of February 1, 2021.

The 6th paragraph on page 1 of the Agreement shall be amended to read as follows:

WHEREAS, MDHA shall make available CDBG-CV funds not to exceed **\$1,408,321.75** for the Project; and

SECTION III - PAYMENT of the Agreement shall be amended to read as follows:

- A. The total amount of CDBG-CV funds awarded under this Agreement shall not exceed **\$1,176,657.40** for direct rent or mortgage assistance services and **\$231,664.35** for direct and/or indirect administrative expense, as applicable.

EXHIBIT A – AMENDED EXHIBIT A – SCOPE OF SERVICES AND BUDGET of the Amendment 1 of the Agreement shall be revised as follows:

12. Financial Capacity Budget

CDBG-CV Emergency Rent/Mortgage Assistance					
Organization Name/Application Title	Original Grant Award – 10-1-2020	Direct Admin Based on % Requested	Indirect Admin 15.71% Based on approved cost allocation plan	Project Rent- Mortgage	Total
Metro Action Commission	\$908,321.75	\$58,341.09	\$123,323.26	\$726,667.40	\$908,321.75
	2 nd Grant Award – 2-1- 2021	Direct Admin based on 60% of \$50,000	Indirect Admin 40% of \$50,000 (amount does not	Project Rent- Mortgage	Total

			exceed amount of indirect cost allowed based approved cost allocation plan for total grant		
Metro Action Commission	\$500,000	\$30,000	\$20,000	\$450,000	\$500,000

All other terms of the Agreement as amended are incorporated herein by reference and adopted as part of this Amendment 2, except as modified herein in this Amendment 2.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

Saul Solomon
Saul Solomon, Interim Executive Director Date

William H. Choppin
Will Choppin, General Counsel for MDHA Date

METRO ACTION COMMISSION

Cynthia Croom 3/2/21
Cynthia Croom, Ed.D., Executive Director Date

DocuSigned by:
LaVonia C. Steele 3/2/2021 | 7:24 AM PST
6990E5BC0E9C4CE...
LaVonia C. Steele, Ed.D., Board Chair Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo, Director of Finance
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

B.C. Cobb, Director of Insurance

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

John Cooper, Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-813, **Version:** 1

A resolution accepting a Victims of Crime Act (VOCA) grant from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to The Metropolitan Government, acting by and through the Metropolitan Nashville Office of Family Safety, to fund office equipment purchases.

WHEREAS, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, has awarded a grant in an amount not to exceed \$50,000.00 with no cash match required, to The Metropolitan Government, acting by and through the Metropolitan Nashville Office of Family Safety, to fund office equipment purchases; 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 VOCA grant by and between the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, in an amount not to exceed \$50,000.00, to The Metropolitan Government, acting by and through the Metropolitan Nashville Office of Family Safety, to fund office equipment purchases, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Nashville Office of Family Safety.

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 Victims of Crime Act (VOCA) grant from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to the Metropolitan Government, acting by and through the Office of Family Safety. The grant will be used to office equipment purchases, including desks, storage units, laptops, charging cords, and all-in-one video conferencing units. The grant is an amount not to exceed \$50,000 with no local cash match required. The term of the grant begins February 1, 2021 and ends June 30, 2021.

GRANT SUMMARY SHEET

Grant Name: VOCA Victim Service - Equipment 21-21

Department: OFFICE OF FAMILY SAFETY

Grantor: U.S. DEPARTMENT OF JUSTICE

Pass-Through Grantor

(If applicable): TENN. DEPT. OF FIN. & ADMIN. OCJP

Total Award this Action: \$50,000.00

Cash Match Amount \$0.00

Department Contact: Diane Lance
862-6013

Status: NEW

Program Description:

This is a one time grant to purchase equipment needed to enhance client services.

Plan for continuation of services upon grant expiration:

With the grant being only used to purchase equipment. There will be no need to continue to project once all equipment is purchased.

Budget Analyst Approval _____

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
OFFICE OF FAMILY SAFETY	51	Diane Lance				862-6013	
Grant Name:		VOCA Victim Service - Equipment 21-21					
Grantor:		U.S. DEPARTMENT OF JUSTICE				Other:	
Grant Period From:		01/01/21	(applications only) Anticipated Application Date:				
Grant Period To:		06/30/21	(applications only) Application Deadline:				
Funding Type:	FED PASS THRU	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:	TENN. DEPT. OF FIN. & ADMIN. OCJP	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$50,000.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$12,500.00			
CFDA #	16.575	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically?		<input checked="" type="checkbox"/>			
This is a one time grant to purchase equipment needed to enhance client services.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
With the grant being only used to purchase equipment. There will be no need to continue to project once all equipment is purchased.							
How is Match Determined?							
Fixed Amount of \$	n/a	or	20.0%	% of Grant	Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
n/a							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		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		14.00%		Indirect Cost of Grant to Metro:		\$7,000	
*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	\$50,000.00			\$0.00		\$12,500.00	\$62,500.00	\$7,000.00	\$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00	\$62,500.00	\$7,000.00	\$0.00
Date Awarded:			02/08/21	Tot. Awarded:		\$50,000.00	Contract#:	N/A		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
5180

GCP Rec'd
02/22/21

GCP Approved
0/23/21

VW



February 9, 2021

John Cooper, Mayor
Metro Government of Nashville-Davidson County
1 Public Sq #100
Nashville, TN 372015007

Dear Mr. Cooper:

The Office of Criminal Justice Programs is pleased to notify you that the VOCA Grant Contract for your **VOCA Victim Service - Equipment** project has been approved. Included with this letter, a final signed copy of your fully executed contract is enclosed as an email attachment. The contract has not been processed by the Office of Business and Finance, within the Department of Finance and Administration, and therefore the contract has not been assigned a contract number at this time. **Once the contract has been processed in the Edison system, your program manager will email you the specific grant contract number for this contract.**

Electronic submission via e-mail is the required method for submitting the Invoice for Reimbursement Form. In order to expedite and support the use of email for OCJP sub-recipients who utilize spreadsheet software (Excel), the F & A Office of Business and Finance will customize and email the Invoice for Reimbursement Form to all agencies. **The invoice you receive will have the contract number for this contract.**

The Office of Criminal Justice Programs utilizes the Invoice Reimbursement process for non-state agencies to request reimbursement for expenditures. Funds will be distributed to subrecipients upon receipt of a properly prepared and signed invoice. Funds cannot be disbursed based on budgeted amounts. The expense must have occurred before the line item reimbursement can be made. Please send invoice submissions along with any questions or inquiries to OBF.Grants@tn.gov.

To assist you in management of this grant please reference the complete contract (attached) as well as the OCJP Administrative Manual that has been developed by OCJP in conjunction with requirements from the Department of Justice. The current manual can be located on the OCJP website at the following link: <https://tn.gov/lawsandpolicies/section/office-of-criminal-justice-programs-grants-manual>.

We look forward to our continued partnership with you.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Brinkman". The signature is written in a cursive, flowing style.

Jennifer Brinkman
Director

cc: Diane Lance, Department Head
File



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 2/1/2021	End Date 6/30/2021	Agency Tracking # -	Edison ID
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Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County	Edison Vendor ID 4
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Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA #16.575 Grantee's fiscal year end June 30
--	---

Service Caption (one line only) VOCA, VOCA Victim Service - Equipment

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021		\$50,000.00			\$50,000.00
TOTAL:		\$50,000.00			\$50,000.00

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	The Competitive Selection process utilized was as per the DGA.
<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.	CPO USE - GG
Speed Chart (optional) FA00003101	Account Code (optional) County - 71301000

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND**

Metropolitan Government of Nashville and Davidson County

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the Victim of Crime Act of 1984 (VOCA) CFDA number 16.575, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the VOCA program is to support the provision of services to victims of crime. Priority will be given to victims of child abuse, domestic violence, sexual assault, and victims of violent crime who were "previously underserved".
 - 1. For the purpose of these Program Guidelines, services are defined as those efforts that:
 - a. Respond to the emotional, psychological and physical needs of crime victims.
 - b. Assist victims of crime to stabilize their lives after victimization.
 - c. Assist victims to understand and participate in the criminal justice system.
 - d. Restore a measure of security and safety to the victim.
 - 2. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.
 - 3. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their

VOCA funded project. The Grantee is required to complete a sub-grant award report (SAR) annually for the life of the project.

- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 2/1/2021 ("Effective Date") and extend for a period of Five (5) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty Thousand Dollars (\$50,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2021 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 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:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing
312 Rosa L. Parks Avenue, Suite 2000
Nashville, TN 37243

OBF.Grants@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 Finance and Administration, Office of Criminal Justice Programs.
 - (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.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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.
 - e. 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:

Katie Davis, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Katie.Davis@tn.gov
 Telephone # (615) 741-4185

The Grantee:

Diane Lance, Department Head

Metro Office of Family Safety
 610 Murfreesboro Pike
 Nashville, Tennessee 372103512
 Email: danielance@jnsnashville.gov
 Telephone # (615) 880-3173

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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State,

the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 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 C.
- 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, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor

vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of

the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.6. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged

patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

IN WITNESS WHEREOF,

Metropolitan Government of Nashville and Davidson County:



GRANTEE SIGNATURE

1-27-21

DATE

John Cooper, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

HOWARD H. ELEY, COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
GRANT NO. VOCA Office Equipment 21-21**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Diane Lance
Diane Lance, Department Head
Office of Family Safety

02/05/2021
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

"See previous page"
John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VOCA
OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Metropolitan Government of Nashville and Davidson County Federal ID Number (FEIN): 62-0694743 DUNS Number: 078217668 SAM Expiration Date: 11/18/2021 Fiscal Year End Date: June 30		Implementing Agency: Name: Metro Office of Family Safety Address: 610 Murfreesboro Pike Nashville, TN 37210-3512	
Will You Have Any Subcontracts? No			
Project Title: VOCA Victim Service - Equipment			
Contract Start Date: 2/1/2021		Contract End Date: 6/30/2021	
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) John Cooper, Mayor 1 Public Sq #100 Nashville, 372015007		Phone Number: (615) 862-6000 EXT:	E-Mail Address: mayor@nashville.gov
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Diane Lance, Department Head 610 Murfreesboro Pike Nashville, 372103512		Phone Number: (615) 880-3173 EXT:	E-Mail Address: dianelance@jnsnashville.gov
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Andrew Sullivan, Financial officer 610 Murfreesboro Pike Nashville, 372103512		Phone Number: (615) 862-5872 EXT:	E-Mail Address: andrewcsullivan@jnsnashville.gov
County/Countries Served (Type ALL if Statewide): Davidson			
U.S. Congressional District(s): 5			

Scope of Services/Project Narrative
VOCA Grant

EQUIPMENT GRANT

PROBLEMS FOR INTERVENTION AND EQUIPMENT NEEDS TO BE IMPROVED

What is the area this technology, training, public awareness, equipment will be used for, or Client need? How will it enhance the agency's ability to provide trauma informed services to victims of crime? If the request is for response to COVID-19 program issues, why is it needed? Examples: Databases, Telehealth, Refrigerator for victim food storage, Washer/Dryer; Sensitive Minor Equipment; Phone System Upgrades; Case Management/Database Systems; Furniture for Victim Waiting Rooms, Furniture for Shelters, and Children's Indoor and Outdoor Play Areas; Translators, Hoteling Needs, Food and Personal Hygiene Products for clients, etc. Describe how not having the requested resources impacts victims in your community.

The equipment requested in this grant application will enhance OFS' ability to provide trauma informed services at both of its Family Safety Centers (Jean Crowe Advocacy Center and the Family Safety Center). In 2019, OFS had 7,097 direct advocacy client visits (3,193 were first time client visits to the Family Safety Centers that year), provided case management to 40 human trafficking victims, and provided domestic and sexual violence education to 118 incarcerated women. This is a 13.6% increase in client visits from the last year, a 3,900% increase in the number of human trafficking clients receiving case management, and a 46% increase in the number of incarcerated women receiving domestic and sexual violence education. Finally, in 2019 OFS provided supportive services to 4,889 children and support people (a 179% increase). To date in 2020, OFS has had 9,427 direct advocacy client visits. During the COVID pandemic specifically, OFS has had 8,176 client visits, (a 67% increase from the same time period in 2019). To date in 2020, OFS has completed 27,272 safety efforts. During the COVID pandemic specifically, OFS has completed 22,983 safety efforts (a 41% increase in safety efforts from the same time period in 2019). To date in 2020, Nashville has had 11 DV homicides.

Covid -19 pandemic related equipment needs include the following:

- 1) Video Conferencing systems: (2) Additional all-in-one video conferencing systems are needed to keep clients and staff safe. These systems allow advocates to provide safety planning, danger assessments, resources/referrals, order of protection assistance, victims compensation assistance and other supportive services from remote locations. Those remote locations can include when the victim is at home and the advocate is at the Family Safety Center (FSC) or Jean Crowe Advocacy Center (JCAC) or vice versa. These all-in-one units can also be used room-to-room in the FSC and JCAC to avoid the need for on-site clients, advocates/navigators to be in the same room when receiving and providing services.
- 2) Earphones with microphones: (15). Earphones are needed for FSC and JCAC video conferencing systems. These earphones allow clients to better hear their remote advocate while also limiting what the client's children can hear. Before Covid-19, children were able to play in the FSC's trauma informed play space while their caregiver received advocacy services. With the Covid-19 pandemic, this play space is currently closed and children now accompany their caregiver into the room where the caregiver is receiving advocacy assistance. It helps both the client and accompanying children if they cannot hear the advocate questions and supportive information. Likewise, these earphones will allow advocates to better hear and converse with clients in a trauma responsive manner. In addition, earphones help ensure client confidentiality as staff work from home or in public entrances to the FSC. This number of earphones with microphones will ensure we have enough for FSC clients, OFS remote advocates and navigators.
- 3) Signature pads: (5) signature pads are needed in order to assist clients remotely. These signature pads allow the client to sign critical electronic forms without the on-site presence of

an advocate. Signature pads are needed for the following types of services: Order of protection petitions, releases of information, victim's compensation applications, referrals to MOU partners, and recommendations for assignment of volunteer attorneys.

- 4) Laptop bags: (12) laptop bags are needed. With a dramatic increase in staff rotating between in office work and at-home work, laptop bags are needed to protect computers in transit.
- 5) Keyboard wrist rests: (12) wrist rests are needed for advocate staff. Now that advocates are working remotely, 100% of their work is done over the computer. In order to protect staff from related wrist injury, wrist rests are needed.
- 6) Rolling plexiglass dividers: (8) rolling plexiglass dividers are needed to assist in the separation of staff from each other as well as staff and clients. These dividers are especially helpful when staff work with clients who may become upset or angry when describing the abuse they are experiencing. Yelling and/or crying can project COVID-19 and other virus particles farther than they would normally project in a calm and quiet conversation.
- 7) Televisions, speakers and carts: 2 televisions, 4 speakers, and 2 carts are needed for the FSC. Since the onset of the Covid-19 pandemic, the FSC's training room has been converted into client spaces. This training room was transitioned to client rooms because it is near an entrance, is the largest room in the FSC, and it can accommodate all technology needs for remote advocacy while allowing children to play comfortably and/or watch a movie. With the loss of this room for staff, the FSC's remaining meetings room can only accommodate a maximum of 3-4 staff members with 6 foot distancing requirements. Fortunately, there is a very large room in the basement that connects the FSC to the Headquarters. With these two TVs and 4 speakers, in person meetings and presentations can take place with proper social distancing.

Non-Covid 19 pandemic related equipment needs include the following:

- 1) Charging cords: (20) charging cords are needed for clients. Many clients come to the FSC with little to no charge left on their cellular phone. This is not safe for the client and causes increased anxiety. A variety of charging cords are needed at the FSC and JCAC in order for clients to charge their phone while receiving services. A charged phone helps ensure clients do not feel rushed and allows clients to remain connected to the needs of their children who may be at school or with a babysitter. Additionally, being able to be reached can reduce the suspicions of offenders that clients are seeking outside assistance and support and assist clients with being able to safely call for emergency assistance when needed.
- 2) Desk, storage units, and white board: 1 desk and 2 storage units and 1 glass white board are needed for the FSC. Since opening of the FSC, OFS' has added one Assistant Director position to oversee client services at the FSC. As a result, one client support room needs to be converted into an office space. A closed-door office is needed in order to have effective and private supervision and coaching with FSC client advocacy staff. We would also purchase a glass dry erase board similar to others currently in the FSC.

List any specific problems you are having with your current technology/equipment. If you are requesting training or public awareness materials, describe the training or public awareness campaign. If requesting funds for public awareness activities, the public awareness activities must be designed to increase victims knowledge on how to access services.

- 1) Video Conferencing systems: The FSC needs additional video conferencing systems to ensure that remote advocacy is more seamless and assessible to clients. The alternative to these all-in-one units are hand held tablets. Initially, OFS used hand held tablets for all remote advocacy. It did not take long to realize that these tablets were highly frustrating for clients and staff alike. These all-in-one units are much easier for clients to use because it allows clients to "split screens" in order to access their email, use DocuSign and watch educational videos without losing the advocate on the screen. These all-in-one units also have a much

larger screen – increasing the feeling of connection to the advocate and his/her supportive facial expressions. Unlike the tablets, theft is not an issue with the all-in-one units as they are large and wired into the wall. Finally, the all-in-one machines can access video conferencing not only with advocates but also the night court commissioners at ex-parte order of protection hearings. These all-in-one units allow the OFS advocates to be visible to clients' on the screen at the same time as the Night Court Commissioner – just as they would be if working in the same room together.

- 2) **Earphones with microphones:** When clients need privacy in the room where they are receiving remote assistance they are using both earphones to hear and a desk telephone to talk. Telephones need to be used because current headphones do not have a microphone. With the requested earphones with microphones clients will be able to plug the earphones into the all-in-one unit in order to listen and speak with the advocate. This allows for greater privacy and a more seamless conversation.
- 3) **Signature pads:** OFS currently has only three signature pads. While this number was sufficient early on, it is no longer enough. Clients currently must wait until another client finishes with the signature pad in order to sign their own documents such as order of protection petitions, release of information, victims' compensation applications, referrals to MOU partners, and recommendations for assignment of volunteer attorneys. These additional signature pads will be assigned to each all-in-one unit to ensure client services are not unnecessarily delayed.
- 4) **Laptop bags:** Advocates that do not have a laptop bag are carrying their laptops to and from work by hand. This creates tremendous risk that the laptop will be damaged in transit or when not in use at home.
- 5) **Wrist rests:** Currently no advocates have wrist rests. Given that remote work is all done at the computer this will create long-term strain and possible injury. Wrist rests will help relieve wrist tension as Advocates work with clients remotely from computers.
- 6) **Rolling plexiglass dividers:** Many of the FSC client support rooms have sufficient space to allow for 6 feet of distancing. Given the nature of our work however, Metro health department recommends dividers between clients and staff. The concerns expressed by Metro Health include the extended length of time advocates are in rooms with clients (70-90 minutes) and the likelihood virus droplets reaching a distance further than 6 feet when clients are expressing feelings of grief, fear or anger. These clear Plexiglas dividers will provide an extra layer of protection in preparation for returning to in-person work again.
- 7) **Televisions, speakers and carts:** The FSC has 5 meeting rooms. With 6 feet distancing requirements, one room allows for 4 people, one room allows for 3 people, one room allows for 2 people and two rooms allow for 1 person. As more and more FSC staff and partners begin to return to the office, these rooms are not sufficient for in-person meetings and trainings. Fortunately, the FSC has a large room in the basement between the FSC and Headquarters that can safely space out 20-25 people. Unfortunately, this space was not equipped with the type of technology needed for large group work. Two televisions, placed on a rolling cart with accompanying speaker systems, will allow for larger in-person meetings and trainings to take place. Without this room and accompanying technology many of our taskforces, meetings and trainings (such as, sexual assault taskforce, strangulation taskforce, strangulation taskforce, high risk intervention panel, domestic abuse death review, MOU partner meetings, and advocate training) will need to remain virtual for much longer. The lack of in-person connection for a year or more will soon result in multi-disciplinary team deterioration.

Non-Covid 19 pandemic related equipment needs include the following:

- 1) **Charging cords:** A variety of charging cords are needed at the FSC and JCAC for clients to charge their phones while receiving services. Clients are often very anxious and will rush or when they have depleting phone batteries. Having enough chargers for clients allows them to

charge their phones during their time with an advocate; ensuring they can be reached or reach out in case of an emergency or by a suspicious/jealous offender.

- 2) Desk, storage units and white board: Currently, the FSC Assistant Director does not have a properly equipped closed door office. As a result, this Assistant Director has been using a client support room to support and supervise staff members. This is not a productive and healthy workspace for this Director level position and those that she manages. With this equipment, a desk, storage units, and white board would replace the sofa and lounge chairs that currently occupy this space. All existing FSC office furniture was donated by HCA several years ago and there are no extra desks and storage units to fit this small office space.

ACTIVITIES

Provide a timeline to demonstrate that the planned purchases, training and/or public awareness activities will be completed within the 6 month project period. Specific dates for completion and specific staff responsible for completing each activity are to be included. Add additional lines as needed.

IMPLEMENTATION TIMELINE

ACTIVITY	STAFF TO COMPLETE	COMPLETION DATE
Purchase earphones, charging cords, wrist rests, laptop bags	Assistant Director of Client Services	February 1, 2021
Initiate and confirm purchase of all-in-one units, video conferencing system, and signature pads	Financial Officer	February 1, 2021
Initiate and confirm purchase of Plexiglass dividers	Financial Officer	February 1, 2021
Initiate and confirm purchase of televisions, speakers, and carts	Financial Officer	February 15, 2021
Initiate and confirm purchase of desk, storage units, and white board	Financial Officer	February 15, 2021

INPUTS

This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives. List agency resources that will be dedicated to this initiative.

Describe how the agency is leveraging other funds for additional support for the project.

The following describes how OFS has leveraged past funds to help meet the needs expressed in this grant application:

All-in-one units & earphones: Cares Act funds have been leveraged to date. As recommended and supported by Metro IT, OFS purchased and is currently utilizing (3) existing all-in-one units prior to this application. These units were funded by through Metro Government's General Fund. With the proven success of these units and ongoing technical support provided by the Metro IT Department, OFS is confident that the additional units funded under this grant will greatly improve the victims' experience with remote advocacy and support. The earphones with microphones will further enhance the victims experience by removing the need to also use the telephone. This will provide

greatly enhanced privacy and reduce the audio echo that currently occurs when using two devices. The purchasing process for these all-in-one units is to go through the Metro ITS to order through our supplier, Dell. The purchasing process for the earphones is to use the Metro procurement process through our vendor (HiTouch, Staples.)

Plexiglas dividers: Cares Act funds have been leveraged to date. OFS has purchased (8) Plexiglas dividers prior to this application. Each of these has been assigned to areas of the building and have been an effective tool to enhance safety. As Nashville moves through its Covid-19 re-opening phases, more dividers will be needed to enhance safety in the workplace. OFS staff and Metro General Services will be responsible for the upkeep of these dividers. The purchasing process for the Plexiglas dividers is to use the Metro procurement process through our vendor (HiTouch, Staples).

Laptop cases: Metro funds have been leveraged in the past and will continue to be leveraged in the future. OFS now ensures that all laptops are purchased with a protective case. Unfortunately, this was not always the procedure. Prior to Covid-19, the risk of damaging these unprotected laptops was minimal since they were never taken home. Now that laptops are taken home all current laptops need a protective case for home and office. The purchasing process for these laptop cases is to use the Metro procurement process through our vendor (HiTouch, Staples.)

Signature pads: Donations have been leveraged. 3 signature pads were donated to OFS at the onset of the Covid-19 pandemic. As more and more clients are coming to the FSC for services, additional signature pads are needed. The purchasing process for these signature pads is thought out ITS department.

Desk & storage: Donations have been leveraged. OFS will be utilizing a donated office chair, two guest chairs, and art to complete the outfitting of this office. The purchasing process for the desk and storage units through the Metro General Services department.

TVs, Carts, and Speakers: Personnel will be leveraged. OFS and other FSC staff members lead the in-person meetings, taskforces and trainings that will be utilizing this equipment. These multi-disciplinary teams include Police, District Attorney's Office, Social Services, shelter providers, civil-legal assistance providers, sexual assault service providers, adult and child protective services, and other MOU nonprofit partners. The purchasing process for the TVs, carts, and speakers is through Diversified who Metro contracts with for all audio-visual needs.

Note: To date, OFS has spent \$23,288 to make needed Covid 19 adjustments at the FSC. The largest expenditures have included All-in-one units, cell phones, masks, remote notaries and cleaning supplies.

Describe how the agency ensures clients are receiving trauma informed services.

Metro's Office of Family Safety (OFS) work focuses on Nashville's most vulnerable victims, those targeted by predators because of their gender or age such as women, children and the elderly. Many of the victims that OFS Advocates assist at Nashville's Family Justice Centers have suffered ongoing victimization, chronic trauma and egregious offenses such as attempted murder, strangulation, and rape.

For many clients, OFS is the "first-responder" – especially for those clients that do not want to involve police (research estimates this percentage at 47%). OFS' victim centered and victim led approach assists clients with their urgent safety and medical concerns such as connecting clients

to shelter and medical providers to examine head trauma and strangulation injuries. In addition, Advocates do unique safety planning, danger assessments and resource connection with clients in order to meet individualized safety needs. Because there is no safety net to catch this work in the absence of OFS, our advocates continue to provide services at the FSC (in person and remotely) during this pandemic. OFS is the city's safety net when it comes to crisis intervention services for victims of interpersonal violence.

Amid the challenges of the Covid-19 pandemic, OFS has strived to maintain an environment that elicits feelings of safety, connection and dignity while minimizing triggers that may be traumatizing or stigmatizing. The check-in process at our FSC continues to be welcoming and safe. Clients are provided with masks, hand sanitizer, and snacks upon arrival and are personally escorted into one of our four clean and comfortable private rooms in order to speak confidentially with an advocate.

Since Covid-19, each client service rooms is equipped with a laminated color coded resource guide that is reviewed page-by-page with the Advocate. These Advocates are currently working remotely and appear life-size on the large video conferencing screens in order to cement feelings of one-on-one connection. On-site Navigators check-in with clients regularly to see if they can help with any on-site needs such as food, drinks, restroom, and other pressing concerns.

Each client service room also has a sound machine and the capability for dimming that lights which helps create a calming environment and increase privacy to ensure that clients can safely communicate their needs and concerns. OFS advocates provide domestic violence education via multiple mediums including videos, danger assessments, and resource connections and referrals to programs that fit the client's needs. Self-evaluation is important and this is accomplished through or client exit surveys and recommendations from our survivor advisory committee, VOICES.

OFS client surveys show that we are doing the following very well:

1. **Victims report that their sense of safety and security has increased:** My immediate sense of safety and security has increased as a result of the services I received from this agency.
2. **Victims report an increase in knowledge about victims' services.** I am more knowledgeable of the services and community resources available to victims.
3. **Victims report an increase in knowledge about the criminal justice system.** I am more knowledgeable about the criminal justice system.
4. **Victims express satisfaction with services.** I am satisfied with the services I have received through this department.
5. **Victims report an improved ability to plan for their safety.** I know more ways to plan for my safety.
6. **Victims report a decrease in the level of vulnerability by identifying a support system.** (Decrease in isolation). I have identified a support system to help me address my victimization."

Training is the backbone of our trauma informed service delivery model. We not only receive national training on the subject but provide trainings on this topic to service providers throughout Nashville and across the state including Judges, attorneys and prosecutors as well as other Family Safety Centers. Nashville's Family Safety Center is considered a national model for Family Justice Centers across the country. We speak and provide tours on this topic often for the national oversight body for Family Justice Centers, the Alliance for Hope.

Describe agency use of volunteers, including training and positions/duties volunteers are responsible for.

In 2019, OFS utilized 49 interns and volunteers and 2 volunteer groups. The total number of intern and volunteer hours was 7,400. OFS interns and volunteers assist with direct client services, provide trauma informed play opportunities for children of FSC clients, assist with firearm and strangulation case flagging, hospitality, donation sorting and management, community outreach, research and administrative tasks.

OFS puts a tremendous emphasis on intern and volunteer training. Trainings focus on interpersonal violence and the critical role confidentiality plays in our work. Additionally, volunteers and interns are trained on safety planning, orders of protection, boundaries, advocacy basics, sexual assault, high risk indicators, documentation, and trauma informed services, and other special topics related to our work.

Interns assist with client service provision under the supervision of advocacy staff and the Resource Coordinator. They also assist with administrative work, client follow-up services, and resources and referrals. Office of Family Safety volunteers assist with the operations of our Family Safety Centers. This assistance includes but is not limited to assisting with the coordination of donations; including drop-offs, pick-ups, cataloguing, and the distribution of donations of food and floral arrangements. Additionally, volunteers work to keep Nashville's Family Safety Centers clean, bright, and welcoming for the clients we serve.

Describe the agencies in-kind and cash match that will be used to meet the required 20% match for this grant. Include the source of the match.

The Office of Family Safety will be using intern hours to cover the match. These hours will be counted at \$20 per hour (same as our rate on past grants). The Office of Family Safety will be using multiple interns to cover the 625 hours needed at \$20 per hours. We will utilize a minimum of eight (8) interns each averaging 20 hours a week for 22 weeks which will more than fulfill the required \$12,500 needed to cover the match.

Describe how OCJP funding enhances your project. How do OCJP funds benefit the project.

As previously described, OCJP VOCA funding for equipment will benefit both clients and staff. The following are the expected benefits:

- 1) Remote communication between clients and advocates will be enhanced and feel more personal (*all-in-one units*)
- 2) Privacy between client and advocate discussions will be improved and streamlined (*earphones*)
- 3) Necessary client signatures can be obtained with ease (*signature pads*)
- 4) Wear and tear on the body from increased computer work will be minimized (*wrist rests*)
- 5) Successful transition (when safe) to "in the same room" advocacy (*plexiglass dividers*)
- 6) Ability to safely have in-person meetings and trainings with 20-25 people at a time (*TVs, carts, and speakers*)
- 7) Have a properly equipped Assistant Director office for administrative tasks and advocate supervision (*desk, storage units, and white board*)

If purchasing equipment or technology, who in your agency will benefit from the purchase and how will they benefit. Provide detail in grant budget that includes descriptions on what is being purchased.

- 1) *all-in-one units & earphones* – staff and clients will benefit by hearing and seeing each other better during video conferencing advocacy. Clients will feel more privacy when speaking with the advocate.
- 2) *signature pads* – staff and clients will benefit by not having to be in the same room together to sign necessary forms.
- 3) *wrist rests* – advocate staff will benefit from decreased strain on their wrists while typing at their computer during remote advocacy work
- 4) *plexiglass dividers* – FSC staff will benefit by ensuring in-the-same room meeting with clients maximizes safety.
- 5) *TVs, carts, and speakers* – FSC staff and CCR partners will benefit by using this equipment for in-person meetings and trainings. Clients will benefit indirectly by the improved teamwork that will come from in-person meetings such as high-risk intervention panel and advocate training.
- 6) *desk, storage units, and white board* – FSC Assistant Director and advocates will benefit from this properly outfitted office to maximize opportunities to privately coach and guide advocates in their work.

The equipment being requested helps increase OFS' options for client services ensuring that clients can have the type of remote or in-person assistance that is safe according to Metro Health Department and the individual medical vulnerabilities and concerns of clients and staff members.

COLLABORATION ACTIVITIES

Collaboration is defined as a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results, they are more likely to achieve together than alone. Collaboration should describe the ongoing working relationship where ideas are exchanged a common purpose and common goals are planned and attained.

Describe any collaborations with other agencies that will enhance your project. If the agency is only purchasing equipment or technology This question does not need to be answered.

N/A

GRANT BUDGET				
AGENCY NAME: Metropolitan Government of Nashville and Davidson County				
FUND SOURCE: VOCA				
SOLICITATION NUMBER:				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 2/01/2021 END: 6/30/2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$50,000.00	\$0.00	\$50,000.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$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 ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$12,500.00	\$12,500.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$50,000.00	\$12,500.00	\$62,500.00

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/ocip/Appendix_J_Policy_03_Report.xls)

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

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metropolitan Government of Nashville and Davidson County

FUND SOURCE: VOCA

SOLICITATION NUMBER:

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
All in one video conferencing units (2)	\$1,800.00
Desk for all in one machines (10)	\$6,000.00
Headphones w/ microphones (15)	\$250.00
Signature pads (5)	\$400.00
Laptop bags (12)	\$300.00
Keyboard wrist rest (12)	\$150.00
Rolling plexiglass dividers (8)	\$4,000.00
Televisions, speakers and cart (2)	\$22,000.00
Charging cords (20)	\$400.00
Office upgrade (desk, storage unit, marker board)	\$10,000.00
Laptops (4)	\$4,700.00
	\$50,000.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time: Intern hours billed at \$20 per hours. Will have eight interns who average 20 hours per week. Will v r h 12 h	\$12,500.00
TOTAL	\$12,500.00

ATTACHMENT B**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)	2018-V2-GX-0024
Federal award date	8/9/2018
CFDA number and name	16.575; Victims of Crime Act 2018
Grant contract's begin date	2/1/2021
Grant contract's end date	6/30/2021
Amount of federal funds obligated by this grant contract	\$50,000.00
Total amount of federal funds obligated to the subrecipient	\$50,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$67,791,613.00
Name of federal awarding agency	Office for Victims of Crime
Name and email of the program manager	Katie Davis Katie.Davis@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ Metropolitan Government of Nashville and Davidson County is subject to an audit for fiscal year 2021.
- ☐ Metropolitan Government of Nashville and Davidson County is not subject to an audit for fiscal year 2021.

Grantee's Edison Vendor ID Number: 4

Grantee's fiscal year end: June 30

Any Grantee that is subject to an audit must complete the information below.

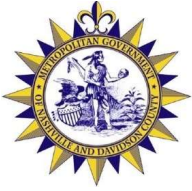
Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
a. Funds passed through any other entity	a.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-814, **Version:** 1

A resolution approving an application for an Improving Criminal Justice Response to Domestic and Dating Violence, Sexual Assault, and Stalking Grant from the U. S. Department of Justice to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Family Safety, to expand high-risk Coordinated Community Response (CCR) teams to reduce the risk of homicide and address high-risk victimization.

WHEREAS, the U. S. Department of Justice is accepting applications for an Improving Criminal Justice Response to Domestic and Dating Violence, Sexual Assault, and Stalking Grant with an award of \$999,939.00 with no cash match required; 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.

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

Section 1. That the application for an Improving Criminal Justice Response to Domestic and Dating Violence, Sexual Assault, and Stalking Grant with an award of \$999,939.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same, and the Metropolitan Nashville Office of Family Safety is authorized to submit said grant application to the U. S. Department of Justice.

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 \$999,939 from the U.S. Department of Justice to the Metro Office of Family Safety to expand the high-risk Coordinated Community Response teams to reduce the risk of homicide and address high-risk victimization. If awarded, this would be a three year grant used to hire four new employees. These employees would be responsible for developing curriculum and providing training to Metro Police officers, nonprofit partners, and other Metro employees, as well as to develop response protocols and high-risk case identification. There would be no local cash match associated with this grant.

GRANT APPLICATION SUMMARY SHEET

Grant Name: OVW FY21 Improving Criminal Justice Response to Domestic & Dating Violence, Sexual Assault, & Stalking 21-24

Department: OFFICE OF FAMILY SAFETY

Grantor: U.S. DEPARTMENT OF JUSTICE

Pass-Through Grantor (If applicable):

Total Applied For \$999,939.00

Metro Cash Match: \$0.00

Department Contact: Diane Lance
862-6013

Status: EXTENSION

Program Description:

The goal of this project is to reduce risk of homicide and address high-risk victimization by expanding high-risk Coordinated Community Response (CCR) teams, high-risk case management, and training on advanced, high-risk issues in Nashville and throughout the state to enhance domestic violence, dating violence, sexual assault and stalking victim safety and more effectively hold offenders accountable.

Plan for continuation of services upon grant expiration:

OFS currently receives funding from VOCA, STOP, ICJR, and OVC grants in addition to funding by Metro Nashville Government. OFS will continue to request Metro funding and apply for grants to sustain critical high-risk and training programs.

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Kevin Crumboltz

3/4/2021

Director of Finance

Date

DocuSigned by:

Niki Eke

3/4/2021

Metropolitan Attorney

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

3/4/2021

Director of Risk Management Services

Date

Grants Tracking Form

Part One							
Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact	Phone	Fax			
OFFICE OF FAMILY SAFETY	51	Diane Lance	862-6013				
Grant Name:	OVW FY21 Improving Criminal Justice Response to Domestic Violence, Dating Violence, Sexual Assault, and Stalking 21-24						
Grantor:	U.S. DEPARTMENT OF JUSTICE		Other:				
Grant Period From:	10/01/21	(applications only) Anticipated Application Date:		03/22/21			
Grant Period To:	09/30/24	(applications only) Application Deadline:		03/22/21			
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:		\$999,939.00			
Status:	EXTENSION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	16.590	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:			Applic. Submitted Electronically?		<input checked="" type="checkbox"/>		
<p>The goal of this project is to reduce risk of homicide and address high-risk victimization by expanding high-risk Coordinated Community Response (CCR) teams, high-risk case management, and training on advanced, high-risk issues in Nashville and throughout the state to enhance domestic violence, dating violence, sexual assault and stalking victim safety and more effectively hold offenders accountable.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
OFS currently receives funding from VOCA, STOP, ICJR, and OVC grants in addition to funding by Metro Nashville Government. OFS will continue to request Metro funding and apply for grants to sustain critical high-risk and training programs.							
How is Match Determined?							
Fixed Amount of \$	n/a	or	0.0%	% of Grant	Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
n/a							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?	\$0.00		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:	4.00		Actual number of positions added:	4.00			
Departmental Indirect Cost Rate	13.70%		Indirect Cost of Grant to Metro:	\$136,991.64			
*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	FY22	\$333,313.00					\$0.00	\$333,313.00	\$45,663.88	\$0.00
Yr 2	FY23	\$333,313.00					\$0.00	\$333,313.00	\$45,663.88	\$0.00
Yr 3	FY24	\$333,313.00					\$0.00	\$333,313.00	\$45,663.88	\$0.00
Yr 4										
Yr 5										
Total		\$999,939.00	\$0.00	\$0.00	\$0.00		\$0.00	\$999,939.00	\$136,991.64	\$0.00
Date Awarded:			Tot. Awarded:			Contract#:				
(or) Date Denied:			Reason:							
(or) Date Withdrawn:			Reason:							

Contact:

vaughn.wilson@nashville.govGCP Rec'd
02/24/21GCP Approved
02/24/21Rev. 5/13/13
5190

VW

Data Requested with Application

1. Name, title, address, telephone number, and email address for the grant point-of contact. This person must be an employee of the applicant.

LaToya Townsend, LMSW

Director of Training, Outreach, and Development – Metro Office of Family Safety

Family Safety Center

610 Murfreesboro Pike

Nashville, TN 37210

615-862-5159 latoyatownsend@jnsnashville.gov

2. Statement as to whether the applicant (the organization whose DUNS number is being used for the application) will serve as a fiscal agent. A fiscal agent is an entity that does not participate in implementation of the project and passes all funds through to subrecipients, conducting minimal administrative activities. A fiscal agent applicant must list these subrecipients and include a statement acknowledging that, should an award be made, the applicant will be responsible for all applicable statutory, fiscal, and programmatic requirements, including those of 2 C.F.R. Part 200, as well as all project deliverables. In such situations, the fiscal agent must be an eligible applicant for the program.

The Metropolitan Government of Nashville-Davidson County will not serve as a fiscal agent on this grant. Metropolitan Government of Nashville-Davidson County will implement this project and handle all related statutory, fiscal, and programmatic requirements as well as all project deliverables.

3. Statement as to whether the applicant has expended \$750,000 in federal funds in the applicant's past fiscal year. If so, specify the end date of the applicant's fiscal year.

Yes, Metropolitan Government of Nashville-Davidson County has expended more than \$750,000 in federal funds this past fiscal year. The end date of the fiscal year is June 30th of each year.

4. Statement as to whether the applicant is a nonprofit organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code.

The Metropolitan Government of Nashville-Davidson County is not a nonprofit organization. The Metropolitan Government of Nashville-Davidson County is a unit of local government.

5. Statement as to whether the applicant is a nonprofit organization that holds money in offshore accounts for the purpose of avoiding paying the tax described in section 511(a) of the Internal Revenue Code.

The Metropolitan Government of Nashville-Davidson County is not a nonprofit organization. The Metropolitan Government of Nashville-Davidson County is a unit of local government.

6. Statement as to whether the applicant is a nonprofit organization that uses the Internal Revenue Service's three-step safe-harbor procedure to establish a rebuttable presumption that its executives' compensation is reasonable. If the applicant is not a nonprofit organization or is a nonprofit that does not use the safe-harbor procedure, provide a statement to that effect. For additional information about the safe-harbor procedure, see "Disclosure of Process Related to Executive Compensation" in the Additional Required Information section of this solicitation.

The Metropolitan Government of Nashville-Davidson County is not a nonprofit organization. The Metropolitan Government of Nashville-Davidson County is a unit of local government.

7. Statement as to whether the applicant is a recipient, or partner/subrecipient, on a current grant or pending application for this grant program. If a current grant, provide the year of the award and the role of the applicant on the award (recipient or project partner).

The Metropolitan Government of Nashville-Davidson County is a recipient of the OVW Fiscal Year 2018 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program and this is a current grant.

8. Statement as to whether any proposed project partner/subrecipient is a recipient, or partner/subrecipient, on a current grant or pending application for this grant program. If

a current grant, provide the year of the award and the role of the partner(s) on the award (recipient or project partner/subrecipient).

Proposed project partners under this proposed project are not recipients of or currently applying for the ICJR OVW Fiscal Year 2018 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program

9. Statement as to whether the application addresses the "reduce violent crime against women and promote victim safety..." priority area through activities under purpose areas: 3, 6, 8, 10, 11, 14, 17, 18, 19, and/or 22.

This application addressing the priority area under purpose areas 8, 11, 18, and 19.

10. If applicable, provide a statement as to whether the continuation application proposes to implement purpose area 22 for the first time.

The Metropolitan Government of Nashville-Davidson County is not proposing to implement purpose area 22.

11. List the purpose area(s), identified by number that the application addresses.

This application addresses purpose areas 2, 4, 5, 6, 8, 11, 14, 15, 16, 18, and 19.

12. The name of the lead applicant and type of applicant (state, Indian tribal government, state or local court, unit of local government, coalition or victim service provider).

1. For government applicants, the name of the required nonprofit, nongovernmental, or tribal domestic violence or sexual assault victim service provider partnering on the project.

YWCA of Nashville and Middle Tennessee

Sexual Assault Center

The Mary Parrish Center

2. For coalition and victim service provider applicants, the name of the required government (state, Indian tribal government, or unit of local government) entity partnering on the project.

N/A

13. If applicable, list the statutory priority(ies) the project plans to address as referenced in the Statutory Priority section.

14. The project's focus (local, tribal, multi-jurisdiction [10 or more counties], statewide, regional [multiple states], or court) and geographic area(s) where the project will be implemented.

As a consolidated government, this project will serve Nashville-Davidson County as well as other counties in the State of Tennessee.

15. The start and end date of the applicant's next state or tribal legislative session.

The start date of Tennessee's 2021 legislative session is January 12, 2021 and the end date is April 20, 2021.

16. For state and unit of local government applicants only: Statement as to whether the applicant is in compliance with the HIV Certification requirement.

Metro Government of Nashville-Davidson County is in compliance with the HIV certification requirement.

17. Map of the project's service area and population size. The population size must be from the U.S. Census or other appropriate government data source.

See Attached

18. List the number funding cycles and the corresponding fiscal years of ICJR funding received by the lead applicant, as a lead applicant and project partner.

The Metropolitan Government of Nashville-Davidson County has received ICJR funding from two (2) funding cycles as the lead applicant

- **2015**
- **2018**

19. The percentage of grant activities, should the application be funded, that will address each of the following issues (the total percentages should not exceed 100%):

Domestic Violence **30%**

Stalking **10%**

Sexual Assault. **30%**

Dating Violence **30%**

METRO NASHVILLE OFFICE OF FAMILY SAFETY(OFS) PROPOSAL NARRATIVE

PURPOSE OF PROPOSAL:

1) The challenge or need faced by the community and how the goal/vision for the proposal will meet that need. **Challenge: Domestic violence, dating violence, sexual assault and stalking occur at alarming rates in Davidson County and throughout the state of Tennessee.**

Tennessee currently ranks 9th in the country for women murdered by men and has been in the top ten of this ranking 19 out of the 23 years it has been calculated (Violence Policy Center 2018). In Nashville, TN, 18% of the city's overall homicides are domestic violence homicides (OFS 2019 Domestic Abuse Death Review). Across the state, domestic violence accounts for over 50% of crimes against persons (TBI 2018). In 2019 in Nashville-Davidson County alone, 9,315 domestic violence crimes, 1,094 sexual assault crimes, and 123 stalking crimes were reported. In 2019, with the opening of the Office of Family Safety's (OFS) new community-based Family Safety Center (FSC), OFS's interpersonal violence client visits increased by over 13% with 7,084 client visits compared to 6,248 visits the prior year. In 2020, OFS client visits increased even more substantially by 72% with a total of 12,159 client visits. Overarching Project Goal/Vision: To reduce risk of homicide and address high-risk victimization by expanding high-risk Coordinated Community Response (CCR) teams, high-risk case management, and training on advanced, high-risk topics in Nashville and throughout the state to enhance domestic violence, dating violence, sexual assault and stalking (interpersonal violence) victim safety and more effectively hold offenders accountable. This addresses the following needs: **Need 1: Specialized and advanced training curricula is required to meet the in-depth training needs of the Metro Nashville Police Department's (MNPd) newly formed Interpersonal Crimes Branch and all patrol officers; OFS's non-profit and criminal justice partners locally and at FJC's statewide; and**

for Metro government employees on Domestic Violence (DV) & Workplace Response.

Nashville's new Chief of Police has prioritized domestic violence, sexual assault, dating violence, human trafficking, and elder abuse by creating an Interpersonal Crimes Branch. As part of the Chief's community policing strategy, OFS was selected, as Nashville's largest public safety collaborator, to implement interpersonal violence trainings for all Branch personnel, patrol officers, and chain of command. Advanced, recurring trainings on trauma-responsive work and high-risk topics are also needed by OFS's nonprofit and criminal justice partners (including District Attorneys, Sheriff's Offices, and courts) locally and statewide as an Interpersonal Violence (IPV) Institute. OFS also continues to be responsible for training Metro government's 10,000 employees on its Domestic Violence (DV) & Workplace Response. **Need 2: OFS' high-risk CCR initiatives need to expand in order to meet the rapidly growing needs of CCR partners including police's new Interpersonal Crimes Branch.** The MNPDP Interpersonal Crimes Branch will significantly accelerate the work of OFS's multiple high-risk response CCR teams, including Sexual Assault, Strangulation and DV Firearms Dispossession Taskforces. The creation of this consolidated Branch will also increase demand on OFS for high-risk case identification, tracking, and flagging for police and prosecutors. **Need 3: High-Risk Victims need longer-term assistance than OFS's current crisis intervention advocacy.** During the COVID-19 pandemic, OFS's Family Safety Centers have seen an increase need for high-risk case management from clients. During the COVID-19 pandemic, 29% of clients (967) had five or more contacts within the year, with 200 of those clients having ten or more visits and many of these clients screened in as high-risk. **Need 4: As the statewide model for Family Justice Centers (FJs) and a national model recognized by the Alliance for Hope, OFS has been asked by the state of Tennessee Office for Criminal Justice Programs (OCJP) to provide**

statewide training and technical assistance (TTA) on high-risk CCRs and advanced high-risk training topics. OFS needs to expand its high-risk and training programming to provide TTA statewide to FJCs (map attached) and interested communities to support implementation of high-risk CCRs, protocols, case management, and training.

2) Provide a detailed description of how the needs of the community connect to the proposed purpose areas. The needs connect to the purpose areas in the following ways: **Area 2** addresses **Need 1** by training police to better identify and respond to high risk victims. **Area 4** addresses **Need 1 and 2** by training OFS's CCR partners to improve and fast-track partner communication and expanding high-risk case flagging. **Area 5** addresses **Need 3** by creating a high-risk case management program for FJCs clients. **Area 6** addresses **Need 1** by training FJCs and court partners statewide. **Areas 8, 11, 14, 15** address **Need 1** by incorporating advanced courses on high-risk indicators, sexual assault, older individuals, individuals with disabilities, and immigrant victims in OFS's law enforcement specific training and IPV Institute that includes prosecutors and courts statewide. **Areas 11, 18, 19** address **Need 2** by expanding high-risk case flagging to include sex offenders for prosecutors, law enforcement, and courts and by creating a sexual assault CCR city-wide response protocol and sexual assault curricula for law enforcement. **Area 16** addresses **Need 4** by collaborating locally and statewide to institutionalize standard policies and practices for high-risk cases, strangulation, sexual assault, and firearm dispossession.

3) Describe the service area(s), including the geographic location, size, demographics, and unique characteristics in the jurisdiction(s) or state. The service areas that will be impacted by this grant is Nashville-Davidson County (population 692,587), the Metro Nashville's Service Area, MSA (population 1,934,317), and the State of Tennessee (population 6,886,834). All training and high-risk technical assistance will include rural and urban jurisdictions across the

state. Direct client work and Nashville's FJC CCR teamwork will be focused in Nashville-Davidson County. Nashville-Davidson County spans 526 square miles of rural, suburban and inner city. The hub of grant work will take place at Nashville's community-based FJC, located on a major corridor, rich in diverse residents and businesses including those from Hispanic-Latino, Ethiopian, Kurdish, Persian, and Somali communities.

4) Identify gaps in services and explain how the proposed project will complement and not duplicate existing services. **Gap/Barrier 1:** There is no county-wide response protocol for strangulation, domestic violence firearms dispossession, or sexual assault. No duplication: OFS is the only convening body for these issues. **Gap/Barrier 2:** Critical information regarding history of strangulation, firearms, or sexual assault is not being identified in Order of Protection (OP) petitions and defendant/respondent case histories. No duplication: Police and prosecutors do not gather this information. **Gap/Barrier 3:** FJCs, non-profits, and criminal justice agencies across the state do not receive specialized training on high-risk indicators and need support creating higher functioning CCRs. No duplication: OFS has been asked to provide this by the State (see letter of support). **Gap/Barrier 4:** Nashville's FJCs do not provide case management for high risk victims, only crisis advocacy and long-term counseling. No duplication: Outside of the shelter setting, case management for OFS/FJC clients is not available. **Gap/Barrier 5:** There is no comprehensive, advanced training course for criminal justice agencies and victim service providers to receive in-depth interpersonal violence education. No duplication: 75% of partner agencies surveyed said they would like an advanced course from OFS. **Gap/Barrier 6:** There is no specialized interpersonal violence training or educational videos tailored for the needs of the new MNPD Interpersonal Crimes Branch and all law enforcement officers. No duplication: OFS is the single entity requested to lead this training program, utilizing non-profit partners with

subject matter expertise. **Gap/Barrier 7:** Without OFS's ICJR staffing resources, Metro would not be able to provide DV and Workplace Response training to all employees. No duplication: OFS is the sole provider of these under Executive Order. **Gap/Barrier 8:** Without OFS's ICJR staffing resources, educational groups provided to female inmates, 92% who have experienced domestic and sexual violence, would not be possible. No duplication: OFS is the sole provider of these groups. **Gap/Barrier 9:** Without OFS's ICJR staffing resources, OFS's VOICES survivor group would not be possible. VOICES survivor representation gaps also require targeted outreach. No duplication: OFS is the sole convener of the VOICES committee.

5) Continuation applicants must describe: The impact of current or prior efforts to prevent and reduce domestic violence, dating violence, sexual assault, and/or stalking in the service area, highlighting efforts previously supported by OVW. Nashville-Davidson County has placed tremendous focus on preventing and reducing domestic violence, dating violence, sexual assault and stalking by using local government, State, and Federal funding. OFS has successfully led the following areas of work: **Local successes include:** 1) creation of Metro's OFS, one of the only departments of its kind in the country and an emerging national model; 2) creation of OFS's court-based FJC, a national model (JAG supported), 3) creation OFS's community-based FJC, a national model (staffing supported by VOCA, ICJR, OVC, STOP and BJA); 4) creation of Nashville's civil-legal program, with 13 law firms volunteering significant attorney time (ICJR supported); 5) high-risk CCRs, such as High-Risk Intervention Panel, reviews 1000+ cases per year and DV & Firearm Disposition Taskforce (ICJR supported); 6) launch and management of the LAP program, 7,000 administered annually (ICJR supported); 7) creation and training on Metro's mandated DV and Workplace Response training (ICJR supported); 8) creation of robust OFS training curricula educating 10,359 law enforcement, courts, prosecutors, first responders,

and nonprofit partners (ICJR supported). **Statewide/national successes:** 1) OFS trained at statewide conferences for the Tennessee General Session Judges, District Attorney Generals, and the Tennessee Trial Judges on high risk indicators, firearm dispossession and strangulation; 2) OFS replicated its Fatality Review model (ICJR supported) at FJC's across the state (STOP supported); 3) OFS hosted the Alliance for Hope's 2020 virtual conference and will host the 2021 conference, showcasing Nashville's unique model. **Specific successes of current ICJR employees:** 1) creation of nationally-disseminated educational videos on high risk indicators; 2) hosted a 2-day strangulation training with attendees from 10 states; 3) daily case flagging for police, courts and prosecutors on defendants with a history of strangulation and firearm possession (16,461 defendants/respondents reviewed in 2020 alone); 4) High Risk Intervention Panel (HRIP) case history preparation (over 1,000 per year); 5) liaison for Nashville's sex trafficking victim court and OFS-identified human trafficking victims (144 clients served); 6) developed and led city's Anti-trafficking CCR increasing interagency collaboration on human trafficking; 7) developed and provided educational curriculum to nonviolent females while incarcerated (167 participants, 92% disclosing victimization); 8) trained metro employees (3,645 hours of instruction for 2,430 employees); 9) coordinated interpersonal violence trainings (5,188 criminal justice agencies, non-profits, attorneys, medical providers and community members).

WHAT WILL BE DONE:

1) The approach to addressing the challenge or need identified in the Purpose of the Proposal section above. To address the challenge and needs identified, OFS will: 1) tailor previous ICJR curricula for specialized and highly advanced training for law enforcement, court personnel, and non-profit partners and make available in-person, online, and pre-recorded; 2) accelerate the work of high-risk CCRs with expanded flagging/tracking and protocol implementation; 3) create

a high-risk case management program to support high-risk domestic violence, dating violence, sexual assault, and stalking clients; 4) provide training and technical assistance (TTA) to FJCs and communities statewide to encourage implementation of OFS's model high-risk CCRs, advanced interpersonal violence training, and high-risk case management; 5) continue DV and Workplace Response training for Metro employees; 6) expand OFS's VOICES survivor committee; 7) expand OFS's educational group for incarcerated non-violent women impacted by domestic and sexual violence. This will be completed by one Training Program Staff, one High-Risk Program Staff, one High-Risk Case Management Staff, and one Programs Assistant Staff.

2) How the applicant will measure its progress in achieving the proposal's goal(s)/vision.

Identify targeted outcome(s) and describe any tool(s) the applicant will use to track those

outcomes and report them to OVW. All ICJR programs are required to submit monthly metrics to the Nashville Mayor's Office of Performance Management and quarterly progress reports. OFS will utilize OVW performance progress reports to document progress on meetings coordinated, TTA provided, materials developed, high-risk case management clients served, and high-risk cases tracked. Training outcomes will be measured utilizing initial and follow-up evaluations, pre and posttests for law enforcement, and number of attendees. Client outcomes will be measured utilizing client surveys. Targeted outcomes are: **Outcome 1:** Standardize victim response through specialized training. Tools: 1) in-person and recorded trainings; 2) training curricula; 3) pre and post-tests; 3) training event trackers; 4) training event evaluations; 5) online training platforms; **Outcome 2:** Accelerate high-risk CCR response and case tracking. Tools: reviewed criminal affidavits, LAPs, Danger Assessments, and OP petitions and routine CCR meetings and response protocols. **Outcome 3:** Develop High Risk Case Management program. Tools: case management referral and screening protocols, case management training curricula,

routine case management meetings, client surveys. **Outcome 4:** Improved statewide response to high-risk victims. Tools: advanced training curricula, statewide partner reported high-risk CCR meetings, and training evaluations.

3) How the applicant will move to project sustainability; continuation applicants must provide specific details. OFS does not anticipate the Programs Assistant position to continue beyond the timeframe of this grant as they will provide scheduling and structure to the training program, statewide TTA, and OVW required travel that will be self-sustaining. To sustain the work of the remaining positions, OFS will request these positions in the Metro Budget, which funds half of OFS's work. While there is never a guarantee, to date Metro has a strong history of absorbing OFS's grant funded positions in order to sustain successful and impactful programming.

4) Provide a comprehensive description of the overall strategy and describe the specific tasks and activities necessary to accomplish the goals and objectives. **The Overall Strategy** is to utilize ICJR funding to expand high-risk CCRs, high-risk case management, and training on advanced, high-risk issues in Nashville and throughout the state to enhance victim safety and offender accountability. Specifically: **GOAL 1: To standardize effective, trauma-informed, and risk-responsive law enforcement, prosecution, court, victim service and community responses in Nashville and throughout the State of Tennessee to victims of domestic violence, dating violence, sexual assault and stalking through specialized and advanced training curricula.** **OBJECTIVE 1:** For employees of MNPDP's new Interpersonal Crimes Branch, patrol officers and their chain of command to receive specifically tailored and recurring trainings on trauma-responsive work, interpersonal violence, and high-risk. ICJR Employee(s) TASKS: 1) create and tailor curricula to the specific needs of MNPDP detectives, officers and leadership personnel; 2) create pre and post-training tests; 3) creating short training videos for

use at roll-call and for post-training reminders; 4) deliver curricula along with MNPd and non-profit partners with subject-matter expertise in-person, virtually, and recorded. **OBJECTIVE 2:** For local and statewide non-profit and criminal justice partners (including District Attorney's, Sheriff's Office, and courts) to receive advanced, recurring trainings as part of ongoing webinars, in-person specialized trainings, and an Interpersonal Violence (IPV) Institute on trauma-responsive work, interpersonal violence, and high-risk topics. ICJR Employee(s) TASKS: 1) in-depth review and consolidation of all OFS trainings; 2) modify/develop curricula covering baseline and advanced topics, including curricula on the impact of the ICJR victimization areas on older individuals, individuals with disabilities and immigrant victims; 3) deliver curricula monthly in webinars, specialized in-person trainings, and the IPV institute bi-annually along with partners with subject-matter expertise in-person, virtually, and recorded; 4) ensure training available locally, across the state and country; 5) continuously evaluate need and impact through attendee surveys. **OBJECTIVE 3:** To continue to provide the Domestic Violence (DV) & Workplace Response training for Metro government employees and enhance the supervisor response training. ICJR Employee(s) TASKS: 1) review existing curricula and enhance supervisor response training; 2) deliver curricula in-person, virtually, and recorded; 3) create educational video for Metro; 4) continuously evaluate need and impact through attendee surveys.

GOAL 2: Enhance trauma-informed, and risk-responsive law enforcement, prosecution, court, victim service and medical provider responses by accelerating OFS's high-risk CCRs and case tracking to meet the rapidly growing needs of CCR partners, including police's new Interpersonal Crimes Branch. OBJECTIVE 1: Enhance and standardize city-wide responses to high-risk cases through Strangulation, Sexual Assault, and DV and Firearms Dispossession CCRs to ensure victims receive consistent, supportive services and offenders

receive consistent firearms dispossession practices. ICJR Employee(s) **TASKS:** 1) coordinate CCR meetings and develop any related materials, statistical summaries, or products; 2) create and implement a city-wide response protocol for sexual assault cases; 3) finalize and implement city-wide response protocols for strangulation and firearms dispossession; 4) Provide TTA on high-risk CCRs and training to FJC's and partners statewide; 5) incorporate priority victim areas into existing high-risk trainings locally and across state. **OBJECTIVE 2:** Increase high-risk case identification by expanding flagging criteria and documents reviewed to enhance high-risk offender accountability for law enforcement, prosecution, and court partners. ICJR Employee(s) **TASKS:** 1) continue daily high-risk victim flagging sent to criminal justice partners with review of criminal warrants, LAPs, and OPs; 2) expand current firearms and strangulation case flagging to include flagging for sex offenders, pregnancy abuse, and habitual offenders; 3) explore firearms dispossession follow-up procedure to flagged cases with CCR partners; 4) continue expanded review of HRIP cases to include OP narratives; 5) Collect and analyze all LAP data.

GOAL 3: Expand beyond OFS's current crisis intervention advocacy to provide comprehensive, longer-term assistance and provide continued victim and survivor engagement.

OBJECTIVE: 1) For Nashville's FJC's to provide comprehensive case management for high-risk victims; 2) To have advanced-level advocates trained and supervised as high-risk case managers; 3) To expand educational groups for incarcerated women who are victims; 4) To broaden recruitment and survivor representation of OFS's VOICES Committee.

ICJR Employee(s) **TASKS:** 1) create onboarding training for high-risk case managers; 2) select and train high-risk case managers; 3) develop program structure, intake, referrals and database; 4) develop and facilitate monthly internal high-risk client treatment team; 5) provide TTA to statewide partners on High-Risk Case Management; 6) expand domestic and sexual violence

curriculum for incarcerated women to be utilized on a virtual platform and provide service referrals; 7) participate in all relevant CCR meetings; 8) facilitate survivor support, mentoring, and advocacy groups. **GOAL 4: Expand OFS expertise on high-risk CCRs, advanced training topics, and high-risk case management statewide to improve statewide response to target victim areas.** **OBJECTIVE:** Provide TTA statewide to FJCs and other interested communities to support implementation of high-risk CCRs, protocols, case management, and training. **ICJR Employees TASKS:** 1) expand advanced, high-risk training curricula to statewide audience through the IPV Institute and monthly webinars; 2) meet with interested FJCs and communities through phone, email and in-person TTA on high-risk CCRs, high-risk initiatives, and high-risk case management; 3) evaluate need and impact through attendee surveys.

5) How the applicant is proposing to address the OVW purpose area(s), the priority areas, and/or if the applicant will address any of the ICJR statutory priorities. **Priority Area:** OFS's ICJR application significantly invests in law enforcement, prosecution, and courts with over half of each positions' activities supporting these partners with local and statewide TTA, CCR management, high-risk case tracking and flagging, and high-risk case management for court-involved victims.

Purpose Areas Addressed under this Priority: 6) judicial and court personnel trainings as part of Metro's DV & Workplace Response and high-risk indicator trainings; 8) curricula on working with older individuals and individuals with disabilities and incorporation into existing curricula; 11) expanding high-risk case flagging to include sex offenders for law enforcement, prosecutors and court personnel, creating a sexual assault CCR city-wide response protocol, and creating specialized sexual assault curricula for law enforcement; 14) advancing OFS training for prosecutors with IPV Institute; 18) expanding OFS's sexual assault CCR to develop a city-wide response protocol; 19) activities previously described in #11. **Additional Purpose Areas:** 2) developing specialized trainings for law enforcement and IPV institute; 4) increased high-risk

case flagging for criminal justice partners; **5)** high-risk victim case management at FSC, domestic and sexual violence education groups for nonviolent incarcerated women, and survivor support, mentoring and advocacy groups; **15)** curricula on immigrant victims; **16)** TTA on CCR best practices and advanced topics statewide. **Statutory Priorities:** OFS meets Statutory Priority 2 with Nashville-Davidson County's strong commitment to enforcement of law and OPs.

6) Describe why the applicant anticipates that the project will be successful and describe how the applicant will determine if the project goals are accomplished. OFS has been highly successful with each phase of its ICJR work. **Phase 1** of ICJR funding 2015-2018 was awarded one year after Nashville's court-based FJC opened and shortly after Metro's Office of Family Safety (OFS) was created (one of the few local governmental departments of its kind). In this phase, OFS and its partners successfully launched the LAP, the Jacqueline Campbell Danger Assessment (DA) for advocates and counselors, the High-Risk Intervention Panel (HRIP), the Domestic Abuse Death Review Team (DADRT), the DV & Firearms Dispossession Taskforce, and a baseline training curriculum on domestic and sexual violence for local practitioners. **Phase 2** of ICJR 2018-2021 funding was awarded as Nashville was opening its community-based FJC co-locating OFS advocates, governmental and nonprofit partners. In this phase, OFS established baseline and high-risk curricula for all co-located and drop-in FSC partners; outreach materials to promote the opening of the new Center and target underserved populations; institutionalized high-risk CCRs and expanded CCR work to strangulation and sexual assault; and expanded services to include the intersection of domestic and sexual violence and human trafficking. In six short years, Nashville has become a national example of how to address serious gaps in services and response to interpersonal violence with collaborative, co-located work. Large cities across the country come to Nashville to see our FJCs and learn how to replicate our successful models.

With this success and with Tennessee as the 2nd largest statewide FJC initiative in the country, the Alliance for Hope has twice selected Nashville to host the Alliance for Hope FJC Directors National Conference (2020 & 2021). Nashville's work is on a steep upward trajectory and we recognize the importance and urgency of having a **Phase 3** of program development to expand our work to reduce rates of violence locally and throughout the state. Nashville has created a true "rising tide" and phase 3 allows us to help "lift all boats" not just our own. OFS will determine if project goals are accomplished through careful analysis of the project outcomes with the tools listed previously.

7) List tangible products, if any (e.g., a video, a brochure, a curriculum), that will be created under this project, and describe how the products could assist other jurisdictions addressing domestic violence, dating violence, sexual assault, or stalking. Product development is not required. OFS will provide all ICJR products along with TTA on high-risk programming to FJCs and other interested communities statewide and nationally, including: 1) annual info briefs for all CCRs; 2) finalized Firearm Dispossession protocol, Strangulation Response protocol, and Sexual Assault Response protocol; 3) enhanced high-risk topic and CCR TTA curricula; 4) daily high-risk indicators (firearms, strangulation, sexual assault) flagging tracker; 5) training video series on interpersonal violence for law enforcement; 6) IPV Institute curricula and materials; 7) IPV on older individuals curricula; 8) IPV on individuals with disabilities curriculum; 9) IPV and immigrants curriculum; 10) DV & Workplace Response video; 11) high-risk case management structure; 12) high-risk case management intake, referral forms, release of information, evaluations, and client database; 13) High-risk case management onboarding and TTA curricula.

8) How the proposed activities, events, and deliverables will be accessible to individuals with disabilities and individuals who are Deaf or hard of hearing. OFS's accessibility plan developed

under OVC Limited English Proficiency (LEP) funding will guide all accessibility needs, including individual with disabilities and those who are Deaf or hard of hearing, for training, CCRs, case management and victim services. OFS will ensure that high-risk case management utilizes the accessibility plan for clients, CCRs provide accessibility options for partners, and training products have closed captioning and are recorded accessible for the learner's pace.

9) How the proposed project will reach each population in the service area identified in the

Purpose of the Application section. **High-Risk Case Management Clients** will be reached by

identification with client consent at OFS's FJCs through client services and the Danger

Assessment, OFS's MOU partners, OFS' High-Risk Intervention Panel CCR, and OFS LAP

reviews. **High-Risk CCR Partners** will be reached through continued CCR meetings, project

committees, case reviews, and offender accountability high-risk flagging. **Metro Government**

Training audiences will be reached through Metro Government's employee mandated training

process managed by Metro HR. **Advanced training audiences** will be reached with MNP

leadership committed to staff training by OFS and working with the Chief of Police to ensure

completion of in-person and recorded trainings disseminated using MNP's training platform.

Statewide partners will be reached through advertisement of TTA through OCJP, monthly

statewide FJC directors' meetings, statewide network of shelter providers, and OFS's statewide

MOU partners including the TN Coalition, Voices for Victims, and You Have the Power.

10) How the project will address the victimization rates identified in the Purpose of the Proposal

section This project addresses victimization rates (in particular deadly or near deadly violence)

by 1) improving the quality of police intervention through advanced, consistent, and measurable

trainings of patrol officers and detectives; 2) improving the quality of OFS partner victim

services with advanced, comprehensive training on high-risk topics; 3) improving victim

identification and response in the workplace for all Metro employees impacted by domestic violence; 4) deepening victim services through high-risk case management rather than limiting services to immediate crisis intervention; 5) expanding high-risk offender accountability flagging to include sex offenders, abuse during pregnancy, and habitual offenders; 6) accelerating CCR team work on high-risk issues of sexual assault, strangulation, and firearms dispossession to improve city-wide response, support for victims, and offender accountability; 7) expanding TTA to impact victimization rates and high-risk case response statewide.

Project Timeline

TASKS & ACTIVITIES - YEAR 1	10/1/21- 3/31/22	4/1/22- 9/30/22
Hire/establish employees for the four positions	X	
Coordinate planning of law enforcement training video series	X	
Develop high-risk case management structure and onboarding curriculum	X	
Develop and launch IPV training institute		X
Develop curricula on immigrants, people with disabilities, older adults		X
Host monthly webinars for statewide partners & 12 Metro DV trainings		X
Expand FSC Training and Outreach Committee statewide		X
Continue OP case review for weekly and monthly HRIP meetings		X
Expand daily high-risk case flagging to include additional risk indicators		X
Continue tracking monthly LAP data and all CCR annual statistical briefs		X
Coordinate 1-2 Firearms Dispossession CCR meetings and projects		X
Coordinate 6-8 Sexual Assault & Strangulation CCR meetings & projects		X
Finalize draft strangulation response and firearms dispossession protocols		X
Develop high-risk CCR statewide TTA curricula and materials		
Create HR case management screening, intake, referrals and database		X
Coordinate VOICES group and other survivor support groups as needed		X
Expand incarcerated women's educational groups to virtual platform		X
Coordinate development of sexual assault response protocol		X
Survey statewide partner agencies to identify TTA needs		X
Develop curricula, scripts, evaluation tools for MNPd video series		X
Develop advanced Metro DV & Workplace curriculum for supervisors		X
Provide onboarding training and supervision for HR Case Managers		X
Develop internal OFS Treatment Management Team		X
TASKS & ACTIVITIES – YEAR 2	10/1/22- 3/31/23	4/1/23- 9/30/23

Implement strangulation response & DV firearm dispossession protocols	X	
Record and launch law enforcement education/training video series	X	
Continue to develop/update/evaluate training curricula		X
Host monthly webinars for statewide partners & 12 Metro DV trainings		X
Host two (2) IPV Institute training courses		X
Develop video on Metro DV & Workplace Response		X
Continue Coordination of Statewide FSC Training-Outreach Committee		X
Continue OP case review for weekly and monthly HRIP meetings		X
Continue coordination of expanded daily high-risk case flagging		X
Continue tracking monthly LAP data and all CCR annual statistical briefs		X
Coordinate 1-2 Firearms Dispossession CCR meetings and projects		X
Coordinate 6-8 Sexual Assault & Strangulation CCR meetings & projects		X
Finalize and implement city-wide sexual assault response protocol		X
Provide TTA on high risk CCRs statewide to at least 3 FJC's/communities		X
Manage HR Case Management screening, intake, structure and database		X
Hold monthly internal Treatment Management Team meetings		X
Coordinate VOICES group and other survivor support groups as needed		X
Continue incarcerated women's educational groups		X
TASKS & ACTIVITIES – YEAR 3	10/1/23- 3/31/24	4/1/24- 9/30/24
Evaluate implementation and impact of 3 city-wide protocols	X	
Host two (2) online IPV Institute courses		X
Host monthly webinars for statewide partners & 12 Metro DV trainings		X
Continue training for Metro employees, MNPd, local and state partners		X
Continue Coordination of Statewide FSC Training-Outreach Committee		X
Continue OP case review for weekly and monthly HRIP meetings		X
Continue coordination of expanded daily high-risk case flagging		X
Continue monthly/quarterly/annual tracking of LAP data		X
Continue quarterly/annual tracking of all CCR statistical info briefs		X
Coordinate 1-2 Firearms Dispossession CCR meetings and projects		X
Coordinate 6-8 Sexual Assault & Strangulation CCR meetings & projects		X
Provide TTA on high risk CCRs to at least 4 FJC's/communities		X
Manage HR Case Management screening, intake, structure and database		X
Hold monthly internal Treatment Management Team meetings		X
Coordinate VOICES group and other survivor support groups as needed		X
Continue incarcerated women's educational groups		X
Provide TTA on HR case management to at least 4 FJC's/communities		X

1) How the applicant will ensure progress towards implementing identified CCR activities will improving the identification, investigation, prosecution, and adjudication of cases. OFS will

improve the above by providing criminal justice partners with advanced trauma and risk responsive training; expanded high-risk case flagging to include sex offenders, abuse while pregnant, and habitual offenders; CCR city-wide response protocols development and implementation for strangulation, sexual assault and firearms dispossession; and accelerated high-risk CCR case reviews with in-depth OP narrative details to flag high-risk offenders.

2) A brief description of funding sources and plans for sustaining the project beyond **OVW**

funding. OFS currently receives funding from VOCA, STOP, ICJR, and OVC grants in addition to funding by Metro Nashville Government. OFS also administers \$744,000 in funding from Metro Government for its non-profit partners annually. As a government entity, OFS is unable to solicit donations or engage in any fundraising for its programming. As aforementioned in question 3, OFS will continue to request Metro funding through the local government for the critical positions created by the ICJR grant to sustain high-risk and training programs.

3) If applicable, describe the proposed activities to meet the priority area: “reduce violent crime against women and promote victim safety through investing in law enforcement and increasing

prosecution.” This proposal significantly invests in the training of local law enforcement, prosecution, and the courts with development of law enforcement specific curricula and videos and advanced high-risk training offered to prosecutors. These resources will also be available for law enforcement and prosecution partners statewide. Additionally, all OFS CCR teamwork, case review, and flagging focuses significantly on offender accountability and supports investigation and prosecution of high-risk offenders, which will also be offered through TTA to communities statewide. Finally, the benefit of long-term high-risk case management to investigation and prosecution efforts is essential to victim engagement and support during these processes.

WHO WILL IMPLEMENT THE PROPOSAL

1) Identify the key individuals and organizations, including project partners, involved in the proposed project

1) Nashville-Davidson County Metropolitan Government: Mayor John Cooper oversees all Metropolitan Government departments including Metro's OFS. Diane Lance, former prosecutor, is OFS's Department Head and was the Mayor's Safety & Accountability Audit Chair. MOU collaborative partners include Metropolitan Nashville Police Department (MNPd), the Nashville Davidson County District Attorney's Office (DA), Mary Parrish Center (MPC), Sexual Assault Center (SAC) and the YWCA of Nashville & Middle Tennessee (YWCA).

2) Demonstrate that the individuals and organizations identified have the capacity to address the stated need and can successfully implement the proposed project activities; attach job

descriptions of all key personnel. **Metro OFS** improves interpersonal violence victim safety and offender accountability in Nashville-Davidson County by leading Nashville's two FJCs, providing direct victim services, leading city CCRs, and training and outreach. Training program employee, Amy Dunning (ICJR funding ends 9/30/21) has her Master's in Social Work and provides training to all Metro employees while coordinating and delivering training to OFS's Partners. High-risk program employee, Megan Lopez (ICJR funding ends 9/30/21) has her Master's in International Gender and International Development and coordinates OFS's Sexual Assault Response Taskforce, Strangulation Response Committee, Firearms Disposition Committee, and daily high-risk flagging. High-risk case management program employee, Bre Miller (ICJR funding ends 9/30/21) has her Master's in Public Health and Social Work and manages the work of OFS's human trafficking case manager, facilitates a psychoeducational group for incarcerated victims of domestic and sexual violence, and works with the court program for sex assault and exploitation victims (see resumes for 3 employees).

3) Describe all collaborative partnerships involved in implementing the project. Multiple

agencies will work with OFS locally and statewide on the project including police, prosecution, courts, probation, non-profits, and FJC's throughout the state. Collaborative MOU partners listed above involved in implementing this project are: **MNPD** will implement OFS IPV training for police staff and on all OFS CCRs and high-risk case response; **DA's Office** will attend OFS IPV trainings, and participate on all OFS CCRs and high-risk case response; **MPC** will provide short-term counseling for OFS high-risk case management clients, attend OFS IPV trainings, and participate on OFS CCRs. **SAC** will provide short-term counseling for OFS high-risk case management clients, attend OFS IPV trainings, and participate on OFS CCRs. **YWCA** will coordinate LAP hotline response, attend OFS IPV trainings, and participate on OFS CCRs.

4) Describe the applicant's experience and expertise in the areas of domestic violence, dating violence, sexual assault, and stalking, as appropriate, for both the lead organization and key personnel who will be directly involved with the proposed project. OFS manages Nashville's two

FJC's and provides direct victim services, in-depth training, and high-risk CCR coordination on issues of domestic violence, dating violence, sexual assault, and stalking. OFS staff has trained nationally on its work and OFS's two FJC's are considered national models. Please see attached resumes of leadership overseeing this project: Diane Lance (OFS Department Head), LaToya Townsend (OFS Director of Training & Development), Becky Bullard (OFS Senior Director of Programs), and three current ICJR employees (Amy Dunning, Megan Lopez, Breanna Miller).

5) Describe the project partners' expertise in the areas of domestic violence, dating violence, sexual assault, and stalking, as appropriate, for both the partner organization(s) and key personnel who will be directly involved with the proposed project. **MNPD's** new Interpersonal Crimes Branch includes a DV Division and new Special Victims Division to investigate sex

crimes and human trafficking. **The DA's Office** has a DV division and prosecutors with expertise in sexual violence prosecution. **MPC** provides survivors of interpersonal violence & their children safe, accessible, & compassionate housing with individualized care that promotes healing, autonomy, and hope. **SAC** provides healing for children, adults, and families affected by sexual assault and ends sexual violence through counseling, education, and advocacy. **YWCA** works to eliminate racism, empower women, and promote peace, justice, freedom and dignity for all and is the largest provider of DV shelter services in Tennessee.

6) Describe the roles and responsibilities of the applicant, each partner, and key personnel.

Position descriptions must be included with the application if hiring any key personnel. **OFS's**

roles/responsibilities are to coordinate the grant, hire/retain/supervise 4 key personnel to fulfill the grant's goals and objectives, and report on grant outcomes. **MNPD** will implement, attend and participate in OFS IPV trainings, participate on OFS CCRs, implement CCR protocols, investigate high-risk cases flagged by OFS, and provide high-risk case management referrals.

The **DA's Office** will participate on OFS CCRs, implement CCR protocols, investigate high-risk cases flagged by OFS, provide high-risk case management referrals, and attend and participate in OFS trainings. **MPC** will provide short-term counseling for OFS high-risk case management clients, provide case management referrals, participate on OFS CCRs, implement CCR protocols, and attend and participate in OFS trainings. **SAC** will provide short-term counseling for OFS high-risk case management clients, provide case management referrals, participate on OFS CCRs, implement CCR protocols, and attend and participate in OFS trainings. **YWCA** will provide the LAP hotline response, provide case management referrals, participate on OFS CCRs, implement CCR protocols, and attend and participate in OFS trainings.

METRO NASHVILLE OFFICE OF FAMILY SAFETY(OFS) PROPOSAL ABSTRACT

Project Title: Reducing Risk and Improving Response to Victims in Tennessee

The Metropolitan Government of Nashville-Davidson County is the ICJR applicant applying for funds to support this project. The project will be implemented by the Office of Family Safety (OFS), Metro's designated department to oversee Nashville's Family Justice Centers (FJs), implement recommendations from Metro's Domestic Violence Safety and Accountability Assessment, and coordinate services and response to domestic violence, dating violence, sexual assault, and stalking victims. Collaborative MOU partners on this project are the Metropolitan Nashville Police Department, Nashville Davidson County District Attorney's Office, Mary Parrish Center (housing, therapy provider), Sexual Assault Center (sexual assault exam, therapy provider), and YWCA Middle Tennessee & the Cumberlands (hotline, shelter).

The goal of this project is to reduce risk of homicide and address high-risk victimization by expanding high-risk Coordinated Community Response (CCR) teams, high-risk case management, and training on advanced, high-risk issues in Nashville and throughout the state to enhance domestic violence, dating violence, sexual assault and stalking victim safety and more effectively hold offenders accountable. OFS's intended outcomes are: 1) standardize victim response through specialized training; 2) accelerate high-risk CCR response and case tracking; 3) develop high-risk case management; 4) improve statewide high-risk victim response. Primary activities include 1) creation of specialized law enforcement training and videos; 2) creation of an Interpersonal Violence (IPV) Institute with advanced training locally and statewide; 3) Implementation of strangulation, sexual assault, and firearms dispossession city-wide response protocols; 4) expansion of high-risk case flagging; 5) creation of a high risk case management for OFS FJs; and 6) statewide training and technical assistance (TTA) on high-risk programs.

The proposed project will benefit victims of domestic violence, sexual assault, domestic violence, dating violence, and stalking victims in Nashville-Davidson County (population 692,587) spanning across 526 square miles of rural, suburban and inner city, the Metro Nashville's Service Area, MSA (population 1,934,317) spanning across 14 counties, and the State of Tennessee (population 6,886,834).

The expected products and deliverables from this project are: 1) annual info briefs for all CCRs; 2) finalized Firearm Disposition protocol, Strangulation Response protocol, and Sexual Assault Response protocol; 3) enhanced high-risk topic and CCR technical assistance curricula; 4) daily high-risk indicators (firearms, strangulation, sexual assault) flagging tracker; 5) training video series on interpersonal violence for law enforcement; 6) IPV Institute curricula and materials; 7) IPV on older individuals curricula; 8) IPV on individuals with disabilities curriculum; 9) IPV and immigrants curriculum; 10) DV & Workplace Response video; 11) high-risk case management structure; 12) high-risk case management intake, referral forms, release of information, evaluations, and client database; 13) High-risk case management onboarding and TTA curricula. OFS will provide all ICJR products along with TTA on high-risk programming statewide to FJCs and other interested communities statewide and nationally

OFS will measure our progress by documenting progress on meetings coordinated, TTA provided, materials developed, high-risk case management clients served, and high-risk cases tracked utilizing OVW performance progress reports. Training outcomes will be measured utilizing 1) initial and follow-up evaluations 2) pre and posttests for law enforcement 3) measuring number of attendees. Client outcomes will be measured utilizing client surveys. All ICJR programs require monthly metrics reporting to the Nashville Mayor's Office of Performance Management and general quarterly progress reporting.

BUDGET DETAIL WORKSHEET

A. Personnel

Name/Position	Computation	Cost
High-Risk Programs Employee	\$55,000 X 3 years	\$165,000
Training and Outreach Employee	\$55,000 X 3 years	\$165,000
High-Risk Case Management Employee	\$55,000X 3 years	\$165,000
Program Assistant	\$40,000 X 2.5 years	\$100,000
TOTAL PERSONNEL:		\$595,000

The High-Risk Programs employee will be a full-time employee for the 3 years of the grant. **Activities of the ICJR High Risk Programs Employee:** 1) coordinate CCR meetings and develop any related materials, statistical summaries, or products; 2) create and implement a city-wide response protocol for sexual assault cases; 3) finalize and implement city-wide response protocols for strangulation and firearms dispossession; 4) Provide TTA on high-risk CCRs and training to FJCs and partners statewide; 5) incorporate priority victim areas into existing high-risk trainings locally and across state; 6) continue daily high-risk victim flagging sent to criminal justice partners with review of criminal warrants, LAPs, and OPs; 7) expand current firearms and strangulation case flagging to include flagging for sex offenders, pregnancy abuse, and habitual offenders; 8) explore firearms dispossession follow-up procedure to flagged cases with CCR partners; 9) continue expanded review of HRIP cases to include OP narratives; 10) Collect and analyze all LAP data; 11) meet with interested FJCs and communities through phone, email and in-person TTA on high-risk CCRs and high-risk initiatives.

The Training & Outreach employee will be a full-time employee for the 3 years of the grant. **Activities of the Training & Outreach Program Employee:** 1) create and tailor curricula to the specific needs of MNPD detectives, officers and leadership personnel; 2) create pre and post-training tests; 3) creating short training videos for use at roll-call and for post-training reminders; 4) deliver curricula along with MNPD and non-profit partners with subject-matter expertise in-person, virtually, and recorded; 5) in-depth review and consolidation of all OFS trainings; 6) modify/develop curricula covering baseline and advanced topics, including curricula on the impact of the ICJR victimization areas on older individuals, individuals with disabilities and immigrant victims; 7) deliver curricula monthly in webinars, specialized in-person trainings, and the IPV institute bi-annually along with partners with subject-matter expertise in-person, virtually, and recorded; 8) ensure training available locally, across the state and country; 9) continuously evaluate need and impact through attendee surveys; 9) review existing curricula and enhance supervisor response training; 10) deliver curricula in-person, virtually, and recorded; 11) create educational video for Metro; 12) continuously evaluate need and impact through attendee surveys; 13) evaluate statewide TTA needs.

The High-Risk Case Management Employee will be a full-time employee for the 3 years of the grant. **Activities of the High-Risk Case Management Employee:** 1) create onboarding training for high-risk case managers; 2) select and train high-risk case managers; 3) develop program structure, intake, referrals and database; 4) develop and facilitate monthly internal high-risk client treatment team; 5) provide TTA to statewide partners on High-Risk Case Management; 6) expand domestic and sexual violence curriculum for incarcerated women to be utilized on a virtual platform and provide service referrals; 7) participate in all relevant CCR meetings; 8) facilitate survivor support, mentoring, and advocacy groups; 9) meet with interested FJCs and communities through phone, email and in-person TTA on high-risk case management.

Programming Assistant will be a full-time employee for 2.5 years of the grant in order to allow time for hiring and establishing assistant support structure for these programs. **Activities of the Programming Assistant Employee:** 1) support the work of OFS's

High Risk Program & Training & Outreach Program; 2) assist the ICJR High Risk Employee with daily high-risk case tracking and flagging of firearms and strangulation cases; 3) assist the ICJR Training Employee with training logistics and data management for all trainings; 3) manage all logistics for ICJR employees, OFS staff, and partners who participate in statewide TTA travel and national OVW approved TTA travel; 4) manage all training and technical assistance requests; 5) research high-risk topic areas and nation-wide promising practices to contribute to all ICJR programming and inform OVW TTA requests; 6) provide administrative support for all CCR meetings, committees, and other necessary meetings/activities under the grant; 7) assist ICJR Training employee with advanced trainings and development of law enforcement videos, especially with technical support and editing; 8) Remain connected with OFS direct victim services work as appropriate.

B. Fringe Benefits

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
High Risk Programs Employee	\$55,000 X 0.4 X 3 years	\$66,000
Training & Outreach Employee	\$55,000 X 0.4 X 3 years	\$66,000
High Risk Case Management Employee	\$55,000 X 0.4 X 3 years	\$66,000
Program Assistant	\$40,000 X 0.4 X 2.5 years	\$40,000

TOTAL FRINGE: \$238,000

C. Travel

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
OVW Mandated Training And Technical Assistance	TBD	Airfare	\$500 (avg) X 5 people X 6 trips	\$15,000
		Lodging	\$200 (avg) X 3 nights	\$18,000

Statewide Training and Technical Assistance	TBD		X 5 people X 6 trips	
		GSA Per Diem	\$70 (avg) X 4 days X 5 people X 6 trips	\$8,400
				Total: \$41,400
		Mileage or Car Rental & Gas	\$.58 X 350 miles (avg) X 8 trips	\$1624
		Lodging	\$150 (avg) X 1 night X 5 people X 8 trips	\$6000
		GSA Per Diem	\$55 (avg) X 2 days X 5 people X 8 trips	\$4400
				Total: \$12,024

TOTAL TRAVEL: \$53,424

The OVW mandated travel exceeds the required \$40,000 amount and will be utilized to send ICJR staff, OFS high-risk staff and CCR members including law enforcement and prosecutors, and OFS FSCs partner agencies to training and technical assistance opportunities approved by OVW. Additionally, statewide training and technical assistance travel will be utilized in years 2 and 3 of the grant to provide statewide technical assistance on high-risk programs and topics for Family Justice Centers and interested communities throughout the state.

D. Supplies

<u>Item</u>	<u>Computations</u>	<u>Costs</u>
Laptops	\$1,200 X 1	\$1,200
Monitor	\$175 X 1	\$175
Zoom Training Account	\$33.33/month X 36 months	\$1,200
Video Creation Software	\$10/month X 36 months	\$360
Supplies	\$30/month X 36 months	\$1,080

SUPPLIES TOTAL: \$4,015

A laptop and monitor will be purchased for the new program assistant. Zoom training account platform will be critical to support statewide CCR enhancement and provide continued webinar trainings and video recordings to partners locally and across the state. Adobe Spark video creation software will support the creation of educational videos on high-risk issues. There is also a small supply budget requested for essential basic office supplies.

E. Contract/Consultant

<u>Item</u>	<u>Computations</u>	<u>Costs</u>
YWCA	\$1000 X 36 months	\$36,000
Mary Parrish Center	\$1000 X 36 months	\$36,000
Sexual Assault Center	\$1000 X 36 months	\$36,000

TOTAL CONTRACT/CONSULTANT: \$108,000

Funding will compensate the YWCA to answer all LAP calls and provide emergency safety planning for high risk victims.

Funding will compensate the Mary Parrish Center for short-term therapeutic services provided to OFS high risk case management clients who are victims of domestic violence, dating violence, sexual assault and/or stalking.

Funding will compensate the Sexual Assault Center for short-term therapeutic services provided to OFS high risk case management clients who are victims of sexual assault.

F. Other Cost

<u>Item</u>	<u>Computations</u>	<u>Costs</u>
Printing Materials	\$.50 X page X 3000	\$1,500

TOTAL OTHER COST: \$1,500

Printing costs will go towards materials developed for high-risk victims of domestic violence, dating violence, sexual assault and stalking, for education on these victim areas, and for any necessary printed training materials.

BUDGET SUMMARY

Budget Category	Amount
A. TOTAL PERSONNEL:	\$595,000
B. TOTAL FRINGE BENEFITS:	\$238,000
C. TOTAL TRAVEL:	\$53,424
D. TOTAL SUPPLIES:	\$4,015
E. TOTAL CONTRACT/CONSULTANT	\$108,000
F. OTHER COST	\$1,500
TOTAL PROJECT COSTS:	\$999,939



Metropolitan Government of Nashville-Davidson County

TRAINING PROGRAMS EMPLOYEE JOB DESCRIPTION

GENERAL DUTIES

- The Training Programs employee is responsible for the management and/or support of the following programs within the Office of Family Safety:
 - Training Curriculum Development
 - Advanced Training & Outreach
- The Training Programs Employee establishes and maintains strong working relationships with courts, the Metropolitan Nashville Police Department (MNPd), related metro departments, the District Attorney's Office, Probation, and statewide Family Safety Center partners.
- The Training Programs employee works closely with key leaders in marginalized/underserved communities to determine the most effective and impactful training content.
- The Training Programs employee identifies and coordinates the outreach and training for clients in need of services or those who respond to domestic violence, sexual assault, stalking, and dating violence in the Metro Nashville-Davidson County service area and the state of Tennessee for OFS and its partners.

SPECIFIC DUTIES

- Create and tailor curricula to the specific needs of MNPd detectives, officers and leadership personnel;
- Create pre and post-training tests;
- Creating short training videos for use at roll-call and for post-training reminders;
- Deliver curricula along with MNPd and non-profit partners with subject-matter expertise in-person, virtually, and recorded;
- In-depth review and consolidation of all OFS trainings;
- Modify/develop curricula covering baseline and advanced topics
- Including curricula on the impact of the ICJR victimization areas on older individuals, individuals with disabilities and immigrant victims;
- Deliver curricula monthly in webinars, specialized in-person trainings, and the IPV institute bi-annually along with partners with subject-matter expertise in-person, virtually, and recorded;
- Ensure training available locally, across the state and country;
- Continuously evaluate need and impact through attendee surveys;
- Review existing curricula and enhance supervisor response training;
- Deliver curricula in-person, virtually, and recorded;
- Create educational video for Metro; Continuously evaluate need and impact through attendee surveys;
- Evaluate statewide TTA needs.



Metro Office of Family Safety

Metropolitan Government of Nashville-Davidson County, Department of Family Safety

HIGH RISK PROGRAMS EMPLOYEE JOB DESCRIPTION

GENERAL DUTIES

- The High Risk Programs Employee is responsible for the management and/or support of the following programs within the Office of Family Safety:
 - The Lethality Assessment Program (LAP)
 - The High Risk Intervention Panel (HRIP)
 - Domestic Abuse Death Review Team (DADRT)
 - Firearms Dispossession Taskforce (FDT)
 - Sexual Assault Response Systems Taskforce (SARST)
 - Strangulation Response Committee (SRC)
 - High Risk Indicators Flagging
 - High-Risk Internship Program
- The High-Risk Programs Employee establishes and maintains effective working relationships with key leaders in the following departments: Police, District Attorney's Office, Probation, and statewide Family Justice Center nonprofit partners.
- The High Risk Programs Employee provides statewide technical assistance as requested.
- The High-Risk Programs Employee will support the work of all other ICJR-funded positions.
- The High-Risk Programs Employee identifies and coordinates the response to additional high risk issues/needs in services or response to domestic violence, dating violence, sexual assault, and stalking victims in the Nashville-Davidson County service area for OFS and its statewide partners.

SPECIFIC DUTIES

- Coordinate CCR meetings and develop any related materials, statistical summaries, or products;
- Create and implement a city-wide response protocol for sexual assault cases;
- Finalize and implement city-wide response protocols for strangulation and firearms dispossession;
- Provide TTA on high-risk CCRs and training to FJCs and partners statewide;

- Incorporate priority victim areas into existing high-risk trainings locally and across state;
- Continue daily high-risk victim flagging sent to criminal justice partners with review of criminal warrants, LAPs, and OPs;
- Expand current firearms and strangulation case flagging to include flagging for sex offenders, pregnancy abuse, and habitual offenders;
- Explore firearms dispossession follow-up procedure to flagged cases with CCR partners;
- Continue expanded review of HRIP cases to include OP narratives;
- Collect and analyze all LAP data;
- Meet with interested FJCs and communities through phone, email and in-person TTA on high-risk CCRs and high-risk initiatives.



Metropolitan Government of Nashville-Davidson County

HIGH RISK CASE MANAGEMENT EMPLOYEE

GENERAL DUTIES

- The High-Risk Case Management employee is responsible for the management and/or support of the following programs/projects within the Office of Family Safety:
 - Establishment of high-risk case management program policies and protocols
 - Development of high risk- program structure including intake, referrals, and database
 - Supervision of high- risk case managers
 - Creation of onboarding training for high-risk case managers
 - Development and facilitation of monthly internal high-risk client treatment team meeting
 - Providing TTA to statewide partners on High-Risk Case Management
 - Expanding domestic and sexual violence curriculum for incarcerated women to be utilized on a virtual platform and provide service referrals
 - Participation in all relevant CCR meetings
 - Facilitation of survivor support, mentoring, and advocacy groups.
- The High Risk Case Management Employee establishes and maintains effective working relationships with key leaders in the following departments and programs: Davidson County Sheriff's Office, Tennessee Bureau of Investigation, Metropolitan Nashville Police Department Interpersonal Crimes Branch, Office of the District Attorney General, Cherished Hearts, Grace Empowered, Mental Health Co-op, End Slavery Tennessee, and Sexual Assault Center.

SPECIFIC DUTIES

- Create onboarding training for high-risk case managers
- Select and train high-risk case managers.
- Develop program structure, intake, referrals and database.
- Develop and facilitate monthly internal high-risk client treatment team.
- Provide TTA to statewide partners on High-Risk Case Management.
- Expand domestic and sexual violence curriculum for incarcerated women to be utilized on a virtual platform and provide service referrals.
- Participate in all relevant CCR meetings.
- Facilitate survivor support, mentoring, and advocacy groups;
- Meet with interested FJCs and communities through phone, email and in-person TTA on high-risk case management.



Metro Office of Family Safety

Where Hope and Healing Begin

Metropolitan Government of Nashville-Davidson County

PROGRAM ASSISTANT EMPLOYEE

ESSENTIAL DUTIES

- Support the work of OFS's High-Risk Program & Training & Outreach Program
- Assist the ICJR High Risk Employee with daily high-risk case tracking and flagging of firearms and strangulation cases
- Assist the ICJR Training Employee with training logistics and data management for all trainings.
- Manage all logistics for ICJR employees, OFS staff, and partners who participate in statewide TTA travel and national OVW approved TTA travel
- Manage all training and technical assistance requests.
- Research high-risk topic areas and nation-wide promising practices to contribute to all ICJR programming and inform OVW TTA requests.
- Provide administrative support for all CCR meetings, committees, and other necessary meetings/activities under the grant.
- Assist ICJR Training employee with advanced trainings and development of law enforcement videos, especially with technical support and editing.
- Remain connected with OFS direct victim services work as appropriate.
- Provide scheduling and structure to the training program, statewide TTA

DIANE SPROW LANCE

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Admitted to Tennessee Bar in 1994

EDUCATION

Vanderbilt University School of Law, Visiting Student 8/93-5/94
University of San Diego School of Law, JD 1994 (top 15%)

- Public Interest Law Award Recipient
- Vice President, Public Interest Law Foundation

Vanderbilt University, BS 1989

- Kappa Delta Epsilon Academic Honors Society

EXPERIENCE

2014-Present – Metro Government Nashville-Davidson County

Department Head, Office of Family Safety

- Direct report to the Mayor and responsible for –
 - Improving domestic violence and sexual assault victim safety and offender accountability through multi-disciplinary program development, coordination of governmental and nonprofit services, and management of Metro's Family Justice Centers
 - Innovated design and programming for Metro's Court based family justice center – a first of its kind nationwide.
 - Led all strategic planning for the development, design, workflow, policies and procedures for Metro's 75,000 square foot community based family justice center.
 - Oversee all high risk client programming, training programs and victim advocacy
 - Supervise staff of 29 employees that serves over 7000 victims and 2000 trainees per year
 - Grant writing and oversight
 - Media interviews
 - Manage over 1.2 million dollar budget

Candidate for District Attorney General (election May 6, 2014)

- Ran a countywide campaign consisting of –
 - 11 community forums/debates/speaking engagements
 - Frequent Radio, TV, Newspaper and Endorsement interviews
 - Fundraising
 - Volunteer coordination
 - Outreach (calls and canvassing)

2009-2014 – Office of Mayor Karl Dean

Special Counsel to the Mayor

- Mayor's Domestic Violence Safety Assessment Coordinator, a two (2) year project leading 100+ team members in the assessment of law enforcement and the judicial system; including 9-1-1, police, courts, and the District Attorney's Office
- Coordination of appointments on Metro Boards and Commissions and the selection of Davidson County's Chief Medical Examiner
- Speech writing and oversight
- Grant writing, awarded highly competitive "Cities of Service" grant from Rockefeller Foundation, only ten (10) cities selected nationwide
- Established and led Bellevue's 2010 Flood Emergency Information Center in conjunction with the Office of Emergency Management
- Represent and staff the Mayor at select internal and external meetings and events
- As a senior staff member, portfolio has included the following: Flood, public safety, legal, libraries, arts, historical, poverty, community engagement

Awards

- 2013 Tennessee Board of Parole, Voice for Victims Award
- 2012 Nashville Domestic Violation Coalition, Outstanding Public Official Award

2001-2009 –Founding Partner & General Counsel

Niwot Partners, Nashville, TN

- Real-estate research, investment, and asset management of nine (9) properties.

1994-1999: Office of District Attorney General

Assistant District Attorney, Child Sex Abuse Team Leader

- Achieved a jury trial conviction rate of 95%, with most offenders receiving 30+ year sentences with no possibility of parole
- Supervised disposition of all felony crimes against children, investigation, plea negotiation, witness interviews, preliminary hearings, jury trials

Assistant District Attorney, Domestic Violence Unit Leader

- Led Davidson County's first such Unit
- Worked closely with Metro Police, Judges, and Probation Officers to implement the newly enacted "No Drop" policy for domestic violence crimes

1989-1991: Program Project Manager

San Diego Youth Involvement, San Diego California

- Project Manager, homeless and battered women's shelter
- Counselor, delinquent gang entrenched youth

RELATED EXPERIENCE

- Nashville Children's Alliance, current board member & past board president
- Member:
 - Women's Political Collaborative,
 - Women for Tennessee's Future,
 - Women in Numbers,
 - Lawyer's Association for Women
 - Tennessee Bar Association
- Rape & Sexual Abuse Center, former board member & legal liaison

LaToya D. Townsend, LMSW

latoyatownsend@jnsnashville.gov

615.862.5159

610 Murfreesboro Pike Nashville, TN 37210

EDUCATION:

Columbia University School of Social Work, New York, NY

Master of Science in Social Work, May 2013

GPA 3.82

Concentration: Advanced Generalist Practicing & Programming

Field of Practice: Contemporary Social Issues

Oakland University, Rochester, MI

Bachelor of Arts in Sociology May 2006

Honors Distinction

CORE KNOWLEDGE & SKILLS AREA:

Community Organizing and Outreach, Public Speaking, Extensive Volunteer History, Advocacy, Program Design & Evaluation, Staff & Volunteer Leadership Development, Training, Resource Utilization, Programmatic Outcome Monitoring, Marketing

COMMUNITY OUTREACH & TRAINING EXPERIENCE:

Metropolitan Government of Nashville Davidson County, Office of Family Safety

Nashville, TN

Training & Grant Manager

January 2016 – September 2018

Director of Training, Outreach and Development

September 2018- Present

- Direct the design, planning, and implementation of Metro Office of Family Safety training programs
- Coordinate the strategic work of all OFS training and outreach efforts to work together seamlessly
- Establish Metro's domestic violence and sexual assault training curriculum
- Collaborate with partners to assess ongoing and future training and development needs as well as effectiveness of established programs
- Coordinate outreach to encourage utilization of Nashville's Family Safety Centers
- Coordinate "train the trainers" programs to improve presentation content and presentation skills
- Evaluate effectiveness of training and outreach programs and instructors
- Establish strong working relationships with the courts, related Metro departments, and non-profit partners
- Provide training as a senior trainer on specialized topics to local, statewide and national audiences as appropriate.
- Ensures Office of Family Safety meets all grant deadlines in term reports, outcomes and updates
- Develops curricula related to interpersonal violence
- Participates in local and state coalition meetings and programs
- Prepares and manages proposals for grants in accordance with funder's policies and legal requirements.
- Develop programs for and applying to selected grant opportunities
- Oversee the implementation of approved grants
- Identifying ways to optimize the grant application and administration processes

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- Conduct ongoing programmatic monitoring of grants
- Develop and maintain OFS personnel policies and procedures
- Serve as department HR liaison for all personnel related issues

Martha O'Bryan Center

Therapeutic Care Coordinator & Advocate

Nashville, TN

April 2015 – January 2016

- Developed domestic violence training programs for community partners
- Provided counseling services to Cayce residents experiencing the effects of interpersonal violence
- Provided court accompaniment and support for clients and prepared clients for testimony in both civil and criminal court. Attended OP hearings in Circuit and General Sessions Court; conducted outreach with petitioners to assist them in court preparation and navigating resources after court
- Assisted victims in obtaining and completing an Order of Protection, including conducting danger assessments, safety planning, and making referrals to a wide range of resources and services
- Provided victims with information on presenting their case, and what steps to do if the order is violated
- Assisted Jean Crowe Advocacy Center with high-risk case review by gathering needed history and documentation for presentation

Social Intervention Group (SIG), Columbia University

Social Work Intern

New York, NY

Sep 2012 – June 2013

- Conducted data collection, tracking and program systems management in order to strategically drive implementation of interventions and trainings
- Provided logistical support for interventions during piloting phases and institute development
- Conducted research regarding the efficacy of interventions and institutes to improve quality of resources
- Facilitated outreach and recruitment for research participants
- Disseminated HIV prevention tools with minority women and their male sex partners
- Provided ongoing administrative support for all interventions, trainings, and programs

ADDITIONAL EXPERIENCE:

Phipps Community Development Corporation, New York City Justice Corps

Employment Specialist

New York, NY

May 2012 – September 2012

- Provided clinical support and case management to formerly incarcerated young adults
- Collaborated with career case counselors to evaluate placement readiness of participants
- Contacted employers to solicit information concerning appropriate job openings and internship possibilities for program participants
- Facilitated workshops on themes related to job readiness including mock interviews
- Exceeded programmatic requirements, deadlines, and benchmarks

Regions Bank

Equity Trainer

Nashville, TN

June 2006 – July 2011

- Successfully trained processors and underwriters on banking systems and federal changes
- Provided a professional level of customer service to vendors and customers
- Resolved processing and underwriting issues
- Communicated policy changes to the Equity Lending Department
- Served as a liaison between Equity Lending and bank branches

PROGRAM PLANNING & PRESENTATION EXPERIENCE:

- Domestic Violence and Trauma, January 2016-Present
- Judicial Candidates Panel on Domestic Violence, March 2018
- The State of the Black Woman, June 2018
- Meharry Medical College Domestic Violence Awareness Panel, October 2018
- Criminal Justice Initiative Training Institute, Sep 2012-June 2013
- Cross Systems Needs Assessment for Restore NYC, Sep 2012-Dec 2012
- Determining Effective Financial Resource Services: An Evaluation of Transitional and Permanent Housing Programs in NYC, Sep 2012-Dec 2012
- Anti-oppressive organizing with Social Workers for Anti-Oppression, Equity, and Equality (SWAEE) and the Undoing Racism Internship Project (URIP), Dec 2012

AFFILIATIONS:

- Nashville Coalition Against Domestic Violence (Past President & Board Member) May 2015- Present
- Black Women's Health Imperative, 2016 – Present
- National Hook Up of Black Women, 2016 - 2018
- Tennessee Coalition to End Domestic & Sexual Violence, May 2015- Present
- Alpha Kappa Alpha Sorority, Incorporated, 2018-Present
- National Association of Social Workers, Jan 2011 – January 2013

COMPUTER SKILLS: Proficient in Mac & PC, Microsoft Suite, SPSS, ETO, Squarespace, Canva, Vengage

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PROFILE:

- Director with 17 years of experience in criminal justice & non-profit victim advocacy; leadership; program creation, evaluation & innovation; policy development; and training & technical assistance.
- Expertise in domestic & sexual violence, strangulation, firearms dispossession, & human trafficking.
- National speaker on leadership, collaboration, interpersonal violence & intersections with trafficking.
- Published author and award recipient.

PROFESSIONAL EXPERIENCE:

Senior Director of Programs *Metro Office of Family Safety (OFS), Nashville, TN* Oct 18 – Present
(Previous) High Risk Programs Manager Jan 16 – Sept 18

- Coordinate OFS programs & leadership in our two Family Justice Centers to work together seamlessly.
- Create & maintain effective working relationships with key leaders on local, state and national levels.
- Direct multi-disciplinary response & citywide implementation of programs on IPV High Risk, DV Fatality Review, Human Trafficking, Sexual Assault, Strangulation, and Firearms.
- Provide technical assistance for U.S. cities on Family Justice Center development and high-risk response.
- Develop response protocols, materials, training curricula, and reports on OFS and high-risk issues.
- Provide training on high-risk issues, including human trafficking, strangulation, and firearms.
- Supervise High Risk Programs staff and interns.

Trainer & Consultant on Domestic/Sexual Violence, Trafficking & Collaboration Aug 11 – Present

- Conduct trainings & provide consultation for national, state, & local organizations on leadership, collaboration, multi-disciplinary team development, and interpersonal violence.
- Consultant for the Office for Victims of Crime Training & Technical Assistance Center (OVC TTAC) & the National Human Trafficking Training & Technical Assistance Center (NHTTAC).
- Consultant from Aug 2015 – Jan 2016 providing technical assistance national CEASE Network.

Program Director, Denver Anti-Trafficking Alliance *District Attorney, Denver, CO* Dec 12 – May 15
(Previous) Project Coordinator, Special Programs Unit Jan 12 – Dec 12

- Created the Denver Anti-Trafficking Alliance (DATA), a multidisciplinary group of over 40 agencies.
- Managed the direction of DATA, its' six committees, and all projects.
- Supervised DATA staff, interns, and co-chairs of DATA committees.
- Developed DATA website, newsletter, law enforcement protocol, and victim service directory.
- Developed DATA public awareness campaign, annual conference event, and trainings.
- Represented DATA at the legislature, on the statewide Council, in national meetings, and to the media.
- (Previous) Monitored 30 grantees, developed grant materials, & reported on state & federal grants.

National Trainer & Hotline Regional Program Specialist *Polaris, Washington, D.C.* Oct 09 – Aug 11

- Coordinated tip reporting and victim assistance for 9 states on the National Human Trafficking Hotline.
- Conducted trainings throughout the U.S. for victim service providers, law enforcement, attorneys, foreign delegations, educators, health providers, students, and community members.
- Assisted in program development and evaluation of both hotline and training programs.
- Authored training curricula, hotline protocols, victim assessments, and educational materials.
- Supervised, recruited and trained interns working with the NHTRC hotline team.

Domestic Violence Victim Witness Coordinator *District Attorney, Nashville, TN* Feb 07 – Sept 09

- Provided advocacy and guidance on legal procedures for victims of domestic and sexual violence.
- Employed extensive knowledge of the criminal justice system, statutes, and procedures.
- Advocated and interpreted for Hispanic/Latinx victims and certified U-Visa forms.

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Volunteer & Donations Coordinator *YWCA Domestic Violence Shelter, Nashville, TN* June 06 – Feb 07

- Trained community members on domestic violence and power and control.
- Recruited, trained, and supervised up to 200 volunteers per month and managed volunteer database.
- Coordinated sponsor recruitment, client matching, and public relations for Holiday Sponsorship.
- Facilitated shelter intakes and weekly support group for Spanish speaking survivors of domestic violence.

Migrant Ed Instructor, Group Facilitator *Centro Inc., Kansas City, KS* Nov 05 – June 06

- Planned and implemented continuing education program for Hispanic migrant students.
- Planned and carried out activities for a support group of children affected by domestic violence.

English Second Language Teacher *English First: Santiago, Chile* July 04 – August 05

- Developed & delivered English learning curricula for adult students from international corporations.

Coordinator *Lawrence Interdenominational Nutrition Kitchen* August 03 – June 04

- Coordinated volunteers, donations, & meal service to individuals experiencing homelessness.

EDUCATION:

George Washington University - Elliott School of International Affairs *Washington, D.C.* 2010 – 2011

M.A. International Affairs | Concentration: International Law, Women's Human Rights

GPA: 3.86. Recipient of the Career Development Fellowship Award

University of Kansas *Lawrence, KS* 2000 – 2004

B.A. Political Science, B.A. International Studies

GPA: 3.84. Graduated with distinction and honors | Phi Beta Kappa Honors Society Member

VOLUNTEER LEADERSHIP EXPERIENCE:

Board Member (Elected) *Nashville Coalition Against Domestic Violence* Jan 17 – present

- Advise and assist with strategic planning for multidisciplinary domestic violence coalition.

Vice-Chair (Elected) *Colorado Governor's Human Trafficking Council* Oct 14 – May 15

- Governor appointed member of legislatively mandated Council and elected Vice-Chair.
- Developed structure of the Council, planned meetings and appointed Council members to task forces.

Founder & Editor *The Voices Against Violence Project* Dec 11 – May 15

- Designed and developed a blog that has reached over 14,000 views in over 100 countries.
- Edited & authored articles on domestic/sexual violence, human trafficking, stalking, and gender violence.

Blogger & Public Policy Committee Member *Colorado Coalition Against Sexual Assault* Jan 12 – May 15

- Provided legislative analysis and advocacy as a member of CCASA Public Policy Committee.
- Assisted in development of CCASA blog and authored articles on trafficking, domestic/sexual violence.

Chair 2009, Co-Chair 2008 (Elected) *Nashville Coalition Against Domestic Violence* Aug 07 – Oct 09

- Directed a multi-disciplinary domestic violence coalition developing fundraisers, trainings, & events.
- Authored letters to elected officials and awareness materials for domestic violence victims.

Colombia Human Rights Team Coordinator *Amnesty International, Santiago, Chile* March 05 – Aug 05

- Developed and managed team members, volunteers, and webpage.
- Assisted Colombian refugees in Chile and planned public actions and events.
- Authored informative brochures, a bi-monthly news bulletin, and advocacy letters.

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AWARDS:

- *Outstanding Innovative Program – Nashville’s Lethality Assessment & High Risk Intervention Panel*
Nashville Coalition Against Domestic Violence 2017
- *Recognition for Contributions to Colorado Anti-Trafficking Efforts & Creation of Human Trafficking Council*
Colorado Department of Public Safety, Office for Victims Programs 2015
- *Outstanding Victim Advocate of the Year Award*
Nashville Coalition Against Domestic Violence 2009

ADDITIONAL SKILLS:

- Advanced level of Spanish proficiency, with service provision, translation, and training experience.
- Proficient in Word programs, WordPress website design & maintenance, Adobe Connect, and Zoom.

PUBLIC SPEAKING ENGAGEMENTS

PUBLIC POLICY:

- Testimony, *HB14-1273 on Human Trafficking in Colorado* – Colorado House Judiciary Committee, March 11, 2014.
- Testimony, *HB14-1273 on Human Trafficking in Colorado* – Colorado Senate Judiciary Committee, April 16, 2014.
- Testimony, *HB12-1151 Concerning the Trafficking of Human Beings* – Colorado House Judiciary Committee, February 14, 2012.
- Testimony, *HB12-1151 Concerning the Trafficking of Human Beings* – Colorado Senate Judiciary Committee, March 7, 2012.

MEDIA EDUCATION & AWARENESS:

- “Tennessee gun dispossession laws still allow offenders to continue their abuse,” Nashville Fox 17 News, November, 16, 2020. <https://fox17.com/news/local/tennessee-gun-dispossession-laws-still-allow-offenders-to-continue-their-abuse>
- “Nashville sees uptick in domestic violence homicides during COVID-19,” Nashville WSMV News, July 9, 2020. https://www.wsmv.com/news/nashville-sees-uptick-in-domestic-violence-homicides-during-covid-19/article_6aff305a-c261-11ea-94f0-4f93091adfc.html
- “cityCURRENT Radio Show Interview with Becky Bullard of Metro Government's Office of Family Safety,” Nashville cityCURRENT Radio Show, June 10, 2020. <https://www.youtube.com/watch?v=zvOM9JacpW8&feature=youtu.be&fbclid=IwAR3UM4gOwTRP5yGXvUo4Zk9x-vMRHlyVWB9LLedqOw8mkW8VkyJI0-GVi1A>
- “Metro government continues to combat domestic violence,” Nashville WKRN October 25, 2019 <https://www.wkrn.com/news/metro-government-continues-to-combat-domestic-violence/>
- “Cyntoia Brown's road to recovery includes book deal, documentary,” Nashville News Channel 5 August 7, 2019 <https://www.newschannel5.com/news/cyntoia-browns-road-to-recovery-includes-book-deal-documentary>

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- “Gov. Lee declares July 28 - Aug 3 as Human Trafficking Awareness Week,” *Nashville News Channel 5* July 31, 2019 <https://www.newschannel5.com/news/gov-lee-declares-july-28-aug-3-as-human-trafficking-awareness-week>
- “New training in Davidson County raises awareness of strangulation,” *Nashville News Channel 5* June 12, 2019 <https://www.newschannel5.com/news/new-training-in-davidson-county-raises-awareness-of-strangulation>
- “Bill would remove accountability of gun-owning domestic violence offenders,” *Nashville News Channel 5* Apr 08, 2019 <https://www.newschannel5.com/news/bill-would-remove-accountability-of-gun-owning-domestic-violence-offenders>
- “Domestic violence advocates, victims ‘terrified’ by Tennessee gun dispossession bill,” *Nashville WKRN* Apr 3, 2019 <https://www.wkrn.com/news/domestic-violence-advocates-victims-terrified-by-tennessee-gun-dispossession-bill/>
- Interview, “Guns illegal for domestic abusers in Tennessee, but there’s no way to check,” *Nashville WKRN*, November 2017. <http://wkrn.com/2017/11/06/guns-illegal-for-domestic-abusers-in-tennessee-but-theres-no-way-to-check/>
- Interviewee & Associate Producer – Documentary Video, “Live Through This: Sex Trafficking Survivors” *Denver Anti-Trafficking Alliance*, Director David Liban, PBS air date TBD. <https://vimeo.com/144176343> and <https://itunes.apple.com/us/movie/live-through-this-survivors-of-sex-trafficking/id1084867081>
- Interviewee & Associate Producer – Short Documentary Video, “Survivor Empathy Video for Buyer Education Program” *Denver Anti-Trafficking Alliance*, Director David Liban, May 2015. <https://vimeo.com/122151099>
- Interview on article written, “[Take off the cape: Why using the word rescue is harmful to anti-trafficking efforts](http://centerforhealthmediapolicy.com/2014/09/11/healthstyles-words-power-control/)” *Healthstyles Center for Health, Media, and Policy*, September 11, 2014. <http://centerforhealthmediapolicy.com/2014/09/11/healthstyles-words-power-control/>
- Interview, “Sex Trafficking Awareness” *ICOSA Radio*, Connect & Collaborate, with Denver District Attorney Mitch Morrissey, August 8, 2014. <http://www.icosamedia.com/2014/08/connect-collaborate-sex-trafficking-awareness/>
- Interview, “Fighting Domestic Violence in America,” *Vanguard University Global Center for Women and Justice*, Episode 40, October 25, 2012. <https://itunes.apple.com/us/podcast/40-fighting-domestic-violence/id434716755?i=123167919>

TRAININGS & TECHNICAL ASSISTANCE CONDUCTED:

2020:

- “Human Trafficking & Trauma-Informed Medical Provider Responses,” *Q&A Session for Vanderbilt Nursing Students with Bre Miller – December 2020.*
- “Human Trafficking & Trauma-Informed Medical Provider Responses,” *OFS Training for Vanderbilt Nursing Students with Bre Miller – November 2020.*
- “OFS 2019 Annual Report: A Year of Growth & Change,” *OFS Family Safety Center & Statewide Partners – November 2020.*
- “Exploring the Intersectionality of Human Trafficking and Domestic Violence through a Complex Trauma

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Lens," Sanar Institute & Project Trust Training with Sanctuary for Families – October 2020.

- *"Intersections of Human Trafficking & Domestic Violence," OFS Family Safety Center & Statewide Partners – October 2020.*
- *"Abuser Lethality: How to Identify Risk Markers & Prevent Murders," Training for Tennessee Trial Judges Statewide Conference – October 2020.*
- *"Abuser Lethality: How to Identify Risk Markers & Prevent Murders," Training for Nashville Judicial Commissioners – September 2020.*
- *"Interpersonal Violence & Pregnancy," OFS Webinar Training for FSC & Statewide Partners with Clare Ryan – September 2020.*
- *"Abuser Lethality: How to Identify Risk Markers & Prevent Murders," Training for Tennessee General Sessions Judges Statewide Conference – September 2020.*
- *"Follow Up Technical Assistance: Understanding the Intimate Partner Violence & Risk Assessment with Pregnant & Post-Partum Women," OFS Webinar Training for Tennessee Primary Care Association – August 2020.*
- *"Understanding the Intimate Partner Violence & Risk Assessment with Pregnant & Post-Partum Women," OFS Webinar Training for Tennessee Primary Care Association – August 2020.*
- *"Human Trafficking's Impact in Nashville: Expert Panel," Moderator – OFS Webinar Training for FSC & Statewide Partners – July 2020.*
- *"The Impact of COVID-19 on Family Safety Center Service Providers," Moderator – OFS Webinar Training for FSC & Statewide Partners – July 2020.*
- *"Exploitation in America Part II: Human Trafficking Networks," OFS Webinar Training for FSC & Statewide Partners – July 2020.*
- *"High Risk Intervention Panel (HRIP) Development & Collaboration," Technical Assistance for the Kansas Coalition Against Domestic Violence – July 2020.*
- *"OFS Family Safety Center & Firearms Disposition in Nashville," OFS Panel for Everytown for Gun Safety – Moms Demand Action Nashville Group – June.*
- *"Lethal Weapons: When Firearms & Domestic Violence Collide," OFS Webinar Training for FSC & Statewide Partners – June 2020.*
- *"Exploitation in America: Understanding Human Trafficking," OFS Webinar Training for FSC & Statewide Partners – May 2020.*
- *"National Victim Assistance Academy (NVAA) Leadership Institute," Webinars & Online Learning Site, Office for Victims of Crime (OVC) – May-July 2020.*
- *"In Control of Your Next Breath: The Lethality of Strangulation," OFS Webinar Training for FSC & Statewide Partners – April 2019.*
- *"Identifying & Responding to High Risk Cases," OFS Webinar Training for FSC Partners – April 2020.*
- *"OFS Family Safety Center & High Risk Programs," OFS Site Visit for Knoxville, TN with Dept. Head Diane Lance – March 2020.*
- *"Identifying & Responding to High Risk Cases," OFS Training for FSC Partners – February 2020.*
- *"OFS Family Safety Center & High Risk Programs," OFS Site Visit for Elder Justice Initiative – February*

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2020.

- “OFS Family Safety Center & High Risk Programs,” *OFS Site Visit for Birmingham, AL with Diane Lance Dept. Head – February 2020.*
- “Intersections of Gangs & Interpersonal Violence,” *OFS Training for OFS Staff & FSC Partners with the MNPd Gang Unit – February 2020.*
- “Understanding Human Trafficking & Intersections with other forms of Abuse,” *OFS Training for Chattanooga Health Department & Community Partners – January 2020.*

2019:

- “In Control of Your Next Breath: The Lethality of Strangulation,” *OFS Training for OFS Staff – December 2019.*
- “Exploitation in America Part II: Human Trafficking Networks,” *OFS Training for OFS Staff & FSC Partners – (two sessions) December 2019*
- “Firearms Disposition Implementation Issues in Tennessee,” *OFS Statewide Interpersonal Violence Public Policy Summit – November 2019.*
- “OFS Family Safety Center & Firearms Disposition in Nashville,” *OFS TA Visit with National Domestic Violence & Firearms Resource Center – November 2019.*
- “OFS Family Safety Center & High Risk Programs,” *OFS Site Visit for Belgium with Diane Lance Dept. Head – November 2019.*
- “Exploitation in America: Understanding Human Trafficking,” *OFS Training for OFS Staff & FSC Partners – (two sessions) November 2019.*
- “Identifying & Responding to High Risk Cases,” *OFS Training for FSC Partners – October 2019.*
- “Intersections of Human Trafficking & Child Abuse & Neglect,” *OFS Training for Nashville Children’s Alliance – October 2019.*
- “In Control of Your Next Breath: The Lethality of Strangulation,” *OFS Training for Dept. of Emergency Communications – (three sessions) September 2019.*
- “Integrating Human Trafficking into Domestic Violence, Sexual Assault & Child Abuse Work” – *OFS Training for National Coalition Against Domestic Violence (NCADV) Annual Conference in Washington D.C. – September 2019.*
- “Identifying Human Trafficking for Emergency Medical Services,” *OFS Training for Fire Department Emergency Medical Services – (three sessions) August 2019.*
- “Family Safety Center, Lethality Assessment Program (LAP) Updates, and Firearms Disposition,” *OFS Training for MNPd Roll Calls – (three sessions) August 2019.*
- “In Control of Your Next Breath: The Lethality of Strangulation,” *OFS Training for Family Safety Center Partners – August 2019.*
- “OFS Family Safety Center & High Risk Programs,” *OFS Site Visit for Savannah, GA with Diane Lance Dept. Head – August 2019.*
- “What is Human Trafficking?” *OFS Public Awareness Event Speech for Human Trafficking Awareness Event for the General Public – July 2019.*

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- "Identifying & Responding to High Risk Cases," *OFS Training for FSC Partners – July 2019.*
- "Identifying Human Trafficking for Law Enforcement," *OFS Training Video for MNPd Patrol Roll Call – July 2019.*
- "OFS Family Safety Center & High Risk Programs," *OFS Site Visit for Knoxville, TN with Diane Lance Dept. Head – July 2019.*
- "OFS Family Safety Center & High Risk Programs," *OFS Site Visit for Milwaukee, WI with Diane Lance Dept. Head – July 2019.*
- "Domestic Violence & Firearms Disposition," *OFS Training for Everytown for Gun Safety Court Monitors – June 2019.*
- "Introduction to Human Trafficking," *OFS Training for FSC Partners – June 2019.*
- "OFS Family Safety Center & High Risk Programs," *OFS Training for Tennessee Victim Witness Coordinators Conference with Diane Lance Dept. Head – June 2019.*
- "OFS Family Safety Center & High Risk Programs," *OFS Site Visit Training for Birmingham, AL with Diane Lance Dept. Head – June 2019.*
- "OFS Family Safety Center & High Risk Programs," *OFS Training for Statewide Law Enforcement Victim Coordinators with Diane Lance Dept. Head – June 2019.*
- "Introduction to Human Trafficking," *OFS Training for Nashville Drug Court – May 2019.*
- "Integrating Human Trafficking into Domestic Violence, Sexual Assault, and Child Abuse Work," *OVC TTAC Training 2nd Annual Child Abuse Prevention Conference Madera, CA – April 2019.*
- "In Control of Your Next Breath: The Lethality of Strangulation," *OFS Training for Nashville District Attorney's Office with Diane Lance Dept. Head – April 2019.*
- "OFS Family Safety Center & High Risk Programs," *OFS Site Visit Training for Georgia Criminal Justice with Diane Lance Dept. Head – April 2019.*
- "OFS Family Safety Center & High Risk Programs," *OFS Site Visit Training for San Diego, CA with Diane Lance Dept. Head – April 2019.*
- "Strangulation for Emergency Medical Services," *OFS Training with Vanderbilt Medical Center – March 2019.*
- "Human Trafficking & Collaborative Response," *AEquitas Training Local Partner Speaker – February 2019.*
- "Medical Perspective: Intersections of Human Trafficking & Domestic Violence," *HCA Hospitals with YWCA – February 2019.*
- "Judicial Perspective: Intersections of Human Trafficking & Domestic Violence," *Tennessee Administrator Office of the Courts Judicial Training – January 2019.*

2018:

- "High Risk Domestic Violence Indicators," *Nashville General Session Probation – November 2018.*
- "High Risk Domestic Violence Indicators," *TN Coalition to End Domestic and Sexual Violence Annual Victim Advocacy Academy – June 2018.*
- "Integrating Human Trafficking into Domestic Violence, Sexual Assault, and Child Abuse Programs."

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Nashville Domestic Violence Non-profit and Police Partners – May 2019.

- “Human Trafficking Trends in the U.S.”; “Sex Trafficking Networks”; “Integrating Human Trafficking into Domestic Violence, Sexual Assault, and Child Abuse Programs.” *Grand Junction, CO DV Prevention Academy – April 2018.*
- “Lethality Assessment Program (LAP) in Nashville,” *OFS Training for MNPd Roll Calls – March 2018.*
- “Nashville’s Journey – Safety & Accountability Assessment,” *OFS Webinar for Praxis International with Diane Lance Dept. Head – February 2018.*
- “Lethality Assessment Program (LAP) in Nashville,” *OFS Training for Belle Meade Police Dept. – January 2018.*

2017:

- “Plenary Session: Investigations, Prosecutions and Victim Services: The Impact of Trauma and Adverse Experiences,” *OVCTTAC Training for 2017 OVC Human Trafficking Regional Training Forum – Dec 2017.*
- “Housing for Human Trafficking Victims – Intersections with Domestic Violence Services,” *OVCTTAC Training for 2017 OVC Human Trafficking Regional Training Forum – December 2017.*
- “Intersections of Domestic Violence & Human Trafficking,” *OFS Training for JCAC advocates – October 2017.*
- “Lethality Assessment Program (LAP) in Nashville,” *OFS Training for Memphis Sheriff’s Dept. and Memphis Police Dept. – July & November 2017.*
- “Integrating Human Trafficking into Domestic & Sexual Violence Work,” *OVCTTAC Training for Illinois Criminal Justice Information Authority (ICJIA) – June 2017.*
- “Coordinated Response to Human Trafficking: Claiming Your Seat at the Anti-Trafficking Table,” *Conference on Crimes Against Women (CCAW) – May 2017.*
- “Identifying and Responding to Human Trafficking in a Medical Setting,” *Conference on Crimes Against Women (CCAW) – May 2017.*
- “National Victim Assistance Academy (NVAA) Effective Management Series: Developing and Maintaining Collaborations,” *Webinars & Online Learning Site, Office for Victims of Crime (OVC) – February-March 2017.*

2016:

- “Engaging Volunteers and Interns: How Anti-Trafficking Programs Can Grow and Sustain Volunteer Programs” *Office for Victims of Crime Capacity Building Webinars for Human Trafficking Service Providers – May 2016 Webinar.*
- Keynote: “Coordinated Response to Human Trafficking” *Tennessee Coalition to End Domestic & Sexual Violence Statewide Conference - April 2016.*
- “Integrating Human Trafficking into Domestic Violence, Sexual Assault, and Child Abuse Work” *Tennessee Coalition to End Domestic & Sexual Violence Statewide Conference - April 2016.*

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2015:

- "Youth Exploited: Drug Endangered Children & Human Trafficking" *National Drug Endangered Children's Conference - October 2015.*
- "Youth Exploited: An In-depth look at Human Trafficking in the U.S." *Rocky Mt. Youth Development Conference - April 2015.*
- Panel Member, "The Terror of Trafficking" – *Denver Eclectics - January 16, 2015.*
- "Intersections of Domestic Violence & Human Trafficking" – *Metro State University Human Trafficking Course - January 13, 2015.*
- "Intimate Partner & Familial Human Trafficking" – *University of Denver Perspectives on Human Trafficking Conference - January 8, 2015.*

2014:

- "An Introduction to Safe Harbor Laws" – *Denver Anti-Trafficking Alliance (DATA) Conference on Human Trafficking - November 20th, 2014.*
- "Intimate Partner & Familial Human Trafficking" – *Denver Anti-Trafficking Alliance (DATA) Conference on Human Trafficking - November 20th, 2014.*
- "Exploitation in America: How to recognize and respond to human trafficking as medical providers in schools" – *Colorado Association of School Nurses - November 7, 2014.*
- "Legislative Update Panel: the New Colorado Human Trafficking Law" – *26th Annual Colorado Organization for Victim Assistance (COVA) Conference, Keystone, CO - October 28, 2014.*
- "Intersections of Human Trafficking & Domestic & Sexual Violence" – *26th Annual Colorado Organization for Victim Assistance (COVA) Conference, Keystone, CO - October 28, 2014.*
- "Exploitation in America: How Human Trafficking Intersects with Adolescent Healthcare" *Hot Topics in Adolescent Health, Children's Hospital Colorado - October 24, 2014.*
- "Human Trafficking in a Medical Setting," *25th Annual Denver STD/HIV Clinical Overview - September 12, 2014.*
- "Human Trafficking Update in Colorado." *Title X Family Planning Program, Colorado Department of Public Health and Environment (CDPHE) - June 5th, 2014.*
- "Why is Human Trafficking a Systems Responsibility?" *Victim Responder Panel Discussion, Jefferson County Human Trafficking Conference - June 4-5, 2014.*
- "Working with Human Trafficking Victims from a Domestic & Sexual Violence Advocacy Perspective" – *Colorado Advocacy in Action Conference - June 2nd, 2014.*
- "Intersections of Human Trafficking & Domestic & Sexual Violence" *Grand Junction Domestic Violence Academy - May 8th, 2014.*
- "Exploitation in America: Intersections of Human Trafficking with the Department of Human Services" *El Paso County Department of Human Services - April 28th, 2014.*
- "Human Trafficking in Colorado" *17th Judicial District Human Trafficking Training - February 28th, 2014.*
- "Human Trafficking among Our Youth" *Denver Public Schools - February 18, 2014.*

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- "Sex Trafficking Networks" *Denver DEC-JIDEF - February 13, 2014.*
- "Human Trafficking in a Medical Setting" - *Denver Health Hospital STD Clinic, January 16, 2014.*

2013:

- "Human Trafficking in a Medical Setting" - *Denver Health Hospital, December 18, 2013.*
- "Human Trafficking in Colorado: Identifying Victims & Developing a Collaborative Response" - *25th Annual Colorado Organization for Victim Assistance (COVA) Conference, Keystone, CO - October 29, 2013.*
- "Human Trafficking in Colorado" *District 9 Meeting - October 26, 2013*
- "Intersections of Human Trafficking & Youth Issues" *Project PAVE - October 24, 2013.*
- "Intersections of Human Trafficking & Domestic & Sexual Violence" *Montana Coalition Against Domestic & Sexual Violence - October 10, 2013 Webinar.*
- "Intersections of Human Trafficking & Childhood Abuse" *Denver CASA - September 24, 2013.*
- "Intersections of Human Trafficking & Childhood Sexual Abuse" *WINGS - July 2, 2013.*
- "Human Trafficking in a Family Planning Setting" *Title X Programs, Office of Population Affairs - June 25, 2013 Webinar.*
- "Service Provision for Human Trafficking Victims" *Victim Services Network, Networking & Advocacy Committee - June 18, 2013.*
- "Intersection of Human Trafficking & Sexual Assault" *Rape Assistance & Awareness Program - June 20, 2013.*
- "Human Trafficking in the U.S." - *Denver Center for Crime Victims - May 22, 2013.*
- "Human Trafficking in Colorado" *Victim Services Network - May 13, 2013*
- "Intersections between Human Trafficking and Domestic and Sexual Violence" *Keynote, 2013 Advocacy in Action Conference – New Mexico – May 2013*
- "Sex Trafficking Networks" *2013 Advocacy in Action Conference - New Mexico – May 2013*
- "Trafficking of Youth in the U.S." - *Denver Children's Advocacy Center – March 14, 2013.*
- "Human Trafficking of Youth" – *Denver Public Schools Conference Human Trafficking of Children in our Community – February 19, 2013*
- "Population Identification Issues and Language and Police Operations" *Panel Speaker - Summit 2 End It, Denver, CO – January 7, 2013*

2012:

- "Intersections of Domestic Violence & Human Trafficking" – *24th Annual Colorado Organization for Victim Assistance (COVA) Conference, Keystone, CO – October 23, 2012*
- "Examining the Intersections of Domestic Violence & Human Trafficking" - *Partners for Change: Oklahoma's Annual Partnership Conference, Norman, OK - September 19-20, 2012*
- "Human Trafficking & Drug Endangered Children" - *Colorado Drug Endangered Children Conference, Vail, CO – September 25, 2012*

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- "Identifying and Responding to Human Trafficking by Family Members and Intimate Partners" - *National Sexual Assault Conference (NSAC), Chicago, IL - August 22, 2012*
- "Trafficking of Youth in the U.S.: Victim Identification, Assessment & Advocacy" - *Boone County Human Trafficking Task Force, Columbia, MO – August 24, 2012*
- "Human Trafficking Coalition Building & Response Protocols" - *Boone County Human Trafficking Task Force, Columbia, MO – August 24, 2012*
- "Human Trafficking 101" – *Colorado Organization for Victim Assistance – Alamosa, Cortez, Longmont, Wray, CO – August-September 2012*
- "Human Trafficking Identification for Probation Officers" – *Denver County Probation, Denver CO – Aug 2012*
- "Enhancing Identification & Advocacy: Utilizing the Intersections of Domestic Violence & Human Trafficking to Respond to Trafficking Victims" - *National Coalition Against Domestic Violence Annual Conference, Denver, CO – July 23-25, 2012*
- "Intersections of Domestic Violence & Human Trafficking" - *Colorado Advocacy in Action Annual Conference 2012 (CCADV & CCASA), Vail, CO – June 12, 2012*
- "Intimate Partner & Familial Trafficking" - *Colorado Coalition Against Sexual Assault (CCASA), Denver, CO – April 19, 2012 Webinar*

2011:

- "Youth Exploited: An In-depth look at Human Trafficking in the U.S." *National Runaway Homeless Youth Conference, Portland, OR – Polaris Project, November 2011*
- "Human Trafficking in the U.S. and Intersections with Domestic & Sexual Violence" *Kansas Coalition Against Sexual & Domestic Violence, Manhattan, KS – Polaris Project, October 2011*
- "Human Trafficking in a Reproductive Health Setting: Best Practices for Screening & Responding" *Title X Clinics, Region VI – Polaris Project, September 2011 Webinar*
- "Building a Response to Human Trafficking: National Trends & Tools for the Field" *Texas Abolitionist Workshop, Houston, TX – Polaris Project, September 2011*
- "Human Trafficking, Technology and Intersections with Domestic and Sexual Violence" *National Network to End Domestic Violence (NNEDV) Safety Net Project Train the Trainer, Washington, DC – Polaris Project August 2011*
- "Human Trafficking 101", "Human Trafficking 201", "National Human Trafficking Resource Center" *CNMI Human Trafficking Regional Conference hosted by the FBI, Saipan – Polaris Project May 2011*
- "Youth Exploited: An In-Depth look at Domestic Minor Sex Trafficking" *RHYTTAC Workshops, Houston, TX & Sacramento, CA – Polaris Project 2011*
- "Intersections of Domestic Violence and Human Trafficking: Developing a Lens for Intimate Partner/Familial Trafficking" *Tennessee Coalition to End Domestic & Sexual Violence Annual Conference, Nashville, TN – Polaris Project March 2011*

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- “Victim Identification and Advocacy: Working with Trafficking Victims in Domestic and Sexual Violence Programs” *Tennessee Coalition to End Domestic & Sexual Violence Annual Conference, Nashville, TN – Polaris Project March 2011*
- “Victim Identification & Advocacy: Working with Human Trafficking Victims in Sexual Assault Programs” *Human Trafficking Summit: Florida Council Against Sexual Violence, Orlando, FL – Polaris Project February 2011*

2010:

- “National Human Trafficking Resource Center – Centro de Recursos contra la Trata Humana” *presentations through the Department of State Trafficking in Persons Department via teleconference for partners in Nicaragua and Venezuela 2010-2011*
- “Intersections between Human Trafficking & Runaway Homeless Youth” *National Runaway Homeless Youth Conference, Orlando, FL – Polaris Project, November 2010*
- “Modern-Day Slavery In America: Recognizing & Responding to Human Trafficking in our Communities” *Broward Human Trafficking Coalition, Florida – Polaris Project, November 2010 Webinar*
- “Modern-Day Slavery In America and What You can do to Stop It” *University of North Carolina – Polaris Project, April 2010.*

PUBLISHED WORKS:

PUBLISHED JOURNAL OR NEWS ARTICLES

- Lance , Diane, and Becky Bullard. “Judge Moreland's Comments on Women Are Inappropriate.” *The Tennessean*. 21 Mar. 2017, www.tennessean.com/story/opinion/2017/03/21/judge-morelands-comments-women-inappropriate/99177550/.
- “No Wrong Door for Victims of Domestic Violence in Denver.” Ed. Steve Siegel and Margaret Abrams. *Domestic Violence Report*. 18.4 (April/May 2013) 53-54.
- “Intimate Partner and Intrafamilial Exploitation: How the Intersections of Domestic Violence and Human Trafficking can profoundly affect our Work.” *The Voice: A Journal of the Battered Women's Movement*. National Coalition Against Domestic Violence. (Fall 2011) 42-45.
- Comment published, *Federal Strategic Action Plan on Services for Victims of Human Trafficking in the United States 2013-2017*. p.34, quoted Denver Anti-Trafficking Alliance, Denver District Attorney's Office.

PUBLISHED BLOG ARTICLES:

- “A Call to Action: Why sexual and domestic violence organizations are crucial to the anti-trafficking movement.” *CCASA Blog*. Colorado Coalition Against Sexual Assault (CCASA), 14 May 2015. <http://www.ccasa.org/a-call-to-action/>.
- “Take off the Cape: Why Using the Word “rescue” Is Harmful to Anti-trafficking Efforts.” *CCASA Blog*. Colorado Coalition Against Sexual Assault (CCASA), 24 July 2014. <http://www.ccasa.org/take-off-the-cape/>.
- “Where we’ve been and How We can move forward in the Fight against Human Trafficking.” *CCASA Blog*.

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Colorado Coalition Against Sexual Assault (CCASA), 10 January 2014. <http://www.ccasa.org/where-weve-been-and-how-we-can-move-forward-in-the-fight-against-human-trafficking/>.

- "Losing my Self-care: a Dedication to my Girls." *CCASA Blog*. Colorado Coalition Against Sexual Assault (CCASA), 2 August 2013. <http://www.ccasa.org/losing-my-self-care-a-dedication-to-my-girls/>.
- "Baby, It's Cold Outside." *CCASA Blog*. Colorado Coalition Against Sexual Assault (CCASA), 19 December 2012. <http://www.ccasa.org/baby-its-cold-outside/>.
- "Intimate Partner and Familial Human Trafficking: When Domestic Violence and Human Trafficking Collide." *CCASA Blog*. Colorado Coalition Against Sexual Assault (CCASA), 11 October 2012. <http://www.ccasa.org/intimate-partner-and-familial-human-trafficking-when-domestic-violence-and-human-trafficking-collide/>.

PUBLISHED EDUCATIONAL MATERIALS & CURRICULA:*

- "Human Trafficking Power and Control Wheel," *Polaris*, 2011.
- "Safety Planning & Prevention Guide for Human Trafficking," *Polaris*, 2011.
- "Comprehensive Human Trafficking Assessment," *Polaris*, 2011.
- "Online Training: Intersections of Domestic Violence and Human Trafficking," *Polaris*, 2011.
- "DATA Juvenile Human Trafficking Screening Checklist and Guide," *Denver Anti-Trafficking Alliance (DATA)*, 2014.

**Ms. Bullard was the principal author of the materials listed above; however, each item listed is the property of the organization indicated.*

Education

Belmont University

Nashville, TN

Bachelor of Social Work

University of Denver

Denver, CO

Master of Social Work

Licensure

Licensed Master Social Worker

April 2014

Professional Experience

- Metro Nashville Office of Family Safety

Training and Outreach Coordinator

Nashville, TN

Jan. 2019—present

 - Facilitate trainings for Metro government employees, non-profit employees, and other community groups on topics related to interpersonal violence.
 - Develop curricula and training calendar for Family Safety Center partner agencies.
 - Lead an inter-agency committee of trainers to coordinate and standardize training efforts city-wide.
 - Design and create informative and engaging outreach materials for public distribution and manage agency social media pages, including content development.
 - Represent Metro Office of Family Safety at local events, providing outreach and awareness to community members about the Family Safety Center and related programming.
 - Serve as staff liaison to survivor VOICES group, managing group recruitment, communication, strategic planning and outreach efforts.
- Emerging Projects Coordinator

Oct. 2017—Jan. 2019

 - Coordinated partnerships between non-profit and government agencies related to the planning and development of Metro’s Family Safety Center.
 - Collaborated on city-wide strangulation and sexual assault response initiatives to expand and enhance medical responses to victims.
 - Managed 8 Family Safety Center planning workgroups and survivor focus groups.
- Martha O’Bryan Center

Therapeutic Care Coordinator

Nashville, TN

March 2016—Sept. 2017

 - Provided short-term counseling, case management, support groups, resources and referrals, and advocacy services to clients within a public housing community experiencing domestic violence.
 - Responsible for special projects such as the development and presentation of domestic violence training programs to community partners and agency staff.
 - Served as non-profit partner advocate at Jean Crowe Advocacy Center, assisting clients in obtaining orders of protection and navigating the court system, as well as securing needed community resources and legal assistance.
 - Managed interagency partnerships and lead coalition-building efforts related to the launch of the Handle with Care program in Nashville.

Belmont University

Nashville, TN

Adjunct Professor of Social Work

May 2015-May 2017

- Developed and adapted curriculum for undergraduate social work students
- Created lesson plans, activities and assignments related to current issues and perspectives in social work.
- Mentored and advised students and provide feedback on assignments to foster academic and personal growth.

YWCA of Nashville and Middle Tennessee

Nashville, TN

Senior Case Manager

July 2014-March 2016

- Provided clinical case management, including safety planning and crisis intervention, to families residing in the YWCA's domestic violence shelter and transitional housing program.
- Connected clients with appropriate community resources and referrals, and aid with benefits acquisition.
- Facilitated educational and therapeutic groups for shelter residents as well as clients being served in the Jean Crowe Advocacy Center at the Davidson County courthouse.
- Served on shelter leadership team, developing and reviewing agency policies and adapting service models to changing client needs.
- Managed and track grant funds designated for client financial assistance.
- Provided training on issues of trauma and domestic violence to staff and community partners.
- Provided field instruction and supervision to social work interns.

Warren Village First Step

Denver, CO

Family Advocate/Assistant Program Manager

Sept. 2011-May 2014

- Provided clinical case management, including crisis intervention, to women in transitional housing to help them set and meet self-sufficiency goals for their families.
- Completed assessment interviews for program applicants and determined suitability for program involvement.
- Developed and conducted life skills classes and therapeutic groups for residents, and coordinated and scheduled life skills class curriculum and calendars.
- Provided field instruction and task supervision to Masters level social work interns.

Additional Skills, Certifications and Affiliations:

- Board Member: Nashville Coalition Against Domestic Violence
- Advanced Course in Strangulation Prevention: San Diego, CA 2018
- Building Strong Brains: Tennessee ACEs Initiative Trainer
- National Coalition Building Institute Certified "Welcoming Diversity" Trainer
- CPI Nonviolent Crisis Intervention Certified
- Proficient in Microsoft Office Suite, Google suite, Zoom, WebEx and related software

MEGAN LOPEZ

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EDUCATION

London School of Economics and Political Science
MSc in Gender, Development, and Globalization

London, England

Graduated December 2017 with Merit Honors

Middle Tennessee State University
BSc in International Relations

Murfreesboro, TN, USA

Graduated December 2011, 3.5 GPA *cum laude*

WORK EXPERIENCE

Metro. Government of Nashville, Office of Family Safety
Nashville, TN, USA

September 2014 – Present

➤ **High Risk Programs Coordinator, Family Safety Center (FSC), January 2019 – Present**

- Coordinate the work of Nashville's multidisciplinary teams working to respond to the highest risk indicators of lethality in domestic violence cases: Firearms Disposition Taskforce, Sexual Assault Response Systems Taskforce, Strangulation Response Committee, and the High Risk Intervention Panel
- Supervise all college-level interns within the High Risk team on client work and research projects
- Develop system for daily screening of all Order of Protection respondents and criminal defendants for any history of strangulation or firearms for use by MNPd detectives, Assistant District Attorneys, victim advocates, probation officers, and US Attorneys General.
- Implement and participate in Hispanic Outreach Committee; Diversity, Equity, and Inclusion Training team; and department-wide book club
- Create regular qualitative reports for Leadership Team and the Mayor's Executive Committee on department-wide work
- Create marketing and educational materials for partners and clients such as the High Risk Indicators video, Strangulation Education video, Strangulation Response packet for medical service providers, and pocket cards for police

➤ **Resource Coordinator, Jean Crowe Advocacy Center (JCAC), September 2017 – December 2018**

- Recruit, screen, hire, train, evaluate, and terminate all interns and volunteers
- Recruit all donations for department including canned food, baked goods, gift cards, books, toys, and other client needs
- Represent the Office of Family Safety at community events
- Introduced first doctoral-level and Nursing program interns
- Supervise entire staff, interns, and JCAC clients in absence of Director and Assistant Director

➤ **Victim Advocate, Jean Crowe Advocacy Center (JCAC), September 2014 – May 2016**

- Provide victims of domestic and sexual violence with judicial navigation, safety planning, lethality assessment, referral services, domestic violence education, follow-up services, court preparation and support, and advocacy in Spanish (if needed)
- Translate departmental and client documents from English to Spanish
- Lead advocate responsible for the collection of all client service data used to measure outcomes for grant reporting and presentation to the Mayor's Executive Committee
- Accrued over 250+ hours of training on: domestic and sexual violence, trauma and the brain, trauma-informed care, victim and offender behavior, sex trafficking, child sex abuse prevention and reporting, strangulation, criminal injury compensation, and responding to domestic and sexual violence within marginalized communities

AVAZA Language Services
Nashville, TN, USA

January 2012 – September 2014

➤ **On-Site Interpretation Manager**

- Coordinate on-site interpretation services for all clients for various types of appointments such as medical appointments, public benefits, and parent-teacher conferences

➤ **Human Resources Manager**

- Recruit, screen, hire, train, evaluate, and terminate all in-house and freelance interpreting staff

➤ **Interpreter**

- Provide on-site and over-the-phone interpretation for Spanish-speaking clients during medical appointments, public benefits interviews, court hearings, and parent-teacher conferences

LANGUAGES

ENGLISH: *Native*

SPANISH: *Native*

TRAVELS

Honduras, Panama, Guatemala, El Salvador, Puerto Rico, Bahamas, St. Thomas, St. Maarten, Canada, Germany, France, Austria, Italy, England, Czech Republic, Wales, Norway, Netherlands, Japan

Breanna Miller, MPH, MSW

Education:

Masters of Social Work [Clinical Practice] University of Georgia School of Social Work, Athens Ga	May 2016
Masters of Public Health [Health Promotion and Behavior] University of Georgia College of Public Health, Athens, Ga	May 2016
Bachelor of Science in Education [Health and Physical Education] Valdosta State University, Valdosta, Ga	May 2011
Certificate in Nonprofit Management Institute for Nonprofit Management at University of Georgia, Athens, Ga	May 2016

Work Experience:

Inmate and Trafficking Coordinator <i>Metro Davidson Office of Family Safety</i> <ul style="list-style-type: none"> • Manage and implement BJA grant • Supervise case manager • Establish and maintain effective partnerships to increase access to services for victims • Conduct and evaluate a weekly psychoeducational domestic and sexual violence class to incarcerated females • Create and disseminate human trafficking trainings for multiple community partner agencies • Serve on multiple organizational and community human trafficking committees 	September 2018-Current
Inmate and Trafficking Specialist <i>Metro Davidson Office of Family Safety</i> <ul style="list-style-type: none"> • Provide trauma informed expertise for victims of human trafficking • Coordinate multi-disciplinary responses to human trafficking • Establish and maintain effective partnerships to increase access to services for victims • Design, conduct and evaluate a weekly psychoeducational domestic and sexual violence class to incarcerated females • Collaborate with and evaluate community agencies for trauma informed services 	October 2017-September 2018
Clinical Counselor <i>Children's Home Society</i> <ul style="list-style-type: none"> • Provide Trauma Focused-Cognitive Behavioral Therapy, Motivational Interviewing, and Solution Focused Therapy to clients • Complete biopsychosocials and clinical treatment plans for clients • Develop clinical criteria for Community School • Program recruitment and community outreach • Mentor clinical students/volunteers • Serve on multiple organizational and community mental health committees 	July 2016-August 2017
Whole Person Care Social Worker <i>Mercy Health Center</i> <ul style="list-style-type: none"> ▪ Complete needs assessments ▪ Manage professional counseling volunteers 	August 2015-July 2016

- Identify and alleviate barriers to medical treatment
- Patient advocacy on a Hepatitis C Multi-Disciplinary Team
- Coordinate, schedule, and manage a medical legal clinic in partnership with the UGA Law School

Graduate Research Assistant & Education Specialist

May 2014- July 2016

Traffic Safety Research and Evaluation Group

- Manage and interpret data
- Design, plan, coordinate and present research
- Evaluate and score state-level grants
- Analyze quantitative statistical data

School Social Worker

January 2014- May 2014

Jackson County School System

- Coordinate and design psychoeducational group
- Advocate and administer services for homeless children in the school system
- Maintain case manager role and home visits for approximately 25 students
- Investigate and represent truant students in the Jackson County court system
- Collaborate with community officials and organizations

Honors and Awards:

- **Innovative Domestic Violence Program**
 - Nashville Coalition Against Domestic Violence
- **Excellence in Research**
 - University of Georgia, College of Public Health
- **Honors Society Recipient**
 - University of Georgia
- **HOPE Scholarship**
 - Valdosta State University

Professional Certifications, Affiliations and Skills:

- **Nashville Coalition Against Domestic Violence**
 - President: Current
 - Secretary: 2018-2020
- **Substance Abuse and Mental Health Services Administration**
 - Criminal Justice Trauma Specialist
- **National Council for Behavioral Health**
 - Mental Health First Aid Provider
- **Georgia Department of Public Health**
 - Eligibility Specialist
- **Collaborative Institutional Training Initiative (CITI)**
 - *Concentration:* Human Subjects, Social Sciences
- **National Coalition Building Institute**
 - Group Facilitator
- **Trauma Focused- Cognitive Behavioral Therapy**
- **Professional Standards Commission through Georgia Assessments for the Certification of Educators (GACE)**
 - *Concentration:* Health and Physical Education K-12



Interagency Memorandum of Understanding

WHEREAS, the **Metropolitan Government of Nashville Davidson County's Office of Family Safety (OFS)** and the **District Attorney General of Nashville-Davidson County (DA's Office)**, **Metropolitan Government of Nashville Police Department (MNPd)**, **The Metro Public Health Department (MPHD)**, the **Mary Parish Center (MPC)**, the **Sexual Assault Center (SAC)**, and the **YWCA Nashville & Middle Tennessee** have come together to collaborate and to make an application for the **OVW Fiscal Year 2021 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant**; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which the **Metropolitan Government of Nashville Davidson County's Office of Family Safety (OFS)** will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Office on Violence Against Women on or before **March 29, 2021**.

Description of Partner Agencies

DA's Office

The District Attorney General for the 20th Judicial District is responsible for the prosecution of all alleged violations of state criminal laws that occur within Metropolitan Nashville-Davidson County.

MNPd

The mission of the Metropolitan Nashville Police Department (MNPd) is to provide community-based police products to the public so they can experience a safe and peaceful environment.

MPHD

The mission of the Metro Public Health Department is to protect, improve, and sustain the health and well-being of all people in Metropolitan Nashville.

MPC

The Mary Parish Center provides survivors of interpersonal violence & their children safe, accessible, & compassionate housing with individualized care that promotes healing, autonomy, and hope.

SAC

The mission of the Sexual Assault Center is to provide healing for children, adults, and families affected by sexual assault and to end sexual violence through counseling, education, and advocacy.

YWCA

The YWCA Nashville & Middle Tennessee is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all.

History of Relationship

Metro's Office of Family Safety is a Department within the Nashville-Davidson County government. This Department was established in 2015 at the conclusion of the Mayor's Office's Safety & Accountability Audit. The mission of the Metropolitan Nashville-Davidson County Office of Family Safety is to increase victim safety and offender accountability by providing vital crisis intervention services to victims of interpersonal violence while maintaining the emotional wellness of service providers. This Mission is accomplished in our court and community-based Family Safety Centers through client advocacy, training, outreach, and multi-disciplinary teams and Family Safety Center collaboration. OFS' many long-term MOU partners support OFS' work in the following ways:

- 1) Help further the recommendations of Metro's 2013 Domestic Violence Safety and Accountability Assessment.
- 2) Work collaboratively with the Office of Family Safety under the Family Safety Centers' coordinated response to interpersonal violence model.
- 3) Support the high-risk intervention and training initiatives of the Office of Family Safety, including the work of the OFS training and outreach committees and affinity groups.
- 4) Works cooperatively with the Office of Family Safety and its Family Safety Centers partners, including those listed in this MOU.
- 5) Assist with resource development efforts such as providing needed grant and interpersonal violence outcome data, not including confidential and non-public record information.
- 6) Support OFS resource development efforts, absent a conflict/disagreement.

Additionally:

DA's Office

- Participates in the High-Risk Intervention Panel's weekly calls and monthly meetings facilitated by OFS.
- Participates in case review on the monthly Domestic Abuse Death Review Team (DADRT) facilitated by OFS.
- Participates in quarterly taskforce meetings facilitated by the OFS, including the Sexual Assault Response Systems Taskforce, the Strangulation Response Committee, and the Antitrafficking Collaborative of Davidson County.
- Participates in Domestic Violence & Firearms Dispossession Taskforce meetings that occur on a bi-annual basis facilitated by the OFS.
- Receives OFS's daily firearms and strangulation flagging data on offenders from OFS.
- Prioritizes victims designated as high-risk by OFS.

MNPD

- Administers the LAP for all intimate partner violence police reports.
- Participates in the High-Risk Intervention Panel's weekly calls and monthly meetings facilitated by OFS.
- Participates in case review on the monthly Domestic Abuse Death Review Team (DADRT) facilitated by OFS.
- Participates in quarterly taskforce meetings facilitated by OFS, including the Sexual Assault Response Systems Taskforce, the Strangulation Response Committee, and the Antitrafficking Collaborative of Nashville-Davidson County.
- Participates in Domestic Violence & Firearms Dispossession Taskforce meetings that occur on a bi-annual basis facilitated by OFS.
- Receives OFS' daily firearms and strangulation flagging data on offenders from OFS.
- Prioritizes victims designated as high-risk by OFS.

MPHD

- Participates in case review on the monthly Domestic Abuse Death Review Team (DADRT) facilitated by OFS.
- Participates in quarterly taskforce meetings facilitated by the Metro Office of Family Safety including the Sexual Assault Response Systems Taskforce and the Strangulation Response Committee.
- Participates in ICJR funded training efforts as part of their in-service training and Metro's Domestic Violence in the Workplace Training requirements.

MPC

- Provides short term counseling to OFS case management clients.
- Has drop-in staff onsite at OFS's Family Safety Center and receives OFS referrals.
- Participates in the High-Risk Intervention Panel's weekly calls and monthly meetings facilitated by OFS.
- Participates in case review on the monthly Domestic Abuse Death Review Team (DADRT) facilitated by OFS.
- Utilizes Metro government funds awarded by OFS in a manner that supports the work, mission and collaborative of the city's two Family Justice Centers

SAC

- Provides short term counseling to OFS case management clients.
- Has drop-in staff onsite at OFS's Family Safety Center and receives OFS referrals.
- Participates in the coordination and planning of quarterly Sexual Assault Response Systems Taskforce meetings facilitated by the OFS and coordinates the Sexual Assault Response Team (SART) meetings at OFS's Family Safety Center.
- Utilizes Metro government funds awarded through OFS in a manner that supports the work, mission and collaborative of the city's two Family Justice Centers.

YWCA

- Responds to hotline calls initiated in response to the LAP.
- Responds to referrals from OFS's Family Safety Centers.
- Participates in the High-Risk Intervention Panel's weekly calls and monthly meetings facilitated by OFS.
- Participates in case review on the monthly Domestic Abuse Death Review Team (DADRT) facilitated by OFS.
- Utilizes Metro government funds awarded through OFS in a manner that supports the work, mission and collaborative of the city's two Family Justice Centers.

Development of Application

As stated in the Family Safety Center's partnership MOUs, the aforementioned partners collaborate with the Metro Office of Family Safety in resource development efforts including but not limited to:

- 1) Providing needed grant and interpersonal violence outcome data – not including confidential and non-public record information.
- 2) Supporting high risk multidisciplinary team and training efforts currently funded under ICJR.
- 3) Supporting training efforts currently funded under ICJR.
- 4) Designating specific leadership to attend, prepare, and participate in meetings of the High Risk Intervention Panel, Domestic Abuse Death Review Team, Sexual Assault Response Systems Taskforce, DV & Firearms Task Force, Strangulation Response Committee, and Antitrafficking Collaborative of Davidson County, including preparing statistics, case review summaries, and

educational presentations to support the work of OFS to improve victim safety and offender accountability.

Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- 1) The **Metropolitan Government of Nashville-Davidson County's Office of Family Safety** will provide support to victims of domestic violence, dating violence, sexual assault, and stalking by:
 - providing direct client services and high-risk case management at both OFS Family Safety Centers to clients referred by OFS advocates, partners, MDTs, and the courts.
 - coordinating multidisciplinary teams and manage those teams' case review and/or project work, including the High-Risk Intervention Panel, Domestic Abuse Death Review Team, Sexual Assault Response Systems Taskforce, DV & Firearms Task Force, Strangulation Response Committee, and Antitrafficking Collaborative of Davidson County.
 - providing enhanced training on high risk and vulnerable populations through both a basic and advanced interpersonal violence training institute available to local and statewide attendees, providing specialized training for law enforcement on interpersonal violence, and providing domestic violence in the workplace training for all Metro employees.
 - providing technical assistance and training statewide on all high-risk programs.
- 2) The **District Attorney General of Nashville-Davidson County (DA's Office)** will support to victims of domestic violence, dating violence, sexual assault, and stalking by:
 - utilizing OFS's court and community-based Family Safety Centers to meet with and refer victims for services and high-risk case management.
 - participating on all relevant OFS multidisciplinary teams (MDTs).
 - participating in the implementation of protocols developed by MDTs as applicable.
 - reviewing high-risk cases flagged for firearms and strangulation by OFS for the purpose of prioritization and offender accountability determinations
 - participating in and attending OFS training and outreach efforts as appropriate within their areas of expertise.
 - participating in OVW approved national training opportunities as funding allows.
- 3) The **Metropolitan Nashville Police Department** will support to victims of domestic violence, dating violence, sexual assault, and stalking by:
 - utilizing OFS's Family Safety Centers to refer victims for services and high-risk case management when appropriate.
 - participating on all relevant OFS multidisciplinary teams (MDTs).
 - participating in the implementation of protocols developed by MDTs as applicable.
 - reviewing high-risk cases flagged for firearms and strangulation by OFS for the purpose of prioritization and offender accountability determinations.
 - participating in and attending OFS training and outreach efforts as appropriate with their areas of expertise.
 - participating in annual LAP training at roll calls.
 - participating in OVW approved national training opportunities as funding allows.
 - participating in OFS interpersonal violence training offered to newly assigned interpersonal crimes detectives, patrol, and recruits.

- 4) The **Metro Public Health Department** will support victims of domestic violence, dating violence, sexual assault, and stalking by:
 - developing recommendations along with OFS and partner agencies for "Interpersonal Violence Ready" medical facilities for Nashville-Davidson County medical providers (including clinics, hospitals, and private care facilities).
 - participating on all relevant OFS multidisciplinary teams (MDTs).
 - participating in the implementation of protocols developed by MDTs as applicable.
 - participating in and attending OFS training and outreach efforts as appropriate with their expertise areas.
 - participating in OVW approved national training opportunities as funding allows.

- 5) The **Mary Parrish Center** will support victims of domestic violence, dating violence, sexual assault, and stalking by:
 - provide short term counseling to OFS high risk case management clients who have experienced domestic violence, dating violence, sexual assault, and stalking when appropriate.
 - utilizing OFS's Family Safety Centers to refer victims for services and high-risk case management when appropriate.
 - participating on all relevant OFS multidisciplinary teams (MDTs).
 - participating in the implementation of protocols developed by MDTs as applicable.
 - participating in and attending OFS training and outreach efforts as appropriate with their expertise areas.
 - participating in OVW approved national training opportunities as funding allows.

- 6) The **SAC of Middle Tennessee** will support victims of domestic violence, dating violence, sexual assault, and stalking by:
 - providing short term counseling to OFS high risk case management clients who have experienced sexual assault when appropriate.
 - utilizing OFS's Family Safety Centers to refer victims for services and high-risk case management when appropriate.
 - participating on all relevant OFS multidisciplinary teams (MDTs).
 - participating in the implementation of protocols developed by MDTs as applicable.
 - participating in and attending OFS training and outreach efforts as appropriate with their expertise areas.
 - participating in OVW approved national training opportunities as funding allows.

- 7) The **YWCA of Middle Tennessee** will support victims of domestic violence, dating violence, sexual assault, and stalking by:
 - providing emergency hotline support to high risk intimate partner violence victims through the LAP
 - utilizing OFS's Family Safety Centers to refer victims for services and high-risk case management when appropriate.
 - participating on all relevant OFS multidisciplinary teams (MDTs).
 - participating in the implementation of protocols developed by MDTs as applicable.
 - participating in and attending OFS training and outreach efforts as appropriate with their expertise areas.
 - participating in OVW approved national training opportunities as funding allows.

Timeline

The roles and responsibilities described above are contingent on the Metropolitan Government of Nashville-Davidson County receiving funds requested for the project described in the OVW grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be **10/01/2021 through 09/30/2024**.

Commitment to Partnership

The collaboration service area includes Metropolitan Nashville-Davidson County and the State of Tennessee.

The partners agree to collaborate and provide direct client services, multidisciplinary team participation and protocol development, and training participation for victims of domestic violence, sexual assault, stalking, and dating violence pursuant to the program narrative of the grant application attached to this agreement.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By 

Diane Lance, Department Head, Metro Office of Family Safety

Date 2/23/2021

By 

Glenn R. Funk, District Attorney General, Office of the Nashville District Attorney

Date 2/22/21

By _____

Chief John Drake, Metro Nashville Police Department

Date _____

By _____

Dr. Gill Wright, Interim Chief Medical Director, Metro Health Department

Date _____

By _____

Mary Katherine Rand, CEO, Mary Parrish Center

Date _____

By _____

Rachel Freeman, CEO, Sexual Assault Center

Date _____

By _____

Sharon Roberson, CEO, YWCA Nashville & Middle Tennessee

Date _____

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By 

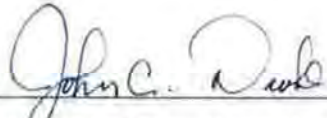
Diane Lance, Department Head, Metro Office of Family Safety

Date 2/23/2021

By _____

Glenn Funk, District Attorney General, Office of the Nashville District Attorney

Date _____

By 

Chief John Drake, Metro Nashville Police Department

Date 2-19-2021

By _____

Dr. Gill Wright, Interim Chief Medical Director, Metro Health Department

Date _____

By _____

Mary Katherine Rand, CEO, Mary Parrish Center

Date _____

By _____

Rachel Freeman, CEO, Sexual Assault Center

Date _____

By _____

Sharon Roberson, CEO, YWCA Nashville & Middle Tennessee

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Diane Lance, Department Head, Metro Office of Family Safety

Date 2/23/2021

By _____

Glenn Funk, District Attorney General, Office of the Nashville District Attorney

Date _____

By _____

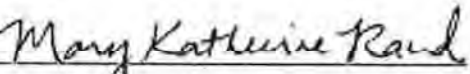
Chief John Drake, Metro Nashville Police Department

Date _____

By _____

Dr. Gill Wright, Interim Chief Medical Director, Metro Health Department

Date _____

By 

Mary Katherine Rand, CEO, Mary Parrish Center

Date 2/22/2021

By _____

Rachel Freeman, CEO, Sexual Assault Center

Date _____

By _____

Sharon Roberson, CEO, YWCA Nashville & Middle Tennessee

Date _____

Timeline

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By 

Diane Lance, Department Head, Metro Office of Family Safety

Date 2/23/2021

By _____

Glenn Funk, District Attorney General, Office of the Nashville District Attorney

Date _____

By _____

Chief John Drake, Metro Nashville Police Department

Date _____

By _____

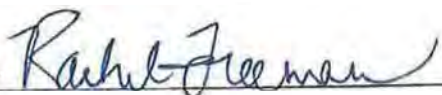
Dr. Gill Wright, Interim Chief Medical Director, Metro Health Department

Date _____

By _____

Mary Katherine Rand, CEO, Mary Parrish Center

Date _____

By 

Rachel Freeman, CEO, Sexual Assault Center

Date 2/22/2021

By _____

Sharon Roberson, CEO, YWCA Nashville & Middle Tennessee

Date _____

Timeline

The roles and responsibilities described above are contingent on the Metropolitan Government of Nashville-Davidson County receiving funds requested for the project described in the OVW grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be **10/01/2021 through 09/30/2024**.

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The collaboration service area includes Metropolitan Nashville-Davidson County and the State of Tennessee.

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We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By 

Diane Lance, Department Head, Metro Office of Family Glenn Funk, District Attorney General, Office of the Safety

Date 2/23/2021

By _____

Nashville District Attorney

Date _____

By _____

Chief John Drake, Metro Nashville Police Department

Date _____

By _____

Dr. Gill Wright, Interim Chief Medical Director, Metro Health Department

Date _____

By _____

Mary Katherine Rand, CEO, Mary Parrish Center

Date _____

By _____

Rachel Freeman, CEO, Sexual Assault Center

Date _____

By 

Sharon K. Roberson, President & CEO, YWCA Nashville & Middle Tennessee

Date 2/18/2021



February 19, 2021

U.S. Department of Justice
Office on Violence Against Women (OVW)
145 N Street, NE, Suite 10W.121
Washington, D.C. 20530

Dear Office on Violence Against Women:

I am writing this letter in support of the Metro Nashville-Davidson County's Office of Family Safety (OFS) application for Improving Criminal Justice Response (ICJR) funding. This funding will enhance the work of the OFS training program, high risk multi-disciplinary teamwork and case management, and allow OFS to provide the developed resources and trainings to Family Justice Centers and their partners statewide. The continuation and expansion of these programs is critical to the decrease in violence against women throughout the state and the coordination of services for victims of domestic violence, sexual assault, dating violence, and stalking within the two OFS Family Justice Centers – the Family Safety Center & the Jean Crowe Advocacy Center.

The Tennessee Office of Criminal Justice Programs (OCJP) currently provides VOCA funding to OFS for Nashville's two Family Justice Centers (FJC), where advocacy, supportive services, and partner agency referrals are provided to victims of interpersonal violence. In addition, OCJP provides OFS with STOP funding for the Statewide Fatality Review Coordinator, which has successfully launched Fatality Review Teams at four Family Justice Centers across the state.

Tennessee's Family Justice Center initiative, which began in 2013, now has thirteen FJCs established across the state. OFS often assists sister FJCs by providing trainings and technical assistance, including a recent statewide training on strangulation and the use of the lethality assessment protocol (LAP) by law enforcement.

This ICJR funding will better equip OFS to assist the training and technical assistance needs at the many FJCs across the state. If funded, we look forward to having OFS help us to establish more high-risk case review teams in Tennessee, help create county-wide response protocols on complicated issues such as firearm dispossession and strangulation, and help expand training opportunities around high-risk indicators.

The Office of Family Safety has consistently shown a dedication to providing trauma-informed services, multi-disciplinary team coordination, and training curricula to victims of interpersonal violence. OFS is uniquely positioned to provide the needed expansion of high-risk and specialized training, community-based high-risk case management, and high-risk multi-disciplinary team coordination as the lead agency of Nashville's Family Justice Centers.

We look forward to a continued partnership with OFS and hope that the Office of Violence Against Women joins us to enhance services for victims in Nashville, Tennessee.

Sincerely,

Jennifer Brinkman Digitally signed by Jennifer Brinkman
Date: 2021.02.19 08:46:04 -0600

Jennifer Brinkman
Director, Office of Criminal Justice Programs



February 19, 2021

To the Office on Violence Against Women:

I am writing this letter in support of the Metro Nashville-Davidson County's Office of Family Safety's (OFS) application for Improving Criminal Justice Response (ICJR) funding. This funding will enhance the work of OFS's training program, high risk multi-disciplinary teamwork, and high-risk case management while providing the resources and trainings developed to Family Justice Centers and their partners statewide. The continuation and expansion of each of these programs is critical to the decrease in violence against women in the state and coordinated services for victims of domestic violence, sexual assault, dating violence, and stalking within OFS's two Family Safety Centers.

The Association for Guidance, Aid, Placement and Empathy (AGAPE) currently collaborates with the Office of Family Safety to provide court advocates who aid in the writing of orders of protection in coordination with the Jean Crowe Advocacy Center and the Family Safety Center, providing after-hour weekday, weekend, and governmental holiday coverage. As part of the ICJR solicitation, AGAPE looks forward to expanding our high-risk multi-disciplinary teamwork within Davidson County and statewide, community-based case management for high risk clients, and strengthening the knowledge of interpersonal violence and high-risk indicators through continued training opportunities and training partnership with OFS.

The Office of Family Safety has consistently shown a dedication to providing trauma-informed services, multi-disciplinary team coordination, and training curricula to victims of interpersonal violence. OFS is uniquely positioned to provide the needed expansion of high-risk and specialized training, community-based high-risk case management, and high-risk multi-disciplinary team coordination as the lead agency of Nashville's two Family Justice Centers – the Family Safety Center & the Jean Crowe Advocacy Center. Additionally, OFS is a government department specifically tasked by the city to address interpersonal violence and ensure the city's comprehensive response. OFS is also tasked by the Tennessee Office of Criminal Justice Programs (OCJP) to expand Nashville's high-risk work and share training expertise to Family Justice Centers statewide.

We look forward to a continued partnership with OFS and hope that the Office of Violence Against Women joins us to enhance services and responses for victims of domestic violence, sexual assault, dating violence and stalking in Nashville, TN.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chandler Means".

Chandler Means
Executive Director



FiftyForward supports, champions and enhances life for those 50 and older.

174 Rains Avenue
Nashville, TN 37203
(615) 743-3400 Phone
(615) 743-3480 Fax
FiftyForward.org

CONNECT WITH US



Forward Focus
(quarterly publication)

FiftyForward Locations

Davidson County

Bordeaux
Doneison Station
Knowles
Madison Station
J. L. Turner Center

Williamson County

College Grove
Martin Center

FiftyForward

Volunteer Programs

Retired Senior Volunteer Program (RSVP)
Foster Grandparent Program

FiftyForward

Supportive Care Services

Adult Day Services
Care Team
Conservatorship
FiftyForward Fresh/Meals on Wheels
Living at Home Care Management
Victory Over Crime
All of Us Research Program

February 17, 2021

To the Office on Violence Against Women:

I am writing this letter in support of the Metro Nashville-Davidson County's Office of Family Safety's (OFS) application for Improving Criminal Justice Response (ICJR) funding. This funding will enhance the work of OFS's training program, high risk multi-disciplinary teamwork, and high-risk case management while providing the resources and trainings developed to Family Justice Centers and their partners statewide. The continuation and expansion of each of these programs is critical to the decrease in violence against women in the state and coordinated services for victims of domestic violence, sexual assault, dating violence, and stalking within OFS's two Family Safety Centers.

FiftyForward currently collaborates with the Office of Family Safety through their High Risk Intervention Panel, Training and Outreach Committee, Language Access Collaborative, AgeWell of Middle TN's Elder Watch Committee, and the Vulnerable Adult Protective Investigative Team. As part of the ICJR solicitation, FiftyForward looks forward to expanding our high-risk multi-disciplinary teamwork within Davidson County and statewide, community-based case management for high risk clients, and strengthening the knowledge of interpersonal violence and high-risk indicators through continued training opportunities and training partnership with OFS.

The Office of Family Safety has consistently shown a dedication to providing trauma-informed services, multi-disciplinary team coordination, and training curricula to victims of interpersonal violence. OFS is uniquely positioned to provide the needed expansion of high-risk and specialized training, community-based high-risk case management, and high-risk multi-disciplinary team coordination as the lead agency of Nashville's two Family Justice Centers - the Family Safety Center & the Jean Crowe Advocacy Center. Additionally, OFS is a government department specifically tasked by the city to address interpersonal violence and ensure the city's comprehensive response. OFS is also tasked by the Tennessee Office of Criminal Justice Programs (OCJP) to expand Nashville's high-risk work and share training expertise to Family Justice Centers statewide.



FiftyForward supports, champions and enhances life for those 50 and older.

We look forward to a continued partnership with OFS and hope that the Office of Violence Against Women joins us to enhance services and responses for victims of domestic violence, sexual assault, dating violence and stalking in Nashville, TN.

Sincerely,

A handwritten signature in dark ink that reads "Ashley Hunter, LMSW". The signature is fluid and cursive.

Ashley Hunter, LMSW

Victory Over Crime Program Director

FiftyForward

174 Rains Ave.

Nashville, TN 37203

Phone 615-743-3417



February 17, 2021

To the Office on Violence Against Women:

I am writing this letter in support of the Metro Nashville-Davidson County's Office of Family Safety's (OFS) application for Improving Criminal Justice Response (ICJR) funding. This funding will enhance the work of OFS's training program, high risk multi-disciplinary teamwork, and high-risk case management while providing the resources and trainings developed to Family Justice Centers and their partners statewide. The continuation and expansion of each of these programs is critical to the decrease in violence against women in the state and coordinated services for victims of domestic violence, sexual assault, dating violence, and stalking within OFS's two Family Safety Centers.

Nashville Children's Alliance currently collaborates with the Office of Family Safety by providing trainings to our partner agencies, working collaboratively in leadership and committee meetings and referring clients to one another as appropriate. As part of the ICJR solicitation, Nashville Children's Alliance looks forward to expanding our high-risk multi-disciplinary teamwork within Davidson County and statewide, community-based case management for high risk clients, and strengthening the knowledge of interpersonal violence and high-risk indicators through continued training opportunities and training partnership with OFS.

The Office of Family Safety has consistently shown a dedication to providing trauma-informed services, multi-disciplinary team coordination, and training curricula to victims of interpersonal violence. OFS is uniquely positioned to provide the needed expansion of high-risk and specialized training, community-based high-risk case management, and high-risk multi-disciplinary team coordination as the lead agency of Nashville's two Family Justice Centers – the Family Safety Center & the Jean Crowe Advocacy Center. Additionally, OFS is a government department specifically tasked by the city to address interpersonal violence and ensure the city's comprehensive response. OFS is also tasked by the Tennessee Office of Criminal Justice Programs (OCJP) to expand Nashville's high-risk work and share training expertise to Family Justice Centers statewide.

We look forward to a continued partnership with OFS and hope that the Office of Violence Against Women joins us to enhance services and responses for victims of domestic violence, sexual assault, dating violence and stalking in Nashville, TN.

Sincerely,

A handwritten signature in black ink that reads "Dawn Harper". The script is cursive and fluid, with the first letters of "Dawn" and "Harper" being capitalized and prominent.

Dawn Harper
CEO
Nashville Children's Alliance



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*Honorary Lifetime Members

EXECUTIVE DIRECTOR

Sue Fort White, Ed.D.

To the Office on Violence Against Women:

I am writing this letter in support of the Metro Nashville-Davidson County's Office of Family Safety's (OFS) application for Improving Criminal Justice Response (ICJR) funding. This funding will enhance the work of OFS's training program, high risk multi-disciplinary teamwork, and high-risk case management while providing the resources and trainings developed to Family Justice Centers and their partners statewide. The continuation and expansion of each of these programs is critical to the decrease in violence against women in the state and coordinated services for victims of domestic violence, sexual assault, dating violence, and stalking within OFS's two Family Safety Centers.

Our Kids currently collaborates with the Office of Family Safety through the Metro Sexual Assault Task Force and the Human Trafficking Task Force. As part of the ICJR solicitation, Our Kids looks forward to expanding our high-risk multi-disciplinary teamwork within Davidson County and statewide, community-based case management for high risk clients, and strengthening the knowledge of interpersonal violence and high-risk indicators through continued training opportunities and training partnership with OFS.

The Office of Family Safety has consistently shown a dedication to providing trauma-informed services, multi-disciplinary team coordination, and training curricula to victims of interpersonal violence. OFS is uniquely positioned to provide the needed expansion of high-risk and specialized training, community-based high-risk case management, and high-risk multi-disciplinary team coordination as the lead agency of Nashville's two Family Justice Centers – the Family Safety Center & the Jean Crowe Advocacy Center. Additionally, OFS is a government department specifically tasked by the city to address interpersonal violence and ensure the city's comprehensive response.

1804 HAYES STREET | NASHVILLE, TN 37203

(615) 341-4911 | FAX (615) 341-4919

www.ourkidscenter.com

Help, hope and healing for children and their families affected by child sexual abuse

OFS is also tasked by the Tennessee Office of Criminal Justice Programs (OCJP) to expand Nashville's high-risk work and share training expertise to Family Justice Centers statewide.

We look forward to a continued partnership with OFS and hope that the Office of Violence Against Women joins us to enhance services and responses for victims of domestic violence, sexual assault, dating violence and stalking in Nashville, TN.

Sincerely,

A handwritten signature in cursive script that reads "Sue Fort White".

Sue Fort White, Ed.D.
Executive Director

U.S. Department of Justice
Office on Violence Against Women



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

John Cooper

Mayor

Typed Name of Authorized Representative

Title

Telephone Number 615-862-6000

Signature of Authorized Representative

Date Signed

Metropolitan Government of Nashville & Davidson County

Agency Name



February 12, 2021

Dear Director:

In response to inquiries regarding the financial management practices of the Applicant Metropolitan Government of Nashville-Davidson County, Tennessee ("Metro"):

Financial Management Questionnaire

1. Will all funds awarded under this program be maintained in a manner that they will be accounted for separately and distinctly from other sources of revenue/funding? Provide a brief description of the applicant's policies and procedures that ensure funds will be tracked appropriately.

Yes. Grants in Metro Government are budgeted and accounted for separately under Special Revenue Funds with a separate Business Unit (Cost Center) for each grant in Metro's general ledger.

2. Does the applicant have written accounting policies and procedures? How often are these policies and procedures updated? Provide a brief list of the topics covered in the applicant's policies and procedures. OVW may request a copy for review during the application/award process or as part of the grant monitoring process.

Yes. Metro has written accounting and financial policies and procedures. These policies and procedures are reviewed quarterly by a Policy Review Steering Committee. Some topics are as follows: 1) Post award; 2) Grants Monitoring; 3) Questioned Costs; 4) Grant drawdowns & reimbursements.

3. Is the applicant's financial management system able to track actual expenditures

and outlays with budgeted amounts for each grant or subgrant? Provide a brief summary of the organization's process for tracking expenditures, including tracking budgeted versus actual amounts.

Yes, same as in #1 above. Grantees can track activities on grants and sub grants on a continuing basis.

4. Does the applicant have procedures in place for minimizing the time between transfer of funds from the United States Treasury and disbursement for project activities? Provide a short summary of the applicant's policy for requesting payments for grant awards.

Yes, policies and procedures are in place that require Metro grant recipients to submit claims for reimbursement as close to the timing that actual expenses are incurred.

5. Does the applicant have effective internal controls in place to ensure that federal funds are used solely for authorized purposes? Provide a brief description of the applicant's internal controls that will provide reasonable assurance that the award funds will be managed properly.

Yes, Metro has strong internal controls in place. The receipts of funds, requisitions and approval of purchases and disbursements, recording of financial transactions and reporting are completely segregated. No one person has complete control of any complete process.

6. Does the applicant have a documented records retention policy? If so, briefly describe the policy and confirm that the policy complies with federal regulations.

Information on Record Retention and Access can be found at 2 C.F.R. §§

Yes, Metro has policies in place to retain records until audited or in compliance with grantor specific requirements.

7. Does the applicant or any of its employees have any potential personal or organizational conflicts of interest related to the possible receipt of OVW award funds? Applicants are required to disclose in writing any potential conflicts of interest to their awarding agency. See 2 C.F.R. § 200.112 and Chapter 3.20, Grant Fraud, Waste and Abuse, of the DOJ Financial Guide for additional information.

Applicant and employees do not have conflicts of interest related to the possible receipt of OVW award funds. If a conflict were to arise, Metro would disclose in writing to the awarding agency. Grant fraud, waste and abuse materials will be posted as required.

8. Is the individual primarily responsible for fiscal and administrative oversight of grant awards familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200)? Provide a short list of the individual's qualifications/experience. If the individual is not familiar with the applicable rules and regulations, the applicant must contact OVW's Grants Financial Management Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 immediately after the applicant is notified of its award to coordinate training.

Yes, Diane Lance is a former prosecutor, OFS's Department Head and was the Mayors Safety & Accountability Audit Chair. She has administered numerous grants awarded to Metro. Diane and her executive leadership team are familiar with applicable grant management rules, principles and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Award. Diane Lance has managed JAG, VOCA, STOP and ICJR grants.

9. Does the applicant have policies and procedures in place to manage subawards and monitor activities of subrecipients as necessary to ensure that subawards are used for authorized purposes, in compliance with laws, regulations, and terms and conditions of the award, and that established subaward performance goals are achieved (2 C.F.R. §§ 200.331-200.333)? Provide a brief description of the organization's policies and procedures on subrecipient management and monitoring.

Yes. In addition to a Metro Grants Department, the Office of Family Safety conducts a minimum of semi-annual monitoring of any sub-recipients as necessary to ensure that sub-awards are used for authorized purposes, in compliance with laws, regulations, and terms and conditions of the award; and that established sub-award performance goals are achieved (2 CFR 200.330-332).

10. Does the applicant currently require employees to maintain time distribution records that accurately reflect the work performed on specific activities or cost objectives in order to support the distribution of employees' salaries among federal awards or other activities (2 C.F.R. § 200.430)? Budget estimates do not qualify as support for charges to federal awards. Provide a brief description of the organization's established

timekeeping policies and procedures.

Employees under this grant will be 100% funded by this grant. No employee under this grant will have time distributed between grants. If this were to change, Metro would require employees to maintain time distribution records that accurately reflect the work performed on specific activities or cost objectives to support the distribution of employees' salaries among awards and activities.

11. Is the applicant designated as high risk by a federal agency outside of DOJ? ("High risk" includes any status under which a federal awarding agency provides additional oversight due to the applicant entity's past performance, or other programmatic or financial concerns with the applicant entity.) If so, provide the names(s) of the federal awarding agency, the date(s) the agency notified the applicant entity of the high risk designation, contact information for the high-risk point of contact at the federal agency, and the reason for the high-risk status, as set out by the federal agency.

The Metro Government of Nashville- Davidson County is not designated as high risk by a referral agency outside of DOJ.

Sincerely,



Diane Lance

Department Head

Metropolitan Government of Nashville-Davidson County

Office of Family Safety



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**

February 5, 2021

Director
Office on Violence Against Women
145 N Street, NE
Suite 10 W.121
Washington, DC 20530

Director:

Metropolitan Government of Nashville-Davidson County certifies that any funds received through the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program will be used to supplement, not supplant, existing non-federal funds that otherwise would be available for activities under the award. The Metropolitan Government of Nashville-Davidson County understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Sincerely,

John Cooper
Mayor

Summary of Current and Pending Non-OVW Federal Grants to Do the Same or Similar Work

Metropolitan Government of Nashville and Davidson County Office of Family Safety						
Current Awards						
Service Area: Davidson County, Tennessee						
Federal Awarding Agency	Award Number	Program	Award End Date	Award Amount	Amount Remaining	Grant-Individual(s), Job Title(s), and Percentages
OVC	2019-V3-GX-K027	LEP	9/30/2021	\$200,000	\$82,971 Total Salary and Fringe \$62,771 Travel \$2,091 Supplies \$16,359 Other \$1,750	Jocelyn Hernandez -- Language Accessibility Coordinator This grant is scheduled to end when the ICJR Grant begins. This grant works on make sure individuals who speak any language have access to our services.
Pending Applications: none						
Service Area:						

Summary of Current and Recent OVW Projects

Metropolitan Government of Nashville and Davidson County, Office of Family Safety

Service Area: Davidson County Tennessee
Size of Service Area: 526
Sq Miles
Size of Target Population:
694,144

Award Number	Award End Date	Program	Award Amount	Amount Remaining	Extension Needed?	Extension Needed: Timeframe	Grant-Individual(s) and Job Title(s)	Justification for Remaining Funds
2015-WE-AX-0020	9/30/2011	ICJR	\$1,451,789	\$334,197 Salary and Fringe - \$266,717 Travel - \$7,969 Supplies - \$1,690 Contracts – \$38,100 Other – \$19,994	no	n/a	Amy Dunning - Training and Outreach Coordinator Breanna Miller – Inmate and Trafficking Coordinator Megan Lopez - High Risk Programs Coordinator	



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

February 5, 2021

Director
Office on Violence Against Women
145 N Street, NE
Suite 10 W.121
Washington, DC 20530

Re: Improving Criminal Justice Responses Program Certification of Eligibility

Dear Director:

As Mayor of the Metropolitan Government of Nashville and Davidson County, Tennessee, I submit this letter to certify the following:

1. The laws and official policies of the Metropolitan Government of Nashville and Davidson County, Tennessee:
 - a. encourage or mandate arrests of domestic violence offenders based on probable cause that an offense has been committed; and
 - b. encourage or mandate arrest of domestic violence offenders who violate the terms of a valid and outstanding protection order;
2. The laws and official policies of the Metropolitan Government of Nashville and Davidson County, Tennessee's laws, policies, or practices and training programs discourage dual arrests of offender and victim;
3. The laws, policies, or practices of the Metropolitan Government of Nashville and Davidson County, Tennessee prohibit issuance of mutual restraining orders of protection except in cases where both parties file a claim and the court makes detailed findings of fact indicating that both parties acted primarily as aggressors and that neither party acted primarily in self-defense;
4. The laws, policies, and practices of the Metropolitan Government of Nashville and Davidson County, Tennessee do not require, in connection with the prosecution of any



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

5. misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction; and
6. The laws, policies, or practices of the Metropolitan Government of Nashville and Davidson County, Tennessee certify that, their laws, policies, or practices will ensure that
 - a. no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of, trial of, or sentencing for such an offense; and
 - b. the refusal of a victim to submit to an examination described in clause (i) shall not prevent the investigation of, trial of, or sentencing for the offense

Sincerely,

John Cooper
Mayor

§ 39-13-521. AIDS (acquired immunodeficiency syndrome); HIV..., TN ST § 39-13-521

West's Tennessee Code Annotated

Title 39. Criminal Offenses

Chapter 13. Offenses Against Person (Refs & Annos)

Part 5. Sexual Offenses (Refs & Annos)

T. C. A. § 39-13-521

§ 39-13-521. AIDS (acquired immunodeficiency syndrome); HIV testing; sex offenders

Effective: July 10, 2014

Currentness

(a) When a person is initially arrested for violating § 39-13-502, § 39-13-503, § 39-13-506, § 39-13-522, § 39-13-531 or § 39-13-532 that person shall undergo human immunodeficiency virus (HIV) testing immediately, or not later than forty-eight (48) hours after the presentment of the information or indictment, with or without the request of the victim. A licensed medical laboratory shall perform the test at the expense of the person arrested. The person arrested shall obtain a confirmatory test when necessary and shall be referred to appropriate counseling.

(b)(1) The licensed medical laboratory shall report the results of the HIV test required under this section immediately to the victim.

(2) The result of any HIV test required under this section is not a public record and shall be available only to:

(A) The victim;

(B) The parent or guardian of a minor or incapacitated victim;

(C) The attending physician of the person tested and of the victim;

(D) The department of health;

(E) The department of correction;

(F) The person tested; and

(G) The district attorney general prosecuting the case.

(c) If the arrestee is convicted, the court shall review the HIV test results prior to sentencing.



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

February 19, 2021

Director
Office on Violence Against Women
145 N Street, NE
Suite 10 W.121
Washington, DC 20530

Dear Director:

I certify that the Metropolitan Government of Nashville-Davidson County laws, regulations, or policies I certify that the Metropolitan Government of Nashville-Davidson County laws, regulations, or policies are in compliance with the HIV certification requirements of 34 U.S.C. § 10461(d), based on the provisions of Tennessee Code Annotated § 39-13-521, which state:

(a) When a person is initially arrested for violating § 39-13-502, § 39-13-503, § 39-13-506, § 39-13-522, § 39-13-531 or § 39-13-532 that person shall undergo human immunodeficiency virus (HIV) testing immediately, or not later than forty-eight (48) hours after the presentment of the information or indictment, with or without the request of the victim. A licensed medical laboratory shall perform the test at the expense of the person arrested. The person arrested shall obtain a confirmatory test when necessary and shall be referred to appropriate counseling.

(b)(1) The licensed medical laboratory shall report the results of the HIV test required under this section immediately to the victim.

(2) The result of any HIV test required under this section is not a public record and shall be available only to:

- (A) The victim;
- (B) The parent or guardian of a minor or incapacitated victim;
- (C) The attending physician of the person tested and of the victim;
- (D) The department of health;
- (E) The department of correction;
- (F) The person tested; and



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

(G) The district attorney general prosecuting the case.

(c) If the arrestee is convicted, the court shall review the HIV test results prior to sentencing.

(d)(1) For purposes of this section, "HIV" means the human immunodeficiency virus or any other identified causative agent of acquired immunodeficiency syndrome.

(2) For purposes of this section, "HIV test" means a test of an individual for the presence of human immunodeficiency virus, or for antibodies or antigens that result from HIV infection, or for any other substance specifically indicating infection with HIV. The department of health shall promulgate rules designating the proper test method to be used for this purpose.

(3) Nothing in this section shall be construed to require the actual transmission of HIV in order for the court to consider it as a mandatory enhancement factor.

(e) Upon the conviction of the defendant for a violation of § 39-13-513, § 39-13-514 or § 39-13-515, the court shall order the convicted person to submit to an HIV test. The test shall be performed by a licensed medical laboratory at the expense of the defendant. The defendant shall obtain a confirmatory test when necessary. The defendant shall be referred to appropriate counseling. The defendant shall return a certified copy of the results of all tests to the court. The court shall examine results in camera and seal the record. For the sole purpose of determining whether there is probable cause to prosecute a person for aggravated prostitution under § 39-13-516, the district attorney general may view the record, notwithstanding subdivision (b)(2). The district attorney general shall be required to file a written, signed request with the court stating the reason the court should grant permission for the district attorney general to view the record. If the test results indicate the defendant is infected with HIV, then the district attorney general may use the results of the test in a prosecution for aggravated prostitution.

A copy of Tennessee Code Annotated § 39-13-521 is attached hereto for your reference.

Sincerely,

John Cooper
Mayor

§ 39-13-521. AIDS (acquired immunodeficiency syndrome); HIV..., TN ST § 39-13-521

(d)(1) For purposes of this section, "HIV" means the human immunodeficiency virus or any other identified causative agent of acquired immunodeficiency syndrome.

(2) For purposes of this section, "HIV test" means a test of an individual for the presence of human immunodeficiency virus, or for antibodies or antigens that result from HIV infection, or for any other substance specifically indicating infection with HIV. The department of health shall promulgate rules designating the proper test method to be used for this purpose.

(3) Nothing in this section shall be construed to require the actual transmission of HIV in order for the court to consider it as a mandatory enhancement factor.

(e) Upon the conviction of the defendant for a violation of § 39-13-513, § 39-13-514 or § 39-13-515, the court shall order the convicted person to submit to an HIV test. The test shall be performed by a licensed medical laboratory at the expense of the defendant. The defendant shall obtain a confirmatory test when necessary. The defendant shall be referred to appropriate counseling. The defendant shall return a certified copy of the results of all tests to the court. The court shall examine results in camera and seal the record. For the sole purpose of determining whether there is probable cause to prosecute a person for aggravated prostitution under § 39-13-516, the district attorney general may view the record, notwithstanding subdivision (b)(2). The district attorney general shall be required to file a written, signed request with the court stating the reason the court should grant permission for the district attorney general to view the record. If the test results indicate the defendant is infected with HIV, then the district attorney general may use the results of the test in a prosecution for aggravated prostitution.

Credits

1991 Pub.Acts, c. 25, § 1; 1992 Pub.Acts, c. 948, § 1; 1994 Pub.Acts, c. 989, § 2, eff. July 1, 1994; 1994 Pub.Acts, c. 995, § 1, eff. July 1, 1994; 2002 Pub.Acts, c. 655, § 1, eff. July 1, 2002; 2005 Pub.Acts, c. 353, § 13, eff. June 7, 2005; 2007 Pub.Acts, c. 257, § 1, eff. July 1, 2007; 2011 Pub.Acts, c. 269, §§ 1, 2, eff. May 23, 2011.

T. C. A. § 39-13-521, TN ST § 39-13-521

Current with laws from the 2018 Second Reg. Sess. of the 110th Tennessee General Assembly, eff. through June 30, 2018, and laws eff. July 1, 2018, through 2018 Pub.Acts, c. 925. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

End of Document

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Metropolitan Nashville-Davidson County Service Area Map



U.S. Department of Justice
Office on Violence Against Women



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

John Cooper

Mayor

Typed Name of Authorized Representative

Title

Telephone Number 615-862-6000

Signature of Authorized Representative

Date Signed

Metropolitan Government of Nashville & Davidson County

Agency Name

APPLICATION SIGNATURE PAGE
FOR
GRANT NO. OVW FY21 Improving Criminal Justice Response to Domestic &
Dating Violence, Sexual Assault, & Stalking 21-24

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Office of Family Safety
Department Name

2/17/2021
Date

Diane S. Lance
Diane Lance, Department Head



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-815, **Version:** 1

A resolution approving amendment seven to a contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Vanderbilt University Medical Center to participate as a member site in the CDC Tuberculosis Trials Consortium studies.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, previously entered into a contract with Vanderbilt University Medical Center, to participate as a member site in the CDC Tuberculosis Trials Consortium studies approved by RS2015-55; and,

WHEREAS, the parties wish to amend the contract to increase the amount of the contract by \$66,900.00 for the period September 29, 2020 to September 28, 2021, a copy of which amendment seven is attached hereto; and,

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

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

Section 1. That amendment seven to the contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Vanderbilt University Medical Center to participate as a member site in the CDC Tuberculosis Trials Consortium studies, a copy of which amendment seven 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 7 to a contract between the Metropolitan Board of Health and the Vanderbilt University School of Medicine for the Health Department's participation in the Tuberculosis Trials Consortium. Vanderbilt received a grant from the U.S. Centers for Disease Control and Prevention through the U.S. Veteran Affairs Medical Centers for this tuberculosis project. The original contract was approved by Resolution No. RS2015-55. The Health Department's responsibilities under this contract are to provide space and equipment for the project, as well as consultation and support services.

This amendment extends the term of the contract through September 28, 2021, and increases the compensation amount from Vanderbilt to the Health Department by \$66,900.

**AMENDMENT No. 7
TO THE
CONTRACT
BETWEEN VANDERBILT UNIVERSITY MEDICAL CENTER
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
Acting by and through the
METROPOLITAN BOARD OF HEALTH**

This Amendment No. 7 serves to revise that certain Contract ("Contract") made and entered into by and between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health ("Metro"), a municipal corporation of the State of Tennessee, and Vanderbilt University Medical Center ("Vanderbilt"), a Tennessee nonprofit corporation, for participation in the CDC Tuberculosis Epidemiologic Studies Consortium studies ("TBESC").

The Contract is modified as follows:

1. The term of the Contract is extended through September 28, 2021. Funds up the amount of \$66,900 are available work performed by Metro during the period 9/29/20- 9/28/21. Funds will be strictly expended for allowable costs only, and in accord with the budget attached hereto and incorporated herein by reference.
2. During the extended period, Metro will continue, under Vanderbilt's direction, the enrollment, preventative treatment, follow up, observation, data collection, and data analysis of LTBI patients. As directed by Vanderbilt and in accord with CDC requests, Metro will also focus on recruitment of special LTBI populations.
3. Except as provided herein, all other terms and conditions of the Contract are unaltered and remain in full force and effect.

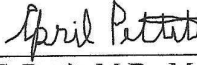
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed by their duly authorized representatives as of the date set forth above.

VANDERBILT UNIVERSITY MEDICAL CENTER

Approved by:

John P. Plummer, Ph.D., Digitally signed by John P. Plummer, Ph.D., Associate Director
Date: 2021.01.15 07:30:09 -05'00' acting for
Libby D. Salberg
Director, Office of Contracts Management

Recommended by:



April C. Pettit, M.D., M.P.H.
Principal Investigator

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Tina Lester 2/12/2021
5EE94599A8D6403...
Interim Administrative Director
Metro Public Health Department
Date

DocuSigned by:
Alex Jahangir 2/12/2021
7F973F40A06A2DE...
Chair, Board of Health
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by: Kevin Crumboltz 2/12/2021
6ACD297089E14E9...
Director, Department of Finance
DS RW TE
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Collo 2/12/2021
68804BF12ED741C...
Director of Risk Management Services
Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney
Date

Metropolitan Mayor
Date

ATTEST:

Metropolitan Clerk
Date

ATTACHMENT 1
GRANT BUDGET
 (BUDGET PAGE 1)

Metropolitan Government of Nashville & Davidson County - TBESC				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning September 29, 2020, and ending September 28, 2021.				
POLICY 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	\$45,100.00	\$0.00	\$45,100.00
2	Benefits & Taxes	\$7,900.00	\$0.00	\$7,900.00
4, 15	Professional Fee/ Grant & Award ²	\$1,000.00	\$0.00	\$1,000.00
5	Supplies	\$0.00	\$0.00	\$0.00
9	Telephones	\$1,000.00	\$0.00	\$1,000.00
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	\$1,300.00	\$0.00	\$1,300.00
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% Salary/Benefits)	\$10,600.00	\$0.00	\$10,600.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$66,900.00	\$0.00	\$66,900.00

77117

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-816, **Version:** 1

A resolution approving amendments one and two to a grant from the U.S. Department of Health and Human Services to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to prepare, prevent, and respond to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS program recipients.

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 U.S. Department of Health and Human Services, to prepare, prevent, and respond to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS program recipients approved by RS2020-375; and,

WHEREAS, the parties wish to amend the grant agreement to update previously conveyed terms and conditions and/or reporting requirements, copies of which amendments one and two 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 U.S. Department of Health and Human Services and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to prepare, prevent, and respond to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS program recipients, a copy 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.

Analysis

This resolution approves amendments one and two to a grant from the U.S. Department of Health to the Metropolitan Government, acting by and through the Metro Board of Health. The original grant was approved by Resolution No. RS2020-375 and the grant funds are used to prepare, prevent, and respond to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS program recipients. These amendments update the terms and conditions and reporting requirements for the grants. The original grant amount of \$917,764 and the grant term are not changing.

GRANT SUMMARY SHEET

Grant	HIV Emergency Relief COVID19 20-21 Amend. 1
Department:	HEALTH DEPARTMENT
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Pass-Through Grantor	
Total Award this	\$0.00
Cash Match	\$0.00
Department	Brad Thompson 340-0407
Status	AMENDMENT

Program Description:

This is a grant from the Health Resources & Services Administration for the provision of preventing, preparing for, and responding to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS Program recipients. Amendment 1 updates the terms and conditions; no additional funding.

Plan for continuation of services upon

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:		HIV Emergency Relief COVID19 20-21 Amend. 1					
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				Other:	
Grant Period From:		04/01/20		(applications only) Anticipated Application Date:			
Grant Period To:		03/31/21		(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:	FORMULA			Total Award:		\$0.00	
Status:	AMENDMENT			Metro Cash Match:		\$0.00	
Metro Category:	Est. Prior.			Metro In-Kind Match:		\$0.00	
CFDA #	93.914			Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>	
<p>This is a grant from the Health Resources & Services Administration for the provision of preventing, preparing for, and responding to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS Program recipients. Amendment 1 updates the terms and conditions; no additional funding.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
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:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		22.98%		Indirect Cost of Grant to Metro:		\$210,246.88	
*Indirect Costs allowed?	<input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	0.00%	Ind. Cost Requested from Grantor:		\$0.00	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input checked="" type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY20	\$229,441.00			\$0.00		\$0.00	\$229,441.00	\$52,561.72	\$0.00
Yr 2	FY21	\$688,323.00			\$0.00		\$0.00	\$688,323.00	\$157,685.16	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$917,764.00	\$0.00	\$0.00	\$0.00		\$0.00	\$917,764.00	\$210,246.88	\$0.00
Date Awarded:				05/14/20	Tot. Awarded:	\$0.00	Contract#:	H9AHA36913-01-00-1		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 5/13/13
5187

GCP Rec'd
02/25/21

GCP Approved
02/25/21

VW

1. DATE ISSUED: 05/19/2020	2. PROGRAM CFDA: 93.914	 <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Sections 2601-2610, and 2693(b)(2)(A) (42 USC 300ff-11 – 300ff-20, and 300ff-121(b)(2)(A)), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)</p>																																										
3. SUPERSEDES AWARD NOTICE dated: 04/10/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.																																												
4a. AWARD NO.: 6 H9AHA36913-01-01	4b. GRANT NO.: H9AHA36913		5. FORMER GRANT NO.:																																									
6. PROJECT PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021																																												
7. BUDGET PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021																																												
8. TITLE OF PROJECT (OR PROGRAM): Ryan White HIV/AIDS Program Part A COVID-19 Response																																												
9. GRANTEE NAME AND ADDRESS: NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF 2500 Charlotte Ave Nashville, TN 37209-4129 DUNS NUMBER: 078217668		10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Rajeev Mavath NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF MailStop Code: 2500 Charlotte Avenue Division Line: Ryan White Program 2500 Charlotte Ave Nashville, TN 37209-4129																																										
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation		12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">a. Authorized Financial Assistance This Period</td> <td style="width:20%; text-align: right;">\$917,764.00</td> </tr> <tr> <td>b. Less Unobligated Balance from Prior Budget Periods</td> <td></td> </tr> <tr> <td> i. Additional Authority</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> ii. Offset</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>c. Unawarded Balance of Current Year's Funds</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>d. Less Cumulative Prior Awards(s) This Budget Period</td> <td style="text-align: right;">\$917,764.00</td> </tr> <tr> <td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	a. Authorized Financial Assistance This Period	\$917,764.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Awards(s) This Budget Period	\$917,764.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$0.00																												
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a. Salaries and Wages :	\$0.00																																											
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15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other		[A]																																										
Estimated Program Income: \$0.00																																												
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																																												
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No) GA Admin Batch Tracking Number 000036. This revised Notice of Award is being issued to update the previously conveyed terms and/or reporting requirements. Please refer to page 2 for specific details regarding these updates.																																												
Electronically signed by Brad Barney , Grants Management Officer on : 05/19/2020																																												
17. OBJ. CLASS: 41.15	18. CRS-EIN: 1620694743A7	19. FUTURE RECOMMENDED FUNDING: \$0.00																																										

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
20 - 377CVDA	93.914	20H9AHA36913C3	\$0.00	\$0.00		20-Part A- COVID-19-C3

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This Notice of Award (NoA) is being re-issued to update or remove several of the terms previously documented in the original NoA. This term provides an overview of the requirements that have been changed. However, recipients should carefully read this updated NoA in its entirety to review specific details of the terms and requirements amended for this award. **Please note** summary of changes: (1) The following RWHAP requirements have been **waived** for the Part A CARES Act awards: Minimum Allocation for Women, Infants, Children and Youth, Planning Council Duties, Unobligated Balances Penalty, 75 percent Core Medical Services, Imposition of Charges, Integrated HIV Prevention and Care Plan, and Maintenance of Effort (MOE). The previously issued term(s) for these requirements have been updated accordingly to note that the provisions have been waived and therefore do not apply to the CARES awards; (2) The term previously issued for Cost Caps has been updated to note a correction; (3) A term has been added to convey that CARES funds may be used to support COVID-19 testing and personal protective equipment for household members of people with HIV; (4) The Funding Pharmaceuticals term was removed, as it does not apply to CARES funding; and (5) The name and initial due date for the *HAB COVID-19 Monthly Activity Report* were updated. The report's **new** name is **COVID-19 Data Report** and the **new** initial due date is **June 15th**. All previously conveyed terms and conditions remain in effect unless specifically removed.

Program Specific Term(s)

1. Funds may not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).

In addition, funds may not be used for the following purposes:

- Cash payment to intended recipients of services.
- Clinical research.
- International travel.
- Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).
- Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. <https://www.hiv.gov/federal-response/policies-issues/syringe-services-programs>
- Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not eligible for HRSA HAB initiative funded medication. https://hab.hrsa.gov/sites/default/files/hab/Global/prepletter062216_0.pdf

2. If applicable, recipients must submit the Tangible Personal Property Report (SF-428) and any related forms. The report must be submitted within 90 days after the project period ends. Awardees are required to report all equipment with an acquisition cost of \$5,000 or more per unit acquired by the recipient with award funds. Tangible personal property reports must be submitted electronically through HRSA EHBs.
3. Consistent with Departmental guidance, HRSA recipients that purchase, are reimbursed or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the grantee organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at <https://protect2.fireeye.com/url?k=f6cc1a8e-aa99139d-f6cc2bb1-0cc47adb5650-c735f8b079c3ff70&u=http://www.hrsa.gov/opa/>.

4. Per 45 CFR §75.351 - .353, recipients must monitor the activities of their subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, Ryan White HIV/AIDS Program legislative requirements (Except Sections 2604 (c), 2612 (b) and 2651 (c), regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Recipients must ensure that subrecipients track, appropriately use, and report program income generated by the subaward. Recipients must also ensure that subrecipient expenditures adhere to legislative mandates regarding the distribution of funds.
5. The recipient shall make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt) and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
6. The requirement that the recipient must spend at least 75 percent of the amount remaining after reserving amounts for administration, planning and evaluation and/or clinical quality management on core medical services is **waived** for the COVID-19 CARES Act funding. § 2604(c) of the PHS Act.
7. The recipient must assure HRSA/HAB that the developed items can be used by HRSA/HAB in accordance with 45 CFR 75.322(b). The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. In accordance with 45 CFR 75.322(b), HRSA HAB reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
8. Recipients are required to track and report all sources of service reimbursement as program income on the annual Federal Financial Report and in annual data reports. All program income earned must be used to further the objectives of preventing, preparing for, and responding to COVID-19 for RWHAP clients. For additional information, see 45 CFR § 75.307.
9. This notice of award provides one-time funding to support preventing, preparing for, and responding to coronavirus disease 2019 (COVID-19), as outlined in the [Coronavirus Aid, Relief and Economic Security Act \(P.L. 116-136\)](#). As provided for in Office of Management and Budget Memorandum [M-20-17 - Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus \(COVID-19\)](#), HRSA authorizes the recipient to incur pre-award costs prior to the effective date of a Federal award dating back to January 20, 2020.
10. Planning councils are charged with determining the size and demographics of the population, determining the needs of the population, establishing priorities, developing comprehensive plans, assessing the efficiency of administrative mechanisms, participating in the development of the statewide coordinated statement of need, establishing methods of obtaining input, and coordinating with Federal grant recipients that provide HIV-related services. Planning council responsibilities with regard to the COVID-19 CARES Act funding are **waived**. § 2602(b)(4) of the PHS Act.
11. You are encouraged to utilize available technical assistance resources, such as those available from the Centers for Disease Control and Prevention (CDC): <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. and HAB's COVID-19 TA Webpage: <https://hab.hrsa.gov/program-grants-management/coronavirus-covid-19-response>
12. Unless otherwise specified, all Reporting Requirements must be electronically submitted through the HRSA Electronic Handbooks (EHB).
13. Requirements regarding the timeframe for obligation and expenditure of formula and supplemental funds are **waived** and do not apply to the COVID-19 CARES Act funding. § 2603(c) of the PHS Act.
14. Recipient costs for grant administration may not exceed ten (10) percent of the grant award. The aggregate total of administrative expenditures for subrecipients, including all indirect costs, may not exceed 10 percent of the aggregate amount of all subawards. If the recipient elects to expend funds for clinical quality management activities that amount shall not exceed the lesser of 5 percent of the total grant funds or \$3 million.
See Policy 15-01 for additional information on the 10% administrative cap.
15. All recipients who are providing services under Ryan White that are available in the Medicaid State plan must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
16. The requirement that the recipient must maintain expenditures for HIV-related activities (EIS for Part C) at a level which is not less than the level of expenditures for such activities during the one-year period preceding the fiscal year for which the applicant is applying to receive the grant is **waived** for the COVID-19 CARES Act funding. § 2605(a)(1)(B) of the PHS Act.
17. This funding may support COVID-19 testing and the provision of personal protective equipment for household members living with eligible Ryan White HIV/AIDS Program clients. § 2683 of the Public Health Service (PHS) Act.
18. The requirement that the recipient impose at least a nominal charge for services for clients with an individual income of over 100 percent of the FPL is **waived** for the COVID-19 CARES Act funding. § 2605(e) of the PHS Act.

19. Recipients must follow the guidance in all applicable HIV/AIDS Bureau Policy Notices and Program Letters to ensure compliance with programmatic requirements. See <http://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>.
20. RWHAP recipients are required to use a minimum amount/percentage to provide services to women, infants, children and youth (WICY) living with HIV. The minimum set-aside amounts/percentages must be determined separately for each priority population, and may not be less than the percentage of each population to the total number of persons estimated to be living with HIV within the EMA/TGA. The WICY allocation requirement for the COVID-19 CARES Act funding is **waived**. § 2604(f) of the PHS Act.
21. This funding should be used for preventing, preparing for, and responding to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS Program (RWHAP) recipients. Several standard RWHAP requirements have been waived for the CARES awards to assist recipients with expediting their response to the COVID-19 public health emergency. Funding may support a wide range of in-scope (allowable RWHAP) activities including, but not limited to: client education, COVID-19 screening, testing for (including temporary drive-or-walk-up testing) and laboratory services for RWHAP clients, adding providers and other personnel, training, purchase of vehicles to transport patients or clinic/program personnel, supplies (e.g., personal protective equipment, infection control supplies), equipment (e.g., telehealth equipment), and health information technology (e.g., technology to support tracking, sharing, and reporting capacity). As provided for in the OMB Memorandum [M-20-17 - Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus \(COVID-19\)](#), the recipient is authorized to waive the procurement requirements contained in 45 CFR § 75.328(b) regarding geographical preferences and 45 CFR 75.330 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms. This authority is only valid for the period formally declared by the Department of Health and Human Services through the 90-Day Public Health Emergency Declaration (Public Health Emergency Period).
22. In accordance with the RWHAP client eligibility determination and recertification requirements (HRSA HAB PCN 13-02: Clarifications on Ryan White Program Client Eligibility Determinations and Recertifications Requirements), HRSA expects clients' eligibility be assessed during the initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12-month period or calendar year) to ensure that the program only serves eligible clients, and that the RWHAP is the payer of last resort. See <https://hab.hrsa.gov/sites/default/files/hab/Global/pcn1302clienteligibility.pdf>
23. The recipient is required to establish and maintain a process for protecting client confidentiality throughout the project period. Client confidentiality requirements apply to all phases of the project.
24. COVID-19 funds may not be used to make cash payments to intended clients of COVID-19-funded services. This prohibition includes cash incentives and cash intended as payment for services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Recipients are advised to administer voucher and store gift card programs in a manner which assures that they cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable.
25. The requirement that RWHAP Part recipients develop the Statewide Coordinated Statement of Need is **waived** for the COVID-19 CARES Act funding; therefore Part A recipients do not need to contribute to the SCSN for these funds. §§ 2605(a)(8) of the PHS Act.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Tina Lester	Business Official	tina.lester@nashville.gov
Wendy Long	Authorizing Official	wendy.long@nashville.gov
Rajeev Mavath	Point of Contact, Program Director	rajeev.mavath@nashville.gov

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Michael Carrigan at:
5600 Fishers Ln
Rockville, MD, 20857-
Email: MCarrigan@hrsa.gov
Phone: (301) 945-9846

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Olusola Dada at:
5600 Fishers Ln Rm 10NWH04
Rockville, MD, 20857-
Email: ODada@hrsa.gov
Phone: (301) 443-0195
Fax: (301) 443-9810

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

2/12/2021

Date

DocuSigned by:

Alex Jahanqir

7F973F40A86A4DF...

Chair, Board of Health

2/12/2021

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

GRANT SUMMARY SHEET

Grant	HIV Emergency Relief COVID19 20-21 Amend. 2
Department:	HEALTH DEPARTMENT
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Pass-Through Grantor	
Total Award this	\$0.00
Cash Match	\$0.00
Department	Brad Thompson 340-0407
Status	AMENDMENT

Program Description:

This is a grant from the Health Resources & Services Administration for the provision of preventing, preparing for, and responding to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS Program recipients. Amendment 2 updates the terms and conditions; no additional funding.

Plan for continuation of services upon

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:		HIV Emergency Relief COVID19 20-21 Amend. 2					
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				Other:	
Grant Period From:		04/01/20		(applications only) Anticipated Application Date:			
Grant Period To:		03/31/21		(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:	FORMULA			Total Award:		\$0.00	
Status:	AMENDMENT			Metro Cash Match:		\$0.00	
Metro Category:	Est. Prior.			Metro In-Kind Match:		\$0.00	
CFDA #	93.914			Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>	
<p>This is a grant from the Health Resources & Services Administration for the provision of preventing, preparing for, and responding to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS Program recipients. Amendment 2 updates the terms and conditions; no additional funding.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
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:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		22.98%		Indirect Cost of Grant to Metro:		\$210,246.88	
*Indirect Costs allowed?	<input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	0.00%	Ind. Cost Requested from Grantor:		\$0.00	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input checked="" type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY20	\$229,441.00			\$0.00		\$0.00	\$229,441.00	\$52,561.72	\$0.00
Yr 2	FY21	\$688,323.00			\$0.00		\$0.00	\$688,323.00	\$157,685.16	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$917,764.00	\$0.00	\$0.00	\$0.00		\$0.00	\$917,764.00	\$210,246.88	\$0.00
Date Awarded:			05/14/20	Tot. Awarded:		\$0.00	Contract#:		H9AHA36913-01-00-2	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
5188

GCP Rec'd
02/25/21

GCP Approved
02/25/21

VW



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H9A36913
Federal Award Date: 10/30/2020

Recipient Information

1. **Recipient Name**
NASHVILLE & DAVIDSON COUNTY, METROPOLITAN
GOVERNMENT OF
2500 Charlotte Ave
Nashville, TN 37209-4129
2. **Congressional District of Recipient**
05
3. **Payment System Identifier (ID)**
1620694743A7
4. **Employer Identification Number (EIN)**
620694743
5. **Data Universal Numbering System (DUNS)**
078217668
6. **Recipient's Unique Entity Identifier**
7. **Project Director or Principal Investigator**
Rajeev Mavath
Rajeev.Mavath@nashville.gov
(615)340-5671
8. **Authorized Official**
Wendy Long
Wendy.Long@nashville.gov

Federal Agency Information

9. **Awarding Agency Contact Information**
Olusola Dada
Health Resources and Services Administration
ODada@hrsa.gov
(301) 443-0195
10. **Program Official Contact Information**
Emerson B Evans
Project Officer
Health Resources and Services Administration
eevans@hrsa.gov
(301) 443-1584

Federal Award Information

11. **Award Number**
6 H9AHA36913-01-02
12. **Unique Federal Award Identification Number (FAIN)**
H9A36913
13. **Statutory Authority**
Public Health Service Act, Sections 2601-2610, and 2693(b)(2)(A) (42 USC 300ff-11 – 300ff-20, and 300ff-121(b)(2)(A)), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)
42 USC § 300ff-11–20; Pub. L. 116-136
14. **Federal Award Project Title**
Ryan White HIV/AIDS Program Part A COVID-19 Response
15. **Assistance Listing Number**
93.914
16. **Assistance Listing Program Title**
HIV Emergency Relief Project Grants
17. **Award Action Type**
Administrative
18. **Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date 04/01/2020 - End Date 03/31/2021	
20. Total Amount of Federal Funds Obligated by this Action	\$0.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$917,764.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$917,764.00
26. Project Period Start Date 04/01/2020 - End Date 03/31/2021	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$917,764.00

28. **Authorized Treatment of Program Income**
Addition
29. **Grants Management Officer – Signature**
Brad Barney on 10/30/2020

30. Remarks

GA Admin Batch Tracking Number 000083.



Notice of Award
Award Number: 6 H9AHA36913-01-02
Federal Award Date: 10/30/2020

Health Resources and Services Administration

<div><div>31. APPROVED BUDGET: (Excludes Direct Assistance)</div><div><div><input checked="" type="checkbox"/> Grant Funds Only</div><div><input type="checkbox"/> Total project costs including grant funds and all other financial participation</div></div><table><tr><td>a. Salaries and Wages:</td><td>\$0.00</td></tr><tr><td>b. Fringe Benefits:</td><td>\$0.00</td></tr><tr><td>c. Total Personnel Costs:</td><td>\$0.00</td></tr><tr><td>d. Consultant Costs:</td><td>\$0.00</td></tr><tr><td>e. Equipment:</td><td>\$0.00</td></tr><tr><td>f. Supplies:</td><td>\$0.00</td></tr><tr><td>g. Travel:</td><td>\$0.00</td></tr><tr><td>h. Construction/Alteration and Renovation:</td><td>\$0.00</td></tr><tr><td>i. Other:</td><td>\$917,764.00</td></tr><tr><td>j. Consortium/Contractual Costs:</td><td>\$0.00</td></tr><tr><td>k. Trainee Related Expenses:</td><td>\$0.00</td></tr><tr><td>l. Trainee Stipends:</td><td>\$0.00</td></tr><tr><td>m. Trainee Tuition and Fees:</td><td>\$0.00</td></tr><tr><td>n. Trainee Travel:</td><td>\$0.00</td></tr><tr><td>o. TOTAL DIRECT COSTS:</td><td>\$917,764.00</td></tr><tr><td>p. INDIRECT COSTS (Rate: % of S&W/TADC):</td><td>\$0.00</td></tr><tr><td>q. TOTAL APPROVED BUDGET:</td><td>\$917,764.00</td></tr><tr><td> i. Less Non-Federal Share:</td><td>\$0.00</td></tr><tr><td> ii. Federal Share:</td><td>\$917,764.00</td></tr></table></div>	a. Salaries and Wages:	\$0.00	b. Fringe Benefits:	\$0.00	c. Total Personnel Costs:	\$0.00	d. Consultant Costs:	\$0.00	e. Equipment:	\$0.00	f. Supplies:	\$0.00	g. Travel:	\$0.00	h. Construction/Alteration and Renovation:	\$0.00	i. Other:	\$917,764.00	j. Consortium/Contractual Costs:	\$0.00	k. Trainee Related Expenses:	\$0.00	l. Trainee Stipends:	\$0.00	m. Trainee Tuition and Fees:	\$0.00	n. Trainee Travel:	\$0.00	o. TOTAL DIRECT COSTS:	\$917,764.00	p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00	q. TOTAL APPROVED BUDGET:	\$917,764.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$917,764.00	<div><div>33. RECOMMENDED FUTURE SUPPORT:</div><div>(Subject to the availability of funds and satisfactory progress of project)</div><table><tr><th>YEAR</th><th>TOTAL COSTS</th></tr><tr><td colspan="2">Not applicable</td></tr></table><div>34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)</div><table><tr><td>a. Amount of Direct Assistance</td><td>\$0.00</td></tr><tr><td>b. Less Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr><tr><td>c. Less Cumulative Prior Award(s) This Budget Period</td><td>\$0.00</td></tr><tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td>\$0.00</td></tr></table><div>35. FORMER GRANT NUMBER</div><div>36. OBJECT CLASS</div><div>41.15</div><div>37. BHCNIS#</div></div>	YEAR	TOTAL COSTS	Not applicable		a. Amount of Direct Assistance	\$0.00	b. Less Unawarded Balance of Current Year's Funds	\$0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00
a. Salaries and Wages:	\$0.00																																																		
b. Fringe Benefits:	\$0.00																																																		
c. Total Personnel Costs:	\$0.00																																																		
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i. Less Non-Federal Share:	\$0.00																																																		
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c. Less Cumulative Prior Award(s) This Budget Period	\$0.00																																																		
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00																																																		
<div>32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</div> <table><tr><td>a. Authorized Financial Assistance This Period</td><td>\$917,764.00</td></tr><tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr><tr><td> i. Additional Authority</td><td>\$0.00</td></tr><tr><td> ii. Offset</td><td>\$0.00</td></tr><tr><td>c. Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr><tr><td>d. Less Cumulative Prior Award(s) This Budget Period</td><td>\$917,764.00</td></tr><tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td>\$0.00</td></tr></table>		a. Authorized Financial Assistance This Period	\$917,764.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Award(s) This Budget Period	\$917,764.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$0.00																																				
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b. Less Unobligated Balance from Prior Budget Periods																																																			
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ii. Offset	\$0.00																																																		
c. Unawarded Balance of Current Year's Funds	\$0.00																																																		
d. Less Cumulative Prior Award(s) This Budget Period	\$917,764.00																																																		
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$0.00																																																		
<div>38. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</div> <div>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</div>																																																			
<div>39. ACCOUNTING CLASSIFICATION CODES</div> <table><tr><th>FY-CAN</th><th>CFDA</th><th>DOCUMENT NO.</th><th>AMT. FIN. ASST.</th><th>AMT. DIR. ASST.</th><th>SUB PROGRAM CODE</th><th>SUB ACCOUNT CODE</th></tr><tr><td>20 - 377CVDA</td><td>93.914</td><td>20H9AHA36913C3</td><td>\$0.00</td><td>\$0.00</td><td></td><td>20-Part A-COVID-19-C3</td></tr></table>		FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	20 - 377CVDA	93.914	20H9AHA36913C3	\$0.00	\$0.00		20-Part A-COVID-19-C3																																				
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE																																													
20 - 377CVDA	93.914	20H9AHA36913C3	\$0.00	\$0.00		20-Part A-COVID-19-C3																																													

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This revised Notice of Award reflects the removal of the previously issued term:

Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and Economic Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for each project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Wendy Long	Authorizing Official	wendy.long@nashville.gov
Rajeev Mavath	Program Director, Point of Contact	rajeev.mavath@nashville.gov
Tina Lester	Business Official	tina.lester@nashville.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

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

2/12/2021

Date

DocuSigned by:
Alex Jahangir
7F973F49A06A4DF...
Chair, Board of Health

2/12/2021

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

Resolution No. RS2020 - 375

A resolution accepting a grant from the U.S. Department of Health and Human Services to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to prepare, prevent, and respond to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS program recipients.

WHEREAS, the U.S. Department of Health and Human Services has awarded a grant in an amount not to exceed \$917,764.00 with no cash match required to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to prepare, prevent, and respond to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS program recipients; and,

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

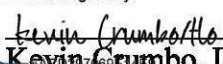
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the U.S. Department of Health and Human Services, in an amount not to exceed \$917,764.00, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to prepare, prevent, and respond to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS program recipients, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

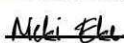
Section 2. That the amount of this grant is to be appropriated to the Metropolitan Board of Health based on the revenues estimated to be received and any match to be applied.

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


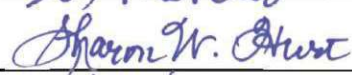
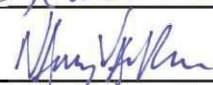
APPROVED AS TO AVAILABILITY
OF FUNDS:

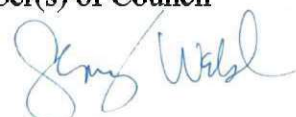
DocuSigned by:

Kevin Grumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Assistant Metropolitan Attorney

INTRODUCED BY:

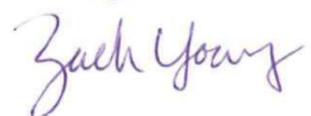



Member(s) of Council
















GRANT SUMMARY SHEET

Grant HIV Emergency Relief COVID19 20-21
Department: HEALTH DEPARTMENT
Grantor: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Pass-Through
Grantor**

Total Award this \$917,764.00

Cash Match \$0.00

Department Brad Thompson
340-0407

Status NEW

Program Description:

This is a grant from the Health Resources & Services Administration for the provision of preventing, preparing for, and responding to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS Program recipients.

Plan for continuation of services

Services would be discontinued.

1. DATE ISSUED: 04/10/2020		2. PROGRAM CFDA: 93.914		 U.S. Department of Health and Human Services HRSA Health Resources and Services Administration NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Sections 2601-2610, and 2693(b)(2)(A) (42 USC 300ff-11 – 300ff-20, and 300ff-121(b)(2)(A)), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)																																												
3. SUPERSEDES AWARD NOTICE dated: - <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>																																																
4a. AWARD NO.: 1 H9AHA36913-01-00		4b. GRANT NO.: H9AHA36913					5. FORMER GRANT NO.:																																									
6. PROJECT PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021																																																
7. BUDGET PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021																																																
8. TITLE OF PROJECT (OR PROGRAM): Ryan White HIV/AIDS Program Part A COVID-19 Response																																																
9. GRANTEE NAME AND ADDRESS: NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF 2500 Charlotte Ave Nashville, TN 37209-4129 DUNS NUMBER: 078217668				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Rajeev Mavalath NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF MailStop Code: 2500 Charlotte Avenue Division Line: Ryan White Program 2500 Charlotte Ave Nashville, TN 37209-4129																																												
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">a. Salaries and Wages :</td><td style="width: 20%; text-align: right;">\$0.00</td></tr> <tr><td>b. Fringe Benefits :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Total Personnel Costs :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. Consultant Costs :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. Equipment :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>f. Supplies :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>g. Travel :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>h. Construction/Alteration and Renovation :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>i. Other :</td><td style="text-align: right;">\$917,764.00</td></tr> <tr><td>j. Consortium/Contractual Costs :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>k. Trainee Related Expenses :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>l. Trainee Stipends :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>n. Trainee Travel :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS :</td><td style="text-align: right;">\$917,764.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&W/TADC) :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET :</td><td style="text-align: right;">\$917,764.00</td></tr> <tr><td colspan="2"> i. Less Non-Federal Share: \$0.00</td></tr> <tr><td colspan="2"> ii. Federal Share: \$917,764.00</td></tr> </table>				a. Salaries and Wages :	\$0.00	b. Fringe Benefits :	\$0.00	c. Total Personnel Costs :	\$0.00	d. Consultant Costs :	\$0.00	e. Equipment :	\$0.00	f. Supplies :	\$0.00	g. Travel :	\$0.00	h. Construction/Alteration and Renovation :	\$0.00	i. Other :	\$917,764.00	j. Consortium/Contractual Costs :	\$0.00	k. Trainee Related Expenses :	\$0.00	l. Trainee Stipends :	\$0.00	m. Trainee Tuition and Fees :	\$0.00	n. Trainee Travel :	\$0.00	o. TOTAL DIRECT COSTS :	\$917,764.00	p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00	q. TOTAL APPROVED BUDGET :	\$917,764.00	i. Less Non-Federal Share: \$0.00		ii. Federal Share: \$917,764.00		12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: a. Authorized Financial Assistance This Period \$917,764.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Awards(s) This Budget Period \$0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$917,764.00 13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">YEAR</th> <th style="width: 70%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not applicable</td> </tr> </tbody> </table>			YEAR	TOTAL COSTS	Not applicable	
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15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$0.00				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00																																												
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above, b. The grant program regulation cited above, c. This award notice including terms and conditions, if any, noted below under REMARKS, d. 45 CFR Part 75 as applicable, in the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>																																																
REMARKS: (Other Terms and Conditions Attached [X]Yes []No)																																																
Electronically signed by Brad Barney, Grants Management Officer on : 04/10/2020																																																
17. OBJ. CLASS: 41.15		18. CRS-EIN: 1620694743A7		19. FUTURE RECOMMENDED FUNDING: \$0.00																																												
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE																																										
20 - 377CVIDA	93.914	20H9AHA36913C3	\$917,764.00	\$0.00		20-Part A- COVID-19-C3																																										

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds. You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
2. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
4. The recipient must maintain EMA/TGA political subdivision expenditures for HIV-related activities at a level which is not less than the level of expenditures for such activities during the one-year period preceding the fiscal year for which the applicant is applying to receive the grant (see Section 2605(a)(1)(B) of the PHS Act).
5. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.

Program Specific Term(s)

1. Recipients must follow the guidance in all applicable HIV/AIDS Bureau Policy Notices and Program Letters to ensure compliance with programmatic requirements. See <http://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>.
2. The recipient must assure HRSA/HAB that the developed items can be used by HRSA/HAB in accordance with 45 CFR 75.322(b). The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. In accordance with 45 CFR 75.322(b), HRSA HAB reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
3. Recipient costs for grant administration may not exceed ten (10) percent of the grant award. Planning and evaluation costs may not exceed ten (10) percent of the grant award. Collectively, recipient administration and planning and evaluation costs may not exceed fifteen (15) percent of the grant award. The aggregate total of administrative expenditures for subrecipients, including all indirect costs, may not exceed

10 percent of the aggregate amount of all subawards.

If the recipient elects to expend funds for clinical quality management activities that amount shall not exceed the lesser of 5 percent of the total grant funds or \$3 million.

See Policy 15-01 for additional information on the 10% administrative cap.

4. In accordance with the RWHP client eligibility determination and recertification requirements (HRSA HAB PCN 13-02: Clarifications on Ryan White Program Client Eligibility Determinations and Recertifications Requirements), HRSA expects clients' eligibility be assessed during the initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12-month period or calendar year) to ensure that the program only serves eligible clients, and that the RWHP is the payer of last resort. See <https://hab.hrsa.gov/sites/default/files/hab/Global/pcn1302clienteligibility.pdf>
5. RWHP Part A recipients are required to use a minimum amount/percentage of this award to provide services to women, infants, children and youth (WICY) living with HIV/AIDS. The minimum set-aside amounts/percentages for each eligible metropolitan area/transitional grant area (EMA/TGA) must be determined separately for each priority population, and may not be less than the percentage of each population to the total number of persons estimated to be living with HIV/AIDS within the EMA/TGA.
Waiver: If the recipient can document that one or more WICY priority populations are receiving HIV-related services through the state Medicaid program under Title XIX of the Social Security Act, the Children's Health Program (CHIP) under Title XXI of the same Act, or other qualified federal or state programs in accordance with HRSA guidelines, then the recipient may request a waiver of the minimum WICY expenditure requirement from HRSA. Recipients requesting a waiver may utilize the WICY Expenditure Report to document that all priority populations are receiving HIV/AIDS health services through other funding sources.
6. Funds may not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
In addition, funds may not be used for the following purposes:
 - ◊ Cash payment to intended recipients of services.
 - ◊ Clinical research.
 - ◊ International travel.
 - ◊ Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).
 - ◊ Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. <https://www.hiv.gov/federal-response/policies-issues/syringe-services-programs>
 - ◊ Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not eligible for HRSA HAB initiative funded medication. https://hab.hrsa.gov/sites/default/files/hab/Global/prepletter062216_0.pdf
7. Any post-award changes in grant allocations must be submitted to the Project Officer. Prior approval for rebudgeting is required when cumulative transfers among direct cost budget categories (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, etc.) for the current budget period exceed 25% of the total approved budget (which includes direct and indirect costs) for that budget period or \$250,000, whichever is less; or substantial changes are made to the approved work plan or project scope (e.g., changing the model of care, transferring substantive work from personnel to contractual); or the recipient wants to purchase a piece of equipment that exceeds \$5,000 and was not included in the approved project budget/application.
8. Per 45 CFR §75.351 - .353, recipients must monitor the activities of their subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, Ryan White HIV/AIDS Program legislative requirements (Except Sections 2604 (c), 2612 (b) and 2651 (c), regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Recipients must ensure that subrecipients track, appropriately use, and report program income generated by the subaward. Recipients must also ensure that subrecipient expenditures adhere to legislative mandates regarding the distribution of funds.
9. Funds may not be used by recipients or subcontractors for the purchase of vehicles without written approval from HRSA's Division of Grants Management Operations (DGMO).
10. Jurisdictions that 1) are legislatively mandated to establish planning councils or 2) have elected to establish a planning council, must adhere to the requirement that the chief elected official (CEO) retains sole responsibility for appointment and removal of planning council members, as recommended by Planning Council leadership.
11. COVID-19 funds may not be used to make cash payments to intended clients of COVID-19-funded services. This prohibition includes cash incentives and cash intended as payment for services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store

gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Recipients are advised to administer voucher and store gift card programs in a manner which assures that they cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable.

12. The recipient is required to establish and maintain a process for protecting client confidentiality throughout the project period. Client confidentiality requirements apply to all phases of the project.
13. This notice of award provides one-time funding to support preventing, preparing for, and responding to coronavirus disease 2019 (COVID-19), as outlined in the Coronavirus Aid, Relief and Economic Security Act (P.L. 116-136). As provided for in Office of Management and Budget Memorandum M-20-17 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, HRSA authorizes the recipient to incur pre-award costs prior to the effective date of a Federal award dating back to January 20, 2020.
14. You are encouraged to utilize available technical assistance resources, such as those available from the Centers for Disease Control and Prevention (CDC): <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and HAB's COVID-19 TA Webpage: <https://hab.hrsa.gov/program-grants-management/coronavirus-covid-19-response>
15. Recipients are required to track and report all sources of service reimbursement as program income on the annual Federal Financial Report and in annual data reports. All program income earned must be used to further the objectives of preventing, preparing for, and responding to COVID-19 for RWHAP clients. For additional information, see 45 CFR § 75.307.
16. The recipient shall make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt) and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
17. All recipients who are providing services under Ryan White that are available in the Medicaid State plan must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
18. Consistent with Departmental guidance, HRSA recipients that purchase, are reimbursed or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the grantee organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at <https://protect2.fireeye.com/url?k=f6cc1a8e-aa99139d-f6cc2bb1-0cc47adb5650-c735f8b079c3ff70&u=http://www.hrsa.gov/opa/>.
19. This funding should be used for preventing, preparing for, and responding to COVID-19, as needs evolve for clients of Ryan White HIV/AIDS Program (RWHAP) recipients. With the exception of the 75 percent core medical services requirement, all other RWHAP provisions governing use of funds and funding limitations still apply. Funding may support a wide range of in-scope (allowable RWHAP) activities including, but not limited to: client education, COVID-19 screening, testing for (including temporary drive-or walk-up testing) and laboratory services for RWHAP clients, adding providers and other personnel, training, purchase of vehicles to transport patients or clinic/program personnel, supplies (e.g., personal protective equipment, infection control supplies), equipment (e.g., telehealth equipment), and health information technology (e.g., technology to support tracking, sharing, and reporting capacity).
As provided for in the OMB Memorandum M-20-17 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, the recipient is authorized to waive the procurement requirements contained in 45 CFR § 75.328(b) regarding geographical preferences and 45 CFR 75.330 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms. This authority is only valid for the period formally declared by the Department of Health and Human Services through the 90-Day Public Health Emergency Declaration (Public Health Emergency Period).
20. If applicable, recipients must submit the Tangible Personal Property Report (SF-428) and any related forms. The report must be submitted within 90 days after the project period ends. Awardees are required to report all equipment with an acquisition cost of \$5,000 or more per unit acquired by the recipient with award funds. Tangible personal property reports must be submitted electronically through HRSA EHBs.
21. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests. Reporting on the Federal Financial Report (FFR) SF-425 Federal Cash Transaction Report (FCTR) should reflect this number for all disbursements related to this project period.

22. The recipient is required to notify the Project Officer, within 30 days, of any changes to Planning Council (PC) composition that impact legislative compliance with "reflectiveness", the mandated membership categories, and/or the composition requirement that 33% of the PC membership should be comprised of persons receiving Part A HIV-related services who are non-conflicted and accurately reflect the demographics of the epidemic in the EMA/TGA. You must notify your Project Officer to initiate a Request for Information via EHB to submit this requirement. The notification and letter must be accompanied by revised PC roster and reflectiveness tables or a narrative describing compliance with PC composition and Reflectiveness. Reflectiveness must be based on the prevalence of HIV Disease (AIDS Prevalence plus HIV Prevalence, real or estimated) in the EMA/TGA as reported in the current fiscal year application.
23. Funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formulary.
24. Unless otherwise specified, all Reporting Requirements must be electronically submitted through the HRSA Electronic Handbooks (EHB).
25. Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and Economic Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for each project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or itemFor which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
In addition to the prior approval requirements identified in 45 CFR Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share of the project exceeds the

Simplified Acquisition Threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period.

6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at HHS Limited English Proficiency (LEP).
10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
11. The Further Consolidated Appropriations Act, 2020, § 202, (P.L. 116-94), enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.
12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf), an

entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.

15. **\$75.113 Mandatory disclosures.**

Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient integrity and performance matters. If the total Federal share of the Federal award is more than \$500,000 over the period of performance, Appendix XII to CFR Part 200 is applicable to this award.

Reporting Requirement(s)

- Due Date: Monthly (None) Beginning: Budget Start Date Ending: Budget End Date, due 15 days after end of reporting period.**
Recipients must submit a short data report monthly to capture the RWHAP services provided and the number of clients served (treatment for COVID-19 or to protect against becoming infected with COVID-19). Additional information on reporting format and submission process will be provided by the Project Officer. Recipients must submit the report on-line in the Electronic Handbooks (EHB) system.
- Due Date: Within 30 Days of Award Release Date**
Within 30 days of award release date, you must submit the following: (1) SF424-A Budget Form, (2) Budget Narrative, (3) Project Overview, and (4) Equipment List Form (if applicable). Recipients must submit the report on-line in the Electronic Handbooks (EHB) system. Instructions to support your submission, as well as details for technical assistance calls to address your submission questions, are available at: <https://hab.hrsa.gov/program-grants-management/coronavirus-covid-19-response>
- Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.**
The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period

and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

4. Due Date: 11/01/2020

Recipients must submit two progress reports during the budget period via the HRSA EHBs. The information will include updates on staff changes and budget expenditures; recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how they are resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the Electronic Handbooks (EHB) system. The format for these reports will be provided by the Project Officer within the EHB.

5. Due Date: Within 90 Days of Budget Start Date

The recipient must submit an annual Allocations Report via the Program Terms Report (PTR) Web Application, consistent with reporting guidelines, instructions, and reporting templates provided in PTR Web Application. Reports are due 90 days after the start of the budget period.

6. Due Date: 05/01/2021

Recipients must submit two progress reports during the budget period via the HRSA EHBs. The information will include updates on staff changes and budget expenditures; recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how they are resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the Electronic Handbooks (EHB) system. The format for these reports will be provided by the Project Officer within the EHB.

7. Due Date: Within 90 Days of Project End Date

The recipient must submit an annual Expenditures Report via the Program Terms Report (PTR) Web Application, consistent with reporting guidelines, instructions, and reporting templates provided in PTR Web Application. Reports are due 90 days after the project period.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Tina Lester	Business Official	tina.lester@nashville.gov
Rajeev Mavathi	Point of Contact, Program Director	rajeev.mavathi@nashville.gov
Wendy Long	Authorizing Official	wendy.long@nashville.gov

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Michael Carrigan at:
5600 Fishers Ln
Rockville, MD, 20857-
Email: MCarrigan@hrsa.gov
Phone: (301) 945-9846

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Olusola Dada at:
5600 Fishers Ln Rm 10NWH04
Rockville, MD, 20857-
Email: ODada@hrsa.gov
Phone: (301) 443-0195
Fax: (301) 443-9810

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY


 Director, Metro Public Health Department

5/14/2020
 Date


 Chair, Board of Health

 Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

 Director, Department of Finance

6/4/2020
 Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

 Director of Risk Management Services

6/4/2020
 Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

 Metropolitan Attorney

6/4/2020
 Date

FILED:


 Metropolitan Clerk RS2020-375

6-17-20
 Date

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS 2020-375

**HIV COVID-19 Relief
A resolution accepting a
grant from the U.S.
Department of Health and
Human Services to the
Metropolitan Government
of Nashville and Davidson
County, acting by and
through the Metropolitan
Board of Health, to prepare,
prevent, and respond to
COVID-19, as needs evolve
for clients of Ryan White
HIV/AIDS program
recipients.**

11:40 am, Jun 09 2020

FILED METROPOLITAN CLERK

Introduced JUN 16 2020

Amended _____

Adopted JUN 16 2020

Approved JUN 17 2020

By 
Metropolitan Mayor



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-817, **Version:** 1

A resolution approving amendment one to a grant from the Tennessee Department of Health to The Metropolitan Government, acting by and through the Metropolitan Board of Health, to provide HIV/AIDS core medical services and early intervention services.

WHEREAS, The Metropolitan Government, acting by and through the Metropolitan Board of Health, previously entered into a grant agreement with the Tennessee Department of Health to provide HIV/AIDS core medical services and early intervention services approved by RS2020-421; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$46,400.00 from \$54,700.00 for a new total of \$101,100.00 with no cash match required and extend the end date of the grant agreement to March 31, 2022; 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 Tennessee Department of Health and The Metropolitan Government, acting by and through the Metropolitan Board of Health, to provide HIV/AIDS core medical services and early intervention services, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this 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 first amendment to a grant from the Tennessee Department of Health to the Metropolitan Government, acting by and through the Metro Board of Health. The original grant was approved by Resolution No. RS2020-421. This grant amendment would increase the grant amount by \$46,400 from \$54,700 to \$101,100. No local cash match would be required. The end date of the grant would be extended by one year, from March 31, 2021 to March 31, 2022. The grant funds are used to provide HIV/AIDS core medical services and early intervention services.

GRANT SUMMARY SHEET

Grant	HIV Core Medical & Early Intervention Services 20-21 Amend. 1
Department:	HEALTH DEPARTMENT
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Pass-Through Grantor	TENN. DEPT. OF HEALTH
Total Award this	\$46,400.00
 Cash Match	 \$0.00
 Department	 Brad Thompson 340-0407
 Status	 AMENDMENT

Program Description:

This grant is to provide HIV related care and support services for those persons affected by HIV disease who do not have sufficient health care coverage or financial resources and are seeking such services. Amendment 1 adds an additional \$46,400.00 to the previous amount of \$54,700.00 for a new grand total of \$101,100.00 and extends the end date from 3/31/21 to 3/31/22.

Plan for continuation of services upon

Services will continue on local 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						
HEALTH DEPARTMENT			038		Brad Thompson					340-0407									
Grant Name:			HIV Core Medical & Early Intervention Services 20-21 Amend. 1																
Grantor:			U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					Other:											
Grant Period From:			04/01/20		(applications only) Anticipated Application Date:														
Grant Period To:			03/31/22		(applications only) Application Deadline:														
Funding Type:			FED PASS THRU		Multi-Department Grant <input type="checkbox"/>					If yes, list below.									
Pass-Thru:			TENN. DEPT. OF HEALTH		Outside Consultant Project: <input type="checkbox"/>														
Award Type:			OTHER		Total Award:					\$46,400.00									
Status:			AMENDMENT		Metro Cash Match:					\$0.00									
Metro Category:			Est. Prior.		Metro In-Kind Match:					\$0.00									
CFDA #			93.917		Is Council approval required?					<input checked="" type="checkbox"/>									
Project Description:			Applic. Submitted Electronically?					<input type="checkbox"/>											
<p>This grant is to provide HIV related care and support services for those persons affected by HIV disease who do not have sufficient health care coverage or financial resources and are seeking such services. Amendment 1 adds an additional \$46,400.00 to the previous amount of \$54,700.00 for a new grand total of \$101,100.00 and extends the end date from 3/31/21 to 3/31/22.</p>																			
Plan for continuation of service after expiration of grant/Budgetary Impact:																			
Services will continue on local 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:			0.75		Actual number of positions added:			0.00											
Departmental Indirect Cost Rate			22.91%		Indirect Cost of Grant to Metro:			\$23,160.59											
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No			% Allow.		9.14%		Ind. Cost Requested from Grantor:			\$5,000.00		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	\$13,675.00			\$0.00		\$0.00	\$13,675.00	\$3,132.75	\$1,250.00
Yr 2	FY21	\$52,625.00			\$0.00		\$0.00	\$52,625.00	\$12,055.65	\$3,750.00
Yr 3	FY22	\$34,800.00			\$0.00		\$0.00	\$34,800.00	\$7,972.19	\$2,000.00
Yr 4	FY									
Yr 5	FY									
Total		\$101,100.00	\$0.00	\$0.00	\$0.00		\$0.00	\$101,100.00	\$23,160.59	\$7,000.00
Date Awarded:		02/23/21			Tot. Awarded:	\$46,400.00	Contract#:	34349-85920-1		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 5/13/13
5192




GCP Rec'd
02/25/21

GCP Approved
02/26/21

VW



GRANT AMENDMENT

Agency Tracking # 34349-85920	Edison ID 67709	Contract # GG2067709	Amendment # 1						
Contractor Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4						
Amendment Purpose & Effect(s) HIV/AIDS Core Medical Services and Early Intervention Services									
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: March 31, 2022							
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			+\$46,400						
Funding —									
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount				
2020		\$13,675			\$13,675				
2021		\$52,625			\$52,625				
2022		\$34,800			\$34,800				
TOTAL:		\$101,100			\$101,100				
<table border="1"> <tr> <td> 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.  </td> <td> CPO USE GG-20-67709-01 </td> </tr> <tr> <td> Speed Chart (optional) HL00006855 </td> <td> Account Code (optional) 71304000 </td> </tr> </table>						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 GG-20-67709-01	Speed Chart (optional) HL00006855	Account Code (optional) 71304000
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 GG-20-67709-01								
Speed Chart (optional) HL00006855	Account Code (optional) 71304000								

AMENDMENT 1 OF GRANT CONTRACT GG2067709

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 row is added to the bottom of Grant Contract section A.6.Table 1:

Program/Category of Service	Deadline for Reporting	Notes/Description	Ryan White Contact for Submitting the Required Reporting/Data
Program Income Outside of Ryan White Part B Funding	July 15, October 15, January 15, April 15	Please see A6f, for more information	Josh Rosenfeld (joshua.rosenfeld@tn.gov) Stephanie Thomas (stephanie.d.thomas@tn.gov)

2. The following is added as Grant Contract Section A.6.f:
 - f. The Grantee shall complete Attachment [10], "Program Income Outside of Ryan White Part B Funding", and complete quarterly regarding program income reporting, as noted in Table 1.
3. Grant Contract Section B is deleted in its entirety and replaced as follows:

B. TERM OF CONTRACT:

 - B.1. This Grant Contract shall be effective on April 1, 2020 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
 - B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed thirty-six (36) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
4. 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 Hundred One Thousand One Hundred Dollars (\$101,100.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 4, 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.
5. Grant Contract Attachments 1, 2, 3, and 4 are deleted in their entirety and replaced with the new attachments 1, 2, 3, and 4 attached hereto.
6. Grant Contract Attachment 10 attached hereto is added as a new attachment.

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

5EE94599A8D6403...

Interim Administrative Director
Metro Public Health Department

2/12/2021

Date

DocuSigned by:

Alex Jahangir

7F973F49A06A4DF...

Chair, Board of Health

2/12/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumboltz

Director, Department of Finance

3/3/2021

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

Director of Risk Management Services

3/3/2021

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Miki Eke

Metropolitan Attorney

3/3/2021

Date

Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Lisa Piercey, MD, MBA, FAAP
Commissioner

Date

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	Prepared By		Total Service Category Funds				
			Allocation		Expenditure		
Service Category Name: Case Management (Non-Medical)			\$ -		\$ -		
Service Category Goal: Provide Case Management Services in order to facilitate and support PLWHA's access, to HIV medical care and access to other needed services in order to enhance their ability to effectively manage their HIV disease.							
Stage of the HIV Care Continuum related to this service category: Diagnosed; Linked to Care; Retained in Care							
1. Objectives:	2. Service Unit Definition:	3. Quantity:				4. Funds:	
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be provided		Provide the approximate and actual amount of funds to be used to provide this service.	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Provide Case Management initial assessment , service planning, monitoring and follow-up activities based on identified need to 90% of PLWA.	15 Minute Increments (Office Visit, Non Face-to-face, etc.)					\$ -	\$ -
b: Provide Case Management reassessment , service planning, monitoring and follow-up activities based on identified need to 90% of PLWA.	15 Minute Increments (Office Visit, Non Face-to-face, etc.)					\$ -	\$ -
c: Provide ongoing Case Management services.	15 Minute Increments (Office Visit, Non Face-to-face, etc.)					\$ -	\$ -
d: Provide Non-Face to Face Case Management	Connected Phone Call					\$ -	\$ -
e: 100% of eligible clients have been accurately entered into RWES.	1 Unit = 1 RWES Record					\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category:							
HAB MCM Care Plan Measure: Medical Case Management: Care Plan		Baseline: Numerator/Denominator, % 1375/1500, 92%		Target: Numerator/Denominator, % 1450/1500, 97%		Actual: Numerator/Denominator, %	
HAB MCM Care Plan Measure: HIV Medical Visit Frequency		Baseline: Numerator/Denominator, % 1375/1500, 92%		Target: Numerator/Denominator, % 1450/1500, 97%		Actual: Numerator/Denominator, %	
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
						Total Service Category Funds	
						Allocation	Expenditure
Service Category Name: Early Intervention Services - Corrections Navigation						\$ -	\$ -
Service Category Goal: Improve rates of linkage, re-engagement and retention in medical care by providing linkage services to HIV positive inmates upon release from prison.							
Stage of the HIV Care Continuum related to this service category: Linked to Care, Retained in Care							
1. Objectives:		2. Service Unit Definition:		3. Quantity:		4. Funds:	
List SMART objectives that support the service goal listed above.		Define the service unit to be provided		Number of people to be served		Total Number of service units to be	
				Annual Target		Actual	
				Annual Target		Actual	
a: Link 75% of recently released clients to medical services, within 30 days after their release date.		15 Minute Increments				\$ -	\$ -
b: 75% of recently released clients have been referred to housing, employment and transportation services will actually receive assistance within 30 days of release.		15 Minute Increments				\$ -	\$ -
c: 75% of recently released clients have received follow-up services to determine if they remain in care after six (6) months.		15 Minute Increments				\$ -	\$ -
d: Provide pre-release Correctional Navigation services to 75% of clients currently in a facility that will be released <90 days.		15 Minute Increments				\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HAB Systems-Level Measures: Linkage to HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				67/75, 90%		18/23, 78%	
HHS Measure: Retention in HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				60/67, 90%		13/18, 75%	
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
						Total Service Category Funds	
						Allocation	Expenditure
Service Category Name: Early Intervention Services - Re-engagement and Linkage to Care						\$ -	\$ -
Service Category Goal: Improve rates of linkage, re-engagement and retention in medical care by providing linkage services to newly diagnosed HIV positive clients and PLWHA who have fallen out of care for 12 months or longer.							
Stage of the HIV Care Continuum related to this service category: Linked to Care; Retained in Care							
1. Objectives:	2. Service Unit Definition:	3. Quantity:				4. Funds:	
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be		Provide the approximate amount of funds to be used to provide this	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Link 95% of new PLWHA to medical services within 30 days of diagnosis.	15 Minutes of Linkage Activities						
b: Investigate at least 90% of PLWHA (referred to the program) with no known medical visits within the past 12 months to verify their current care status.	15 Minute Record Search					\$ -	\$ -
c: Locate 50% of known PLWHA who had no known medical visits within the past 12 months	15 minutes of Attempts to Contact/Locate (phone calls, field visits, letters)					\$ -	\$ -
d: 1) Re-engage and link 40% of known PLWHA (who were located and had no known medical visits within the past 12 months) within 30 days of locating the client.	15 minutes of Re-engagement Activities (provider communication, transportation, provider visits)					\$ -	\$ -
d: 2) Re-engage and link 50% of known PLWHA (who were located and had no known medical visits within the past 12 months) within 6 months of locating the client.	15 minutes of Re-engagement Activities (provider communication, transportation, provider visits)					\$ -	\$ -
e: Follow up with PLWHA re-engaged in care and verify that 50% are retained in care	15 Minute Record Search					\$ -	\$ -
f: Verify that 50% of PLWHA, with a known medical visit within the past 12 months, achieve viral suppression	15 Minute Record Search					\$ -	\$ -
g: Make in-person contact with six points of entry across the state of Tennessee during the grant year to inform the providers of linkage services and where to refer clients for HIV care.	15 Minute Increments					\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HAB Systems-Level Measures: Linkage to HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		77/495, 16%		75/500, 15%			
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		882/880, 100%		750/750, 100%			
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		217/420, 50%		375/750, 50%			
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		90/217, 41%		150/375, 40%			
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		8,088/15,319, 53%		8,088/15,319, 53%			
HHS Measure: Viral Load Suppression Among Persons in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		7,979/15,319, 52%		7,979/15,319, 52%			
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		N/a		6/6, 100%			
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
Service Category Name: Emergency Financial Assistance				Total Service Category Funds			
				Allocation		Expenditure	
				\$ -		\$ -	
Service Category Goal: Meet the emergency financial needs of PLWHAs by providing utility and emergency formulary pharmaceutical assistance.							
Stage of the HIV Care Continuum related to this service category: Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:		2. Service Unit Definition:		3. Quantity:		4. Funds:	
List SMART objectives that support the service goal listed above.		Define the service unit to be provided		Number of people to be served		Total Number of service units to be provided	
				Annual Target		Actual	
				Annual Target		Actual	
a: Provide emergency financial assistance for 90% of PLWA's utilities not covered by other municipal, state or federal programs (HOWPA, etc.).		1 Utility Bill Paid = 1 Unit					
						\$ -	
						\$ -	
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Retention in HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				17/20, 85%		20/20, 100%	
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	0	Prepared By	0	Total Service Category Funds			
				Allocation	Expenditure		
Service Category Name: Food Bank / Home-based Meal Services				\$	-	\$	-
Service Category Goal: Provide food in order to improve nutritional status of PLWHA and enhance medication adherence.							
Stage of the HIV Care Continuum related to this service category: Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:		4. Funds:			
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be provided		Provide the approximate amount of funds to be used to provide this service.	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Provide Food Voucher / Cards for 90% of clients referred and/or individual requests.	\$20 = 1 Unit						
b: Provide Food Bag / Box for 90% of clients referred and/or individual requests.	\$20 = 1 Unit						
c: Provide Home Delivered Meals for 90% of clients referred and/or individual requests.	\$20 = 1 Unit						
d: Provide Hygiene Kits for 90% of clients referred and/or individual requests.	\$15 = 1 Unit						
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		1520/1575, 96%		1550/1600, 97%			
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
Service Category Name: Health Insurance Premium and Cost Sharing Assistance						Total Service Category Funds	
						Allocation	
						\$	-
Service Category Goal: Provide financial assistance in the form of premiums, co-pays and deductibles.							
Stage of the HIV Care Continuum related to this service category: Retained in Care							
1. Objectives:		2. Service Unit Definition:		3. Quantity:		4. Funds:	
List SMART objectives that support the service goal listed above.		Define the service unit to be provided		Number of people to be served		Total Number of service units to be	
				Annual Target		Actual	
				Target		Actual	
		Premiums ONLY				\$ -	
		Copays ONLY				\$ -	
		Deductible ONLY				\$ -	
		Premiums & Copay ONLY				\$ -	
		Premiums & Deductible ONLY				\$ -	
		Copays/Deductibles ONLY				\$ -	
		All 3 - Premium/Copay/Deductible				\$ -	
		Benefits Management Services				\$ -	
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Retention in HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				4900/5000, 98%		3000/4900, 62%	
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	0			Prepared By	0		Total Service Category Funds
						Allocation	Expenditure
Service Category Name: Housing Services						\$ -	\$ -
Service Category Goal: Provide short-term housing assistance to PLWHA's to enhance maintenance and adherence to HIV medical care and services.							
Stage of the HIV Care Continuum related to this service category: Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:				4. Funds:	
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be provided		Provide the approximate amount of funds to be used to provide this service.	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Provide housing assistance in the form of payment of Rent.	1 Rent Bill Paid = 1 Unit					\$ -	\$ -
b: Provide housing assistance in the form of payment of Hotel.	1 Hotel Night Paid = 1 Unit					\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Housing Status		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		N/a		188/250, 75%			
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	0	Prepared By	0	Total Service Category Funds			
				Allocation	Expenditure		
Service Category Name: MAI - Outreach				\$	-	\$	-
Service Category Goal: Ensure access and linkage to quality medical nutrition services for all eligible HIV/AIDS diagnosed residents of Tennessee.							
Stage of the HIV Care Continuum related to this service category: Linked to Care; Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:		4. Funds:			
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be		Provide the approximate amount of funds to be used to provide this	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: 80% of newly diagnosed minority individuals not engaged in care will be successfully linked to medical care.	15 Minute Increments					\$ -	\$ -
b: 67% of previously diagnosed individuals with no evidence of medical visits or viral load draws have been successfully linked to medical care.	15 Minute Increments					\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
HAB Systems-Level Measures: Linkage to HIV Medical Care		71/75, 95%		75/75, 100%			
		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
HAB Systems-Level Measures: Linkage to HIV Medical Care		71/75, 95%		75/75, 100%			
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
Service Category Name: Medical Case Management						Total Service Category Funds	
						Allocation	Expenditure
						\$ -	\$ -
Service Category Goal: Provide Medical Case Management assistance to PLWHA to determine eligibility and enhance maintenance and adherence to HIV medical care and services.							
Stage of the HIV Care Continuum related to this service category: Linked to Care; Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:		2. Service Unit Definition:		3. Quantity:		4. Funds:	
List SMART objectives that support the service goal listed above.		Define the service unit to be provided		Number of people to be served		Total Number of service units to be provided	
				Annual Target		Actual	
a: Provide Medical Case Management assessment, service planning, monitoring and follow-up activities based on identified need to 90% of PLWA.		15 Minute Increments (Office Visit)					
b: Provide Medical Case Management reassessment, service planning, monitoring and follow-up activities based on identified need to 90% of PLWA.		15 Minute Increments (Office Visit)					
c: Provide on going Medical Case Management services.		15 Minute Office Visit					
d. Provide Non-Face to Face Medical Case Management		Connected Phone Call					
e. 100% of eligible clients have been accurately entered into RWES.		1 Unit = 1 RWES Record					
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HAB MCM Care Plan Measure: Medical Case Management: Care Plan				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				6000/7400, 81%		6800/7400, 92%	
HAB ADAP Measures:ADAP: Eligibility Recertification				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				5400/6000, 90%		6120/6800, 90%	
HAB ADAP Measures:ADAP: Application Determination				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				6000/7400, 81%		6800/7400, 92%	
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	0	Prepared By	0	Total Service Category Funds			
				Allocation	Expenditure		
Service Category Name: Medical Case Management - Housing				\$	-	\$	-
Service Category Goal: Provide Medical Case Management Services in order to facilitate and support PLWHA's access to permanent housing to enable an individual or family to gain or maintain their ability to effectively manage their HIV disease.							
Stage of the HIV Care Continuum related to this service category: Linked to Care; Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:		4. Funds:			
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be provided		Provide the approximate amount of funds to be used to provide this service.	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Provide Medical Case Management housing assessment , service planning, monitoring, follow-up activities and advocacy services to help maintain client in permanent housing.	15 Minute Increments					\$ -	\$ -
b: Provide Medical Case Management housing reassessment , service planning, monitoring, follow-up activities and advocacy services to help maintain client in permanent housing.	15 Minute Increments					\$ -	\$ -
c: Provide ongoing Medical Case Management housing services.	15 Minute Increments					\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Housing Status		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		N/a		500/750, 67%			
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
Service Category Name: Medical Nutrition						Total Service Category Funds	
						Allocation	
						\$	-
Service Category Goal: Ensure access and linkage to quality medical nutrition services for all eligible HIV/AIDS diagnosed residents of Tennessee.							
Stage of the HIV Care Continuum related to this service category: Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:		2. Service Unit Definition:		3. Quantity:		4. Funds:	
List SMART objectives that support the service goal listed above.		Define the service unit to be provided		Number of people to be served		Total Number of service units to be	
				Annual Target		Actual	
a: 100% of clients receiving medical nutrition services have been linked (receive at least one medical visit with a provider with prescribing privileges) to medical care.		15 Minute Increments					
b: 80% of clients receiving medical nutrition services have been retained (receive at least two medical visits with a provider with prescribing privileges) in medical care.		15 Minute Increments					
						\$	-
						\$	-
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Retention in HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				50/52, 96%		52/52, 100%	
TDH or United Way Feedback:							

ATTACHMENT 1

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
						Total Service Category Funds	
						Allocation	Expenditure
Service Category Name: Medical Transportation						\$ -	\$ -
Service Category Goal: Provide transportation services to PLWHA s in order to access HIV medical care and other services.							
Stage of the HIV Care Continuum related to this service category: Linked to Care; Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:				4. Funds:	
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be provided		Provide the approximate amount of funds to be used to provide this service.	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Provide Bus Tokens / Pass for 90% of clients referred and/or individual requests.	\$20 = 1 Unit					\$ -	\$ -
b: Provide Mileage Reimbursement (i.e. gas card / voucher) for 90% of clients referred and/or individual requests.	\$20 = 1 Unit						
c: Provide Taxi Rides (Emergency Only) for 90% of clients referred and/or individual requests.	\$20 = 1 Unit					\$ -	\$ -
d: Provide Agency Based Transportation for 90% of clients referred and/or individual requests.	\$20 = 1 Unit						
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		N/a		550/750, 73%			
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		N/a		300/500, 60%			
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		N/a		25/25, 100%			
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		N/a		225/225, 100%			
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	0	Prepared By	0	Total Service Category Funds			
				Allocation	Expenditure		
Service Category Name: Mental Health				\$ -	\$ -		
Service Category Goal: Provide Outpatient Mental Health Treatment Services based on national best practice models in order to enhance maintenance and adherence to HIV medical care and services.							
Stage of the HIV Care Continuum related to this service category: Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:		4. Funds:			
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be provided		Provide the approximate amount of funds to be used to provide this service.	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Provide 90% of PLWHA comprehensive "Individual" outpatient Mental Health Services.	15 Minute Increments					\$ -	\$ -
b: Provide 90% of PLWHA comprehensive "Group" outpatient Mental Health Services.	15 Minute Increments					\$ -	\$ -
c: Provide 90% of PLWHA comprehensive diagnostic evaluation and treatment from a "Psychiatrist" or "Psychiatric Nurse."	15 Minute Increments					\$ -	\$ -
d: Referrals for psychiatric assessment/treatment or inpatient mental health treatment.	1 Referral					\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, % 345/450, 76%		Target: Numerator/Denominator, % 500/550, 90%		Actual: Numerator/Denominator, %	
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, % 120/150, 80%		Target: Numerator/Denominator, % 135/50, 90%		Actual: Numerator/Denominator, %	
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, % N/a		Target: Numerator/Denominator, % 50/75, 67%		Actual: Numerator/Denominator, %	
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	0	Prepared By		0		Total Service Category Funds	
						Allocation	Expenditure
Service Category Name: Oral Health Services						\$ -	\$ -
Service Category Goal: Provide Oral Health Services in order to maintain or improve oral health and the overall health status of PLWHAs.							
Stage of the HIV Care Continuum related to this service category: Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:				4. Funds:	
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be provided		Provide the approximate amount of funds to be used to provide this service.	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Provide diagnostic, preventative, restorative and prosthetic dental care services for 75% of clients.	1 Oral Health Care Visit = 1 Unit					\$ -	\$ -
b. Oral health Case Management service planning , appointment follow up and associated activities.	15 Minute Increments						
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
HAB Oral Care Measures: Oral Health Services: Dental Treatment Plan							
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	0			Prepared By	0		Total Service Category Funds
						Allocation	Expenditure
Service Category Name: Outpatient Ambulatory Medical Care						\$ -	\$ -
Service Category Goal: Improve health outcomes by providing HIV medical care to people living with HIV that is consistent with the most recent DHHS Guidelines.							
Stage of the HIV Care Continuum related to this service category: Linked to Care; Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:				4. Funds:	
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be		Provide the approximate amount of funds to be used to provide this	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a. Clients who were seen this quarter who have received Outpatient / Ambulatory services.	1 unit = 1 Visit						
b. Clients who were seen this quarter who have attend at least two medical visits with a provider with prescribing privileges in the past 12 months.	1 unit = 1 Visit					\$ -	-
c. Clients who were seen this quarter who have been virally suppressed in the past 12 months.	1 unit = 1 Visit					\$ -	\$ -
d. Clients who were seen this quarter who have been prescribed ART.	1 unit = 1 Visit					\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HAB Core Measures: HIV Medical Visit Frequency		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		4950/5000, 99%		4680/5200, 90%			
HHS Measure: Viral Load Suppression Among Persons in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		3500/5000, 70%		3750/5000, 75%			
HAB Core Measures: Prescription of HIV Antiretroviral Therapy		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		4750/5000, 95%		4680/5200, 90%			
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name	0	Prepared By	0	Total Service Category Funds			
				Allocation	Expenditure		
Service Category Name: Psychosocial Support Services				\$	-	\$	-
Service Category Goal: Improve or maintain the emotional well-being of PLWHAs in order to enhance the activities of daily living and access to HIV medical care and services.							
Stage of the HIV Care Continuum related to this service category: Retained in Care; Virally Suppressed							
1. Objectives:	2. Service Unit Definition:	3. Quantity:		4. Funds:			
List SMART objectives that support the service goal listed above.	Define the service unit to be provided	Number of people to be served		Total Number of service units to be provided		Provide the approximate amount of funds to be used to provide this service.	
		Annual Target	Actual	Annual Target	Actual	Allocation	Expenditure
a: Provide 90% of clients with individual "PEER" support to PLWHA.	15 Minute Increments						
b: Provide 90% of clients with group "PEER" support to PLWHA.	15 Minute Increments						
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Retention in HIV Medical Care		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
		178/200, 89%		200/220, 90%			
		Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %		Actual: Numerator/Denominator, %	
HHS Measure: Retention in HIV Medical Care		N/a		68/75, 90%			
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
Service Category Name: Referral for Health Care / Support Services						Total Service Category Funds	
						Allocation	Expenditure
						\$ -	\$ -
Service Category Goal: Provide telephone referral services to engage and maintain clients in HIV medical care and services.							
Stage of the HIV Care Continuum related to this service category: Linked to Care							
1. Objectives:		2. Service Unit Definition:		3. Quantity:		4. Funds:	
List SMART objectives that support the service goal listed above.		Define the service unit to be provided		Number of people to be served		Total Number of service units to be provided	
				Annual Target		Actual	
a: Provide a client with referral resources through telephone communication.		15 Minute Increments					
				Annual Target		Actual	
						Allocation	
						Expenditure	
						\$ -	
						\$ -	
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HAB Systems-Level Measures: Linkage to HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				1400/1500, 93%		1400/1500, 93%	
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
						Total Service Category Funds	
						Allocation	Expenditure
Service Category Name: Substance Abuse						\$ -	\$ -
Service Category Goal: Provide outpatient substance abuse treatment services based on national best practice models to PLWHA who are abusing Alcohol or Other Drugs (AOD) in order to enhance maintenance in and adherence to HIV medical care and treatment.							
Stage of the HIV Care Continuum related to this service category: Retained in Care; Prescribed Antiretroviral Therapy; Virally Suppressed							
1. Objectives:		2. Service Unit Definition:		3. Quantity:		4. Funds:	
List SMART objectives that support the service goal listed above.		Define the service unit to be provided		Number of people to be served		Total Number of service units to be provided	
				Annual Target		Actual	
				Annual Target		Actual	
a: Provide 90% of clients PLWA with "individual" Substance Abuse Treatment.		15 Minute Increments				\$ -	\$ -
b: Provide 90% of clients PLWHA with "group" outpatient substance use / abuse treatment.		15 Minute Increments				\$ -	\$ -
c: Make referrals for linkage to inpatient Alcohol + Drug treatment services as clinically indicated.		15 Minute Increments				\$ -	\$ -
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: Retention in HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				N/a		180/200	
HHS Measure: Retention in HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				N/a		50/75, 93%	
HAB Systems -Level Measures: Linkage to HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
				N/a		25/50, 50%	
TDH or United Way Feedback:							

Ryan White Part B Implementation Plan: Service Category Table							
Provider Name		0		Prepared By		0	
Service Category Name: MAI - Health Education / Risk Reduction						Total Service Category Funds	
						Allocation	
						\$	-
						\$	-
Service Category Goal: Ensure communities of color/minority populations receive education about HIV disease, the importance of HIV treatment, and increase awareness of care and treatment services with an emphasis on ADAP services.							
Stage of the HIV Care Continuum related to this service category: Diagnosed; Linked to Care							
1. Objectives:		2. Service Unit Definition:		3. Quantity:		4. Funds:	
List SMART objectives that support the service goal listed above.		Define the service unit to be provided		Number of people to be served		Total Number of service units to be	
				Annual Target		Actual	
				Annual Target		Actual	
a: Conduct outreach activities in venues for at-risk populations.		15 Minute Increments					
b: PLWA have been referred to Primary Medical Care / Centers of Excellence and Medical Care Management services.		15 Minute Increments					
c. Follow up with PLWHA that have been retained in care for at least 12 months.		15 Minute Increments					
5. Unduplicated: Provide the number of unduplicated clients served.							
Outcome: HHS/ HAB Performance Measure related to the Objectives above in this service category: (Use an Outcome from the list included)							
HHS Measure: HIV Positivity				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
HAB Systems-Level Measure: Linkage to HIV Medical Care				Baseline: Numerator/Denominator, %		Target: Numerator/Denominator, %	
TDH or United Way Feedback:							

Multi Budget Supplemental Sheet
Ryan White Part B Program
April 2021 - March 2022 Annual Budget for Core Medical Services

Contract Name:

Contract #:

	OAMC	MCM	MH	EIS	MNT	SAOut	CM(non)	EFA	FB/HDM	H	MedT	PSY	REF	Total Budget
Line Item														
Salaries														\$ -
Benefits														\$ -
Professional Fee/Grant & Award														\$ -
Supplies														\$ -
Telephone														\$ -
Postage & Shipping														\$ -
Occupancy														\$ -
Equipment Rental & Maintenance														\$ -
Printing & Publications														\$ -
Travel/Conferences & Meetings														\$ -
Interest														\$ -
Insurance														\$ -
Specific Assistance to Individuals														\$ -
Depreciation														\$ -
Other Non Personnel														\$ -
Capital Purchase														\$ -
Indirect Cost														\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue														
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OAMC - Outpatient Ambulatory	SAOut - Substance Abuse Outpatient	MedT - Medical Transportation
MCM - Medical Case Management	CM (non) - Case Management (non)	PSY - Psychological Support
MH - Mental Health	EFA - Emergency Financial Assistance	REF - Referral
EIS - Early Intervention Services	FB/HDM - Food Bank/Home Delivered Meals	
MNT - Medical Nutrition Therapy	H - Housing	

Effective November 24, 2020

Multi Budget Supplemental Sheet
Ryan White Part B Program
April 2021 - March 2022 Annual Budget for Support Services

Contract Name:

Contract #:

	OAMC	MCM	MH	EIS	MNT	SAOut	CM(non)	EFA	FB/HDM	H	MedT	PSY	REF	Total Budget
Line Item														
Salaries														\$ -
Benefits														\$ -
Professional Fee/Grant & Award														\$ -
Supplies														\$ -
Telephone														\$ -
Postage & Shipping														\$ -
Occupancy														\$ -
Equipment Rental & Maintenance														\$ -
Printing & Publications														\$ -
Travel/Conferences & Meetings														\$ -
Interest														\$ -
Insurance														\$ -
Specific Assistance to Individuals														\$ -
Depreciation														\$ -
Other Non Personnel														\$ -
Capitla Purchase														\$ -
Indirect Cost														\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue														
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OAMC - Outpatient Ambulatory	SAOut - Substance Abuse Outpatie	MedT - Medical Transportation
MCM - Medical Case Management	CM (non) - Case Management Non-me	PSY - Psychological Support
MH - Mental Health	EFA - Emergency Financial Assistan	REF - Referral
EIS - Early Intervention Services	FB/HDM - Food Bank/Home Delivered Meals	
MNT - Medical Nutrition Therapy	H - Housing	

Effective November 24, 2020

Multi Budget Supplemental Sheet
Ryan White Part B Program
April 2021 - March 2022 Monthly for Core Medical Services

Contract Name:

Contract #:

	OAMC	MCM	MH	EIS	MNT	SAOut	CM(non)	EFA	FB/HDM	H	MedT	PSY	REF	Total Budget
Line Item														
Salaries														\$ -
Benefits														\$ -
Professional Fee/Grant & Award														\$ -
Supplies														\$ -
Telephone														\$ -
Postage & Shipping														\$ -
Occupancy														\$ -
Equipment Rental & Maintenance														\$ -
Printing & Publications														\$ -
Travel/Conferences & Meetings														\$ -
Interest														\$ -
Insurance														\$ -
Specific Assistance to Individuals														\$ -
Depreciation														\$ -
Other Non Personnel														\$ -
Capitol Purchase														\$ -
Indirect Cost														\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue														
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OAMC - Outpatient Ambulatory	SAOut - Substance Abuse Outpatient	MedT - Medical Transportation
MCM - Medical Case Management	CM (non) - Case Management (non-n	PSY - Psychological Support
MH - Mental Health	EFA - Emergency Financial Assistance	REF - Referral
EIS - Early Intervention Services	FB/HDM - Food Bank/Home Delivered Meals	
MNT - Medical Nutrition Therapy	H - Housing	

Effective November 24, 2020

Multi Budget Supplemental Sheet
Ryan White Part B Program
April 2021 - March 2022 Monthly for Support Services

Contract Name:
Contract #:

	OAMC	MCM	MH	EIS	MNT	SAOut	CM(non)	EFA	FB/HDM	H	MedT	PSY	REF	Total Budget
Line Item														
Salaries														\$ -
Benefits														\$ -
Professional Fee/Grant & Award														\$ -
Supplies														\$ -
Telephone														\$ -
Postage & Shipping														\$ -
Occupancy														\$ -
Equipment Rental & Maintenance														\$ -
Printing & Publications														\$ -
Travel/Conferences & Meetings														\$ -
Interest														\$ -
Insurance														\$ -
Specific Assistance to Individuals														\$ -
Depreciation														\$ -
Other Non Personnel														\$ -
Captial Purchase														\$ -
Indirect Cost														\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue														
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OAMC - Outpatient Ambulatory	SAOut - Substance Abuse Outpatient	MedT - Medical Transportation
MCM - Medical Case Management	CM (non) - Case Management (non-medical)	PSY - Psychological Support
MH - Mental Health	EFA - Emergency Financial Assistance	REF - Referral
EIS - Early Intervention Services	FB/HDM - Food Bank/Home Delivered Meals	
MNT - Medical Nutrition Therapy	H - Housing	

Effective November 24, 2020

ATTACHMENT 3**Federal Award Identification Worksheet**

Subrecipient' s name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient' s DUNS number	078217668
Federal Award Identification Number (FAIN)	Pending
Federal award date	Pending
CFDA number and name	93.917
Grant contract's begin date	April 1, 2020
Grant contract's end date	March 31, 2022
Amount of federal funds obligated by this grant contract	\$101,100
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	Pending
Name of federal awarding agency	Health Resources and Services Administration (HRSA)
Name and contact information for the federal awarding official	Pending
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)	Up to 10% of Award

ATTACHMENT 4

GRANT BUDGET

(BUDGET PAGE 1)

Ryan White Part B Core Medical Services-EIS				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2020, and ending March 31, 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	\$68,300.00	\$0.00	\$68,300.00
2	Benefits & Taxes	\$25,800.00	\$0.00	\$25,800.00
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 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	\$7,000.00	\$0.00	\$7,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$101,100.00	\$0.00	\$101,100.00

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/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 4

GRANT BUDGET

(BUDGET PAGE 2)

Ryan White Part B Core Medical Services-EIS				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2020, and ending March 31, 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	\$35,700.00	\$0.00	\$35,700.00
2	Benefits & Taxes	\$14,000.00	\$0.00	\$14,000.00
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 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% of s&b)	\$5,000.00	\$0.00	\$5,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$54,700.00	\$0.00	\$54,700.00

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/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 4 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 3)

SALARIES								AMOUNT
Melody Quarles, Communicable Disease Investigator	4,392.09	x	3	x	0.15	+		\$1,976.44
Melody Quarles, Communicable Disease Investigator	4,523.85	x	9	x	0.15	+	140 Longevity	\$6,247.20
Crystal Witt, Communicable Disease Investigator	3,941.63	x	3	x	0.15	+		\$1,773.73
Crystal Witt, Communicable Disease Investigator	4,059.88	x	9	x	0.15	+	53 Longevity	\$5,533.84
Rashanda Ridley, Program Coordinator	4,175.59	x	3	x	0.15	+		\$1,879.02
Rashanda Ridley, Program Coordinator	4,300.86	x	9	x	0.15	+	78 Longevity	\$5,884.16
John George Michael, Communicable Disease Investigator	3,378.55	x	3	x	0.15	+		\$1,520.35
John George Michael, Communicable Disease Investigator	3,479.91	x	9	x	0.15	+		\$4,697.88
Marty Carpenter, Communicable Disease Investigator	3,378.55	x	3	x	0.15	+		\$1,520.35
Marty Carpenter, Communicable Disease Investigator	3,479.91	x	9	x	0.15	+		\$4,697.88
ROUNDED TOTAL								\$35,700.00

ATTACHMENT 4

GRANT BUDGET

(BUDGET PAGE 4)

Metropolitan Government of Nashville and Davidson County - HIV Core-EIS				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2021, and ending March 31, 2022.				
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	\$32,600.00	\$0.00	\$32,600.00
2	Benefits & Taxes	\$11,800.00	\$0.00	\$11,800.00
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 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 (4.5% and salaries and benefits)	\$2,000.00	\$0.00	\$2,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$46,400.00	\$0.00	\$46,400.00

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/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 4 (continued)**GRANT BUDGET LINE-ITEM DETAIL****(BUDGET PAGE 5)**

SALARIES							AMOUNT
Melody Quarles, Communicable Disease Investigator	4,523.85	x	15%	x	3		\$2,035.73
Melody Quarles, Communicable Disease Investigator	4,569.09	x	15%	x	9		\$6,168.27
Vacant, Communicable Disease Investigator	3,412.00	x	10%	x	3		\$1,023.60
Vacant, Communicable Disease Investigator	3,446.12	x	10%	x	9		\$3,101.50
Danielle Duke, Program Coordinator	4,175.60	x	15%	x	3		\$1,879.02
Danielle Duke, Program Coordinator	4,217.36	x	15%	x	9		\$5,693.43
John George Michael, Communicable Disease Investigator	3,479.91	x	15%	x	3		\$1,565.95
John George Michael, Communicable Disease Investigator	3,514.71	x	15%	x	9		\$4,744.85
Erene Bell, Communicable Disease Investigator	3,529.95	x	15%	x	3		\$1,588.47
Erene Bell, Communicable Disease Investigator	3,565.25	x	15%	x	9		\$4,813.09
ROUNDED TOTAL							\$32,600.00

Program Income Outside of Ryan White Part B Funding

Description:	Per HIV/AIDS Bureau Policy Clarification 15-03, program income is defined as, "gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as HIV/AIDS Bureau Policy 15-03 provided on 45 CFR § 75.307(f)." Policy Clarification 15-03 also states that Ryan White programs must monitor and track program income earned by subrecipients. Please feel free to refer to Policy Clarication 15-03 at: https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf
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Directions:	Please complete the table below with regards to the program income earned by your organization during the quarter. Please disaggregate and list the amount of program income earned, and provide a quick description of the program income. Do not submit one aggregated amount per quarter. Please feel free to add more lines for your quarterly reporting as needed.
-------------	---

Deadline for Submission	Quarter 1 (April-June)- July 15 Quarter 2 (July-Sept)- Oct. 15 Quarter 3 (Oct-Dec)- Jan. 15 Quarter 4 (Jan-March)- Apr 15
-------------------------	--

Agency Name								
Contact Name								
Grant Year								
Reporting Period	Qtr 1		Qtr 2		Qtr 3		Qtr 4	
Program Income	Amount	Description of Program Income (i.e. 340b, Other Ryan White Grant, etc)	Amount	Description of Program Income (i.e. 340b, Other Ryan White Grant, etc)	Amount	Description of Program Income (i.e. 340b, Other Ryan White Grant, etc)	Amount	Description of Program Income (i.e. 340b, Other Ryan White Grant, etc)
	\$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	
	\$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	
Totals	\$0.00		\$0.00		\$0.00		\$0.00	



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-818, **Version:** 1

A resolution approving a contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Nurture the Next to provide funding for a program coordinator for the collective impact initiative, ACE Nashville.

WHEREAS, Metropolitan Charter Section 10.104 provides that the Board of Health has the duty to contract for such services as will further the program and policies of the Board, subject to confirmation by Resolution of Council; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, wishes to contract with Nurture the Next to provide funding for a program coordinator for the collective impact initiative, ACE Nashville; and,

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

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

Section 1. That the contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Nurture the Next to provide funding for a program coordinator for the collective impact initiative, ACE Nashville, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

Analysis

This resolution approves an agreement between the Metro Health Department and Nurture the Next to provide funding for a program coordinator for the collective impact initiative, All Children Excel (A.C.E.) Nashville. The Metro Health Department agrees to hire a fulltime coordinator for this initiative, which position will be funded by Nurture the Next in the amount of \$102,809. The term of the contract is from December 10, 2020 through December 9, 2021.

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND
NURTURE THE NEXT**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a metropolitan government of the State of Tennessee (hereinafter referred to as "MPHD") and **NURTURE THE NEXT** (hereinafter referred to as "Agency").

1. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1.1. Duties and Responsibilities

MPHD will hire a Program Coordinator on a full time basis for the collective impact initiative, ACE Nashville, and Agency will provide funding for that position, up to the contract value stated in term 3.1 below.

2. CONTRACT TERM

2.1. Contract Term

The term of this contract will be twelve (12) months, commencing on December 10, 2020 and ending December 9, 2021.

3. COMPENSATION

3.1. Contract Value

This contract has an estimated value of One hundred two thousand eight hundred nine dollars, (\$102,809.00). MPHD will invoice no more often than monthly, with all necessary supporting documentation.

3.2. Other Fees

There will be no other charges or fees for the performance of this contract.

3.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4. TERMINATION

4.1. Breach

Should Agency fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, MPHD shall have the right to immediately terminate the contract. Such termination shall not relieve Agency of any liability to MPHD for damages sustained by virtue of any breach by Agency.

4.2. Lack of Funding

Should funding for this contract be discontinued, MPHD shall have the right to terminate the contract immediately upon written notice to Agency.

4.3. Notice

MPHD may terminate this contract at any time upon thirty (30) days written notice to Agency. Should MPHD terminate this contract, the Agency, within thirty (30) days, shall reimburse MPHD the amount due for satisfactory work.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

It is the policy of the MPHD not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6. INSURANCE

6.1. Proof of Insurance

During the term of this contract, for any and all awards, Agency shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming MPHD as additional insured.

6.2. General Liability Insurance

Agency shall provide General Liability Insurance in the amount of one million dollars (\$1,000,000.00).

6.3. Other Insurance Requirements

Prior to commencement of services, Agency shall furnish MPHD with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except

on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

In addition to the provisions above, Agency shall:

Provide certified copies of endorsements and policies if requested by MPHD in lieu of or in addition to certificates of insurance.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

Any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000.00) must be disclosed to and approved by MPHD prior to the commencement of services.

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

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

7.2. Modification of Contract

This contract may be modified only by written amendment executed by all parties and their signatories hereto.

7.3. Partnership/Joint Venture

This contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this contract.

7.4. Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.5. Compliance with Laws

Agency agrees to comply with all applicable federal, state and local laws and regulations.

7.6. Taxes and Licensure

Agency shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

7.7. Ethical Standards

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

7.8. Indemnification and Hold Harmless

- A. Agency shall indemnify and hold harmless Metro, its officers, agents and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Agency, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract; and,
 - ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Agency, 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.
- B. In any and all claims against Metro, its officers, agents, or employees, by any employee of the Agency, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Agency or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- C. Metro will not indemnify, defend or hold harmless in any fashion the Agency from any claims arising from any failure, regardless of any language in any attachment or other document that the Agency may provide.
- D. Agency shall pay Metro any expenses incurred as a result of Agency's failure to fulfill any obligation in a professional and timely manner under this contract.

7.9. Attorney Fees.

Agency agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Agency shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

7.10. 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, provided that neither this contract nor any of the rights and obligations of Agency hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD.

7.11. Entire Contract

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

7.12. Force Majeure

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

7.13. Governing Law

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Agency may provide.

7.14. Venue

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

7.15. 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.

7.16. Notices and Designation of Agent for Service of Process

All notices to MPHD shall be mailed or hand delivered to:

Metropolitan Public Health Department
Director
2500 Charlotte Avenue
Nashville, TN 37209

Notices to Agency shall be emailed, mailed, or hand delivered to:

Nurture the Next
Kristen Davis, CEO
600 Hill Avenue
Suite 202
Nashville TN, 37210

7.17. Effective Date

This contract shall not be binding upon the parties until it has been signed first by the Agency and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The date upon which this contract is filed with the Metro Clerk shall be referred to as the “Effective Date.”

7.18. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Agency certifies that to the best of its knowledge and belief, neither the Agency 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.

Signature page follows.

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

Agency:
Nurture the Next

By: [Signature]
Title: [Signature]

Sworn to and subscribed to before me, a
Notary Public, this 23rd
day of February, [Year] 2021
by Kristen Davis, the
Nurture the Next of Agency
and duly authorized to execute this
instrument on Agency's behalf.

[Signature]
Notary Public

My Commission Expires 10/2/2023



My Commission Expires Oct. 2, 2023

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

RECOMMENDED:

DocuSigned by:

5EE94599A8D6403...
Interim Administrative Director
Metro Public Health Department

2/25/2021
Date

APPROVED:

DocuSigned by:

7F973F43A06A0DF...
Chair, Board of Health

2/25/2021
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

6ACD297069E14E9...
Director of Finance

 
2/25/2021
Date

APPROVED AS TO INSURANCE:

DocuSigned by:

68804BF12FD741C...
Director of Insurance

2/25/2021
Date

APPROVED AS TO FORM AND LEGALITY:


Metropolitan Attorney

3/3/2021
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-819, **Version:** 1

A resolution accepting an Emergency Medical Service (EMS) Ambulance Assistance Program Grant from Horne, LLP, in conjunction with the Tennessee Department of Health, to the Metropolitan Government, acting by and through the Metropolitan Nashville Fire Department, for the purchase and installation of ambulance lighting.

WHEREAS, Horne, LLP, in conjunction with the Tennessee Department of Health, has awarded a grant in an amount not to exceed \$24,150.00 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Nashville Fire Department, for the purchase and installation of ambulance lighting; 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 (EMS) Ambulance Assistance Program Grant by and between Horne, LLP, in conjunction with the Tennessee Department of Health in an amount not to exceed \$24,150.00, to the Metropolitan Government, acting by and through the Metropolitan Nashville Fire Department, for the purchase and installation of ambulance lighting, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Fire Department based on the revenues estimated to be received and any match to be applied.

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

Analysis

This resolution accepts an Emergency Medical Service (EMS) Ambulance Assistance Program Grant from Horne, LLP, in conjunction with the Tennessee Department of Health, to the Metropolitan Government, acting by and through the Nashville Fire Department (NFD). The grant is an amount not to exceed \$24,150 with no local cash match required. The grant will be used for the purchase and installation of UV lighting in 42 ambulances. Horne, LLP is serving as a pass through agent for federal CARES Act funding, so NFD must adhere to the applicable recipient guidelines.

GRANT SUMMARY SHEET

Grant	Emergency Medical Service Ambulance Assistance Program 20-21
Department:	FIRE DEPARTMENT
Grantor:	TENNESSEE DEPARTMENT OF HEALTH
Pass-Through Grantor	HORNE LLP
Total Award this	\$24,150.00
Cash Match	\$0.00
Department	Leigh Anne Burtchaell 862-6364
Status	NEW

Program Description:

This grant award covers the purchase and installation of UV lights for ambulances as part of the CARES Act with the US Department of Health, TN Department of Health, and Horne LLP. NFD was selected as a recipient of these funds without applying for the grant.

Plan for continuation of services upon

NFD will fund through future 4% allocations.

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
FIRE DEPARTMENT	032	Leigh Anne Burtchaell				862-6364	214-3680
Grant Name:		Emergency Medical Service Ambulance Assistance Program 20-21					
Grantor:		TENNESSEE DEPARTMENT OF HEALTH				Other:	
Grant Period From:		03/01/20	(applications only) Anticipated Application Date:				
Grant Period To:		03/31/21	(applications only) Application Deadline:				
Funding Type:	OTHER	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.		
Pass-Thru:	HORNE	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$24,150.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically?		<input type="checkbox"/>			
This grant award covers the purchase and installation of UV lights for ambulances as part of the CARES Act with the US Department of Health, TN Department of Health, and Horne LLP. NFD was selected as a recipient of these funds without applying for the grant.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
NFD will fund through future 4% allocations							
How is Match Determined?							
Fixed Amount of \$	\$0.00	or	0.0%	% of Grant	Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				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				29.54%	Indirect Cost of Grant to Metro:		\$7,133.91
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No % Allow.				0.00%	Ind. Cost Requested from Grantor:		\$0.00 in budget
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$0.00	\$0.00	\$24,150.00				\$24,150.00	\$7,133.91	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$0.00	\$24,150.00	\$0.00		\$0.00	\$24,150.00	\$7,133.91	\$0.00
Date Awarded:		02/09/21		Tot. Awarded:		\$24,150.00		Contract#:		N/A
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
5183

GCP Rec'd
02/16/21

GCP Approved
02/16/21

VW



To: Nashville Fire Department

From: HORNE LLP

Date: 02/09/2021

Re: EMS Ambulance Assistance Program

Dear Mr. Frederick Smith,

We would like to confirm that Nashville Fire Department has been identified as a recipient of the EMS Ambulance Assistance Program. Recipients in this program will receive federal funding from the CARES Act Fund.

Nashville Fire Department has been allocated \$24,150. This allocation is based on having 42 ambulances. Each ambulance is eligible to receive up to \$575.00 total to cover equipment and installation costs.

Recipients are expected to adhere to the terms provided in the program guidelines:

<https://tncaresact.tn.gov/ems-program-guidelines>

As you know, all funds are limited by the terms of the CARES Act and regulation by the US Treasury and may only be used to cover expenses that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or governments; and
- were incurred during the period that begins on March 1, 2020 and ends on March 31, 2021.

Based on the facts and circumstances provided to HORNE LLP by Nashville Fire Department, we have determined the expense(s) are eligible under the terms of the CARES Act and regulation of the US Treasury, as well as the Tennessee CARES Act EMS Ambulance Assistance program.

Please note eligibility, and ultimately approval in TN CAMS, does also depend on the following items being provided within TN CAMS upon submission of the RFF:

- A detailed narrative describing the expenses, as well as why the expenses were necessary due to COVID-19.
- Adequate documentation, including but not limited to, (1) invoice, purchase or work order; (2) proof of payment for the good or service; (3) proof of delivery for the good or service as applicable.

In the event the recipient uses the funds for a purpose other than that outlined in the request noted above, funds may be required to be returned to the state.

Please let us know if you have additional questions.

Respectfully,

Rachelle Dominique

SIGNATURE PAGE

FOR

GRANT NO. 2021 EMS Ambulance Assistance Program

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



William Swann, Director-Chief
Fire Department

2-11-2021

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-820, **Version:** 1

A resolution accepting a Homeland Security Grant from the Tennessee Emergency Management Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, to fund costs related to enhancing cyber risk assessment, terrorism prevention, catastrophic event response, and environmental hazards.

WHEREAS, the Tennessee Emergency Management Agency, has awarded a Homeland Security Grant in an amount not to exceed \$298,042.00 with no cash match required to fund costs related to enhancing cyber risk assessment, terrorism prevention, catastrophic event response, and environmental hazards; 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 Homeland Security Grant by and between the Tennessee Emergency Management Agency, in an amount not to exceed \$298,042.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, to fund costs related to enhancing cyber risk assessment, terrorism prevention, catastrophic event response, and environmental hazards, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Office of Emergency Management 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 Homeland Security Grant from the Tennessee Emergency Management Agency to the Metropolitan Government, acting by and through the Office of Emergency Management. The grant will be used to fund costs related to enhancing cyber risk assessment, terrorism prevention, catastrophic even response, and environmental hazards. The grant is an amount not to exceed \$298,042 with no local cash match required. The grant term begins September 1, 2020 and ends on April 30, 2023.

GRANT SUMMARY SHEET

Grant	2020 Homeland Security 20-23
Department:	OFFICE OF EMERG. MGMT.
Grantor:	U.S. DEPARTMENT OF HOMELAND SECURITY
Pass-Through Grantor	DEPT. OF MILITARY, TN. EMERG. MGMT. AGENCY
Total Award this Cash Match	\$298,042.00 \$0.00
Department	Drusilla Martin 862-5462
Status	CONTINUATION

Program Description:

The purpose of the Fiscal Year (FY) 2020 HSGP is to support state, local and tribal efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. References to these priorities can be found throughout this document. The FY 2020 HSGP supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Plan for continuation of services upon

Contingent upon the availability of funds.

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
OFFICE OF EMERG. MGMT.	004	Drusilla Martin				862-5462	862-8534
Grant Name:		2020 Homeland Security 20-23					
Grantor:		U.S. DEPARTMENT OF HOMELAND SECURITY				Other:	
Grant Period From:		09/01/20	(applications only) Anticipated Application Date:				
Grant Period To:		04/30/23	(applications only) Application Deadline:				
Funding Type:	FED PASS THRU	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:	DEPT. OF MILITARY, TN. EMERG. MGMT	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$298,042.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	97.067	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input checked="" type="checkbox"/>					
<p>The purpose of the Fiscal Year (FY) 2020 HSGP is to support state, local and tribal efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. References to these priorities can be found throughout this document. The FY 2020 HSGP supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Contingent upon the availability of funds							
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		37.00%		Indirect Cost of Grant to Metro:		\$110,275.54	
*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	\$99,347.33			\$0.00		\$0.00	\$99,347.33	\$36,759.51	\$0.00
Yr 2	FY22	\$99,347.33			\$0.00		\$0.00	\$99,347.33	\$36,759.51	\$0.00
Yr 3	FY23	\$99,347.34			\$0.00		\$0.00	\$99,347.34	\$36,759.52	\$0.00
Yr 4	FY__									
Yr 5	FY__									
Total		\$298,042.00	\$0.00	\$0.00	\$0.00		\$0.00	\$298,042.00	\$110,275.54	\$0.00
Date Awarded:				02/11/21	Tot. Awarded:	\$298,042.00	Contract#:	34101-26721		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact:

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

Rev. 01/03/11
 5000

GCP Rec'd
 02/12/21

GCP Approved
 02/12/21

VW

**GOVERNMENTAL GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 09/01/2020	End Date 04/30/2023	Agency Tracking # 34101-26721	Edison ID		
Grantee Legal Entity Name METRO NASHVILLE-DAVIDSON COUNTY			Edison Vendor ID 4		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # 97.067 Grantee's fiscal year end June 30th			
Service Caption (one line only) HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2020					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021		298,042.00			298,042.00
TOTAL:		298,042.00			298,042.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the District based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.			
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 - GG		
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
METRO NASHVILLE-DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metro Nashville-Davidson County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. All Federal Fiscal Year (FFY) 2020 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2020 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy, and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2020 HSGP will be in compliance with the FFY 2020 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2020 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest bearing account.
- A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on September 1, 2020 ("Effective Date") and extend for a period of thirty-two (32) months after the Effective Date ("Term"), thereby ending on April 30, 2023. The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is September 1, 2020.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed two hundred ninety-eight thousand forty-two dollars and 00/100 (\$298,042.00) ("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 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:

Tennessee Emergency Management Agency
Homeland Security Program
3041 Sidco Drive
Nashville, TN 37204

- 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 Military, Tennessee Emergency Management Agency.
 - (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.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- 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:

Gary Baker, Homeland Security Grant Program Supervisor
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204
gary.baker@tn.gov
Telephone #: (615) 741-7037
FAX #: (615) 741-4173

The Grantee:

John Cooper, County Mayor
Metro Nashville-Davidson County
1 Public Square, Suite 100
Nashville, TN 37201
mayor@nashville.gov
Telephone #: (615) 862-6000
FAX #: (615) 862-6040

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules

permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 3 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 3 shall complete Attachment 4. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee

shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the

party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said

equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract’s other terms and conditions.
- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the “Drug-Free Workplace Act,” 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. 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.5. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee’s Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee’s preceding completed fiscal year, if in the Grantee’s preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

METRO NASHVILLE-DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

JOHN COOPER, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

MG JEFFREY H. HOLMES, THE ADJUTANT GENERAL
MILITARY DEPARTMENT

DATE

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

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

**SIGNATURE PAGE
FOR
HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2020**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Office of Emergency Management

2-11-2021

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

"See Previous Page"

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

ATTACHMENT 1

GRANT BUDGET				
GRANTEE NAME: Metro Nashville-Davidson County HOMELAND SECURITY GRANT PROGRAM 2020				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 09/01/2020 END: 04/30/2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	298,042.00	0.00	298,042.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	298,042.00	0.00	298,042.00

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/finance/looking-for/policies.html>).

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

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

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2020 HOMELAND SECURITY GRANT PROGRAM	298,042.00
TOTAL	298,042.00

ATTACHMENT 2**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metro Nashville-Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	EMW-2020-SS-00007-S01
Federal award date	08/19/2020
CFDA number and name	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2020
Grant contract's end date	04/30/2023
Amount of federal funds obligated by this grant contract	298,042.00
Total amount of federal funds obligated to the subrecipient	298,042.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	4,287,500.00
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Shenauz Subrina Wong FEMA-GPD 400 C Street, SW, 3 rd Floor Washington, DC 20472-3645
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT 3

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ Metro Nashville-Davidson County is subject to an audit for fiscal year 2021.
- ☐ Metro Nashville-Davidson County is not subject to an audit for fiscal year 2021.

Grantee's Edison Vendor ID Number: 4

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT 4

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: 4

Is Metro Nashville-Davidson County a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metro Nashville-Davidson County 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: _____



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-821, **Version:** 1

A resolution authorizing the Metropolitan Department of Law to compromise and settle the civil rights claim of Daniel Hambrick against the Metropolitan Government of Nashville and Davidson County in the amount of \$2,250,000.00, with said amount to be paid out of the Judgments and Losses Fund.

WHEREAS, on July 26, 2018, Daniel Hambrick was shot and killed during a foot pursuit with Metropolitan Nashville Police Department Officer Andrew Delke; and,

WHEREAS, after investigation, the Metropolitan Department of Law believes that the settlement listed in Section 1 is fair and reasonable and in the best interest of the Metropolitan Government and recommends that any and all claims or causes of action brought or that could have been brought by the Estate of Daniel Hambrick related to the events detailed above be compromised and settled for \$2,250,000.00, and that this amount be paid from the Judgments and Losses Fund.

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

Section 1: The Metropolitan Department of Law is authorized to compromise and settle the civil rights claim of the Estate of Daniel Hambrick for the sum of \$2,250,000.00 with said amount to be paid from the Judgments and Losses Fund.

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

Analysis

On July 26, 2018, Metro Nashville Police Department (MNPd) officer Andrew Delke was patrolling the area near the John Henry Hale apartments when he saw a vehicle matching the description of a vehicle that had been reported as driving erratically. Officer Delke pulled into the parking lot behind the vehicle and several male individuals exited the vehicle. Officer Delke has stated that when he told them to stop, Daniel Hambrick ran away. While being pursued by Officer Delke, Mr. Hambrick dropped a gun he had been carrying in his waistband, picked it up, and continued to run away from Delke. The chase ended when Officer Delke shot and killed Mr. Hambrick.

Officer Delke has asserted that Mr. Hambrick pointed a gun at him during the pursuit. The surveillance video released by the District Attorney's Office to the media in August 2018 shows some of the pursuit, but does not clearly capture everything that happened. The video does clearly show Mr. Hambrick being shot as he was running away from Officer Delke. Delke is currently under criminal indictment for killing Mr. Hambrick, and that trial is scheduled for July 2021.

On March 11, 2019, Vicki Hambrick, Daniel's mother, filed a civil rights lawsuit in federal court on behalf of Mr. Hambrick's estate against Metro and Officer Delke. Metro is being represented by the Department of Law, and Officer Delke is being represented by private counsel paid for by Metro. Section 2.40.130 of the Metro Code provides that the Department of Law is to pay for outside defense counsel for employees sued as a result of

an act or omission arising out of the performance of their official duties in the course of their employment when Metro is also sued and there is a potential conflict in the Department of Law representing both Metro and the employee under the Rules of Professional Conduct governing attorneys.

The lawsuit against Metro includes an excessive force and equal protection claim alleging that the MNPd practices and policies treat African-Americans differently. The lawsuit seeks monetary damages from Metro, and both monetary and punitive damages from Officer Delke. At this point in the lawsuit, the parties have only engaged in written discovery. No depositions or further investigation has been done while the criminal case against Officer Delke is pending.

In order to recover damages under federal law in excessive force cases, the plaintiff must prove that Mr. Hambrick's civil rights were violated as a direct result of Metro's unconstitutional policy or custom. This requires a showing that the force was not reasonable under the circumstances, that the government's inadequate training amounts to "deliberate indifference" to a person's rights, and that the deliberate indifference directly caused the constitutional violation. As noted above, discovery regarding the excessive force claim has been limited due to the pending criminal case. While Metro's position at trial would be that the facts don't establish deliberate indifference, that would be up to the jury to decide and juries are hard to predict in excessive force cases. According to the Department of Law, a survey of jury awards in similar cases range from \$500,000 to \$15,000,000.

Since Metro is paying for outside counsel, the costs to Metro through trial and appeals could approach \$1,000,000. Metro has already spent \$142,000 through the written discovery phase. Further, any jury award in favor of the plaintiff, regardless of the amount of the award, would require Metro to pay the plaintiff's counsel's attorney fees, as well.

Given the uncertainty of going to trial, the potentially large jury award, and the costs Metro will incur, the Department of Law recommends settling this lawsuit for a total of \$2,250,000, which would settle all claims against both Metro and Officer Delke. There is no admission of fault or liability in the settlement, and the settlement will have no impact on the pending criminal case.

Fiscal Note: This \$2,250,000 settlement would be the 3rd payment from the Judgment and Losses Fund in FY21 for a cumulative total of \$2,475,000. The fund balance would be \$601,687 after this payment.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR

ROBERT E. COOPER, JR.
DIRECTOR OF LAW

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

March 5, 2021

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

Re: *The Estate of Daniel Hambrick v. Metropolitan Government of Nashville and Davidson County & Andrew Delke*
U.S. District Court Docket No. 3:19-cv-00216
Department of Law File No. L-16873

Dear Ms. Waites:

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

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

Sincerely,


Robert E. Cooper, Jr.
Director of Law

Enclosures



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-822, Version: 1

A resolution authorizing Muse Nashville, LLC to construct and install an aerial encroachment at 65 Lindsley Avenue. (Proposal No.2021M-008EN-001).

WHEREAS, Muse Nashville, LLC plans to construct, install and maintain an aerial encroachment, under Proposal No. 2021M-008EN-001, at 65 Lindsley Avenue; and,

WHEREAS, Proposal No. 2021M-008EN-001 is comprised of two canopies encroaching the public right-of-way on property located at 65 Lindsley Avenue; and,

WHEREAS, Muse Nashville, 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 License Agreement, Muse Nashville, 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 Muse Nashville, 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 Muse Nashville, 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 Muse Nashville, 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, Muse Nashville, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 6. Muse Nashville, 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. Muse Nashville, 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 Muse Nashville, 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. Muse Nashville, 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 Muse Nashville, 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 Muse Nashville, LLC to construct, install, and maintain an aerial encroachment at 65 Lindsley Avenue. The encroachment will consist of two canopies. 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 resolution has been approved by the Planning Commission.

Proposal No. 2021M-008EN-001

Client#: 28835		MUSENAS																																				
ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/16/2020																																				
<p>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.</p> <p>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).</p>																																						
PRODUCER HUB International Mid-South 3011 Armory Drive Suite 260 615-383-8781 Nashville, TN 37204		CONTACT NAME: Daroy Hooper PHONE (OFFICE, HOME, FAX): 615 383-8761 FAX (OFFICE, HOME): 615 383-4828 E-MAIL ADDRESS: daroy.hooper@hubinternational.com																																				
INSURED Muce Nashville, LLC olo Place development P.O. Box 160204 Nashville, TN 37216		INSURER(S) AFFORDING COVERAGE																																				
		INSURER A: Westfield Service Center																																				
		INSURER B:																																				
		INSURER C:																																				
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COVERAGES		CERTIFICATE NUMBER:																																				
REVISION NUMBER:																																						
<p>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.</p>																																						
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<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Metropolitan Government of Nashville and Davidson County is an additional insured as respects their interest where required by written contract.</p>																																						
CERTIFICATE HOLDER The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims c/o Insurance and Safety Division 222 3rd Ave N Suite 601 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 																																				

ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD

DHP

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Muse Nashville, 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: 1-13-20

MUSE Nashville, LLC c/o Jim W Jacobs
(Owner of Property)

65 Lindrley Ave
(Address of Property)

Nashville, TN
(City and State)

STATE OF TENNESSEE)

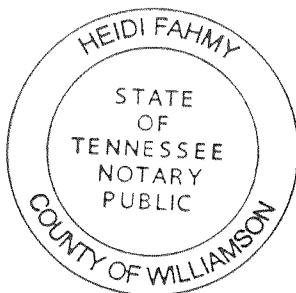
COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 13 day of January, 2020

Heidi Fahmy
(NOTARY PUBLIC)

My Commission Expires: November 10, 2023





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-823, Version: 1

A resolution authorizing Café Intermezzo, Inc. to construct and install an aerial encroachment at 205 Demonbreun Street. (Proposal No.2021M-009EN-001).

WHEREAS, Café Intermezzo, Inc. plans to construct, install and maintain an aerial encroachment, under Proposal No. 2021M-009EN-001, at 503 Demonbreun Street; and,

WHEREAS, Proposal No. 2021M-009EN-001 is comprised of two blade signs measuring 15" by 36" encroaching the public right-of-way on property located at 503 Demonbreun Street; and,

WHEREAS, Café Intermezzo, 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 License Agreement, Café Intermezzo, 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 Café Intermezzo, 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 Café Intermezzo, 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 Café Intermezzo, 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, Café Intermezzo, Inc., its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 6. Café Intermezzo, 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. Café Intermezzo, 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 Café Intermezzo, 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. Café Intermezzo, 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 Café Intermezzo, 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 Café Intermezzo, Inc. to construct, install, and maintain an aerial encroachment at 503 Demonbreun Street. The encroachment is comprised of two blade signs measuring 15" by 36" encroaching 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 resolution has been approved by the Planning Commission.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2021

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

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

PRODUCER Palomar Insurance Corp. Palomar Insurance Corporation 4525 Executive Park Drive, Ste 202 Montgomery AL 36116	CONTACT NAME: Lindsey Cook PHONE (A/C, No, Ext): 334-409-3108 E-MAIL ADDRESS: lindseyc@palomarins.com FAX (A/C, No): 334-323-0559
INSURED Cafe Intermezzo, Inc. ET AL 2175 Royal Palm Court Norcross GA 30071	INSURER(S) AFFORDING COVERAGE INSURER A : State Automobile Mutual Insurance Co. INSURER B : State Auto Property & Casualty Ins. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 244570693

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PBP2859807	4/23/2020	4/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2476170	4/23/2020	4/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PBP2859807	4/23/2020	4/23/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Hired Auto Physical Damage			BAP2476170	4/23/2020	4/23/2021	Comp Deductible Collision Deductible Limit 1,000 1,000 See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:
Café Intermezzo, Inc.
Café Intermezzo Midtown, LLC
Café Atlanta Corp.
European Coffeehouse Worldwide, LLC
Epic Baking, LLC
Café Licensed Products, LLC
IntermezzoGlobal Corporation
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Gov't of Nashville and Davidson County
Metro Legal & Claims
c/o Insurance & Safety Division
222 3rd Ave N, Suite 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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Palomar Insurance Corp.		NAMED INSURED Cafe Intermezzo, Inc. ET AL 2175 Royal Palm Court Norcross GA 30071
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Caf Intermezzo Nashville, LLC
Caf Intermezzo Plano, LLC
Intermezzo Avalon, LLC

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

Cafe Intermezzo, Inc. ET AL

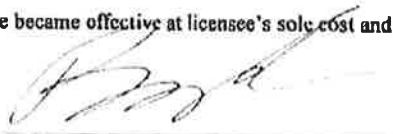
I/We, _____, in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release 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:

11/10/20



(Owner of Property)

205 Demonbreun St.

(Address of Property)

Nashville, TN 37201

(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 10th day of November, 2020


(NOTARY PUBLIC)

My Commission Expires: 5-22-22





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-824, Version: 1

A resolution authorizing Regions Financial Corporation to construct and install an aerial encroachment at 301 Donelson Pike. (Proposal No.2020M-038EN-001).

WHEREAS, Regions Financial Corporation plans to construct, install and maintain an aerial encroachment, under Proposal No. 2020M-038EN-001, at 301 Donelson Pike; and,

WHEREAS, Proposal No. 2020M-038EN-001 is comprised of an existing sign to encroach overhead on the new right-of-way, creating an aerial encroachment of approximately 5' with a clearance distance from grade of approximately 12' over the new right-of-way encroaching the public right-of-way on property located at 301 Donelson Pike; and,

WHEREAS, Regions Financial Corporation 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 License Agreement, Regions Financial Corporation is hereby granted the privilege to construct and maintain said aerial encroachment 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 Regions Financial Corporation.

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 Regions Financial Corporation.

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 Regions Financial Corporation, 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, Regions Financial Corporation, its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 6. Regions Financial Corporation 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. Regions Financial Corporation 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 Regions Financial Corporation 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. Regions Financial Corporation, 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 three million (\$3,000,000) 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 Regions Financial Corporation 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 Regions Financial Corporation to construct, install, and maintain an aerial encroachment at 301 Donelson Pike. The encroachment is comprised of an existing sign to encroach overhead on the new right-of-way, creating an aerial encroachment of approximately five feet into and 12 feet above the new 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 \$3,000,000 with the Metropolitan Clerk naming the Metropolitan Government as an insured party.

This resolution has been approved by the Planning Commission.

September 21, 2020

Mr. Jorge Riveros
Director of Engineering of Public Works
720 S. 5th Street
Nashville, TN 37206

RE: Request for Aerial Right-of-Way Encroachment Easement– Regions – 301 Donelson Pike, Nashville, TN 37214

Mr. Riveros:

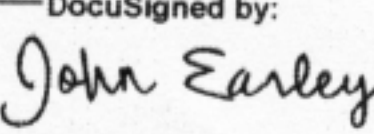
Enclosed is a package of all required documents requesting the City of Nashville to grant an aerial encroachment easement. Regions has operated at the above location for several years and a proposed Right-of-Way taking will cause the existing pylon sign to encroach overhead on the new Right-of Way limits. As proposed, The vertical structure and foundation will remain on the Regions owned property but the sign head overhang will create an aerial encroachment of approximately 5' with a clearance distance from grade of approximately 12' over the new Right-of-Way (please refer to the enclosed documents).

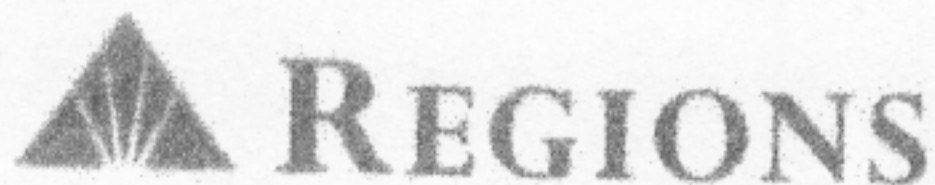
Regions respectfully requests that you grant this encroachment easement in lieu of requiring that we relocate the sign as it is our primary identifier along Donelson Pike. Relocation will be difficult as our customer parking will be negatively impacted.

We have authorized Steve Kirkpatrick to act as our agent during this process. He can be reached at either (205)807-3849 or kirkpatric@aol.com.

Thank you for your consideration of this request,

Sincerely,

DocuSigned by:

BF9E3DEC001C4AB...
John Earley
(Title)



SECRETARY CERTIFICATE

I, Pamela R. Welch, a duly elected and qualified Assistant Corporate Secretary of Regions Bank, an Alabama state banking corporation, hereby certify as follows:

1. Following is a true and correct copy of Article V, Section 12 of the By-Laws of Regions Bank effective August 6, 2020 upon filing of the Second Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Alabama, as amended by the Board of Directors at a duly convened meeting held on July 22, 2020, at which a quorum was present, and the same are in full force and effect on the date hereof:

"Section 12. Execution of Instruments and Documents.

The Chief Executive Officer; the President; any Senior Executive Vice President, Executive Vice President, Senior Vice President or Vice President; or any officer holding the title of Executive Managing Director, Managing Director or Director is authorized, in his or her discretion, to do and perform any and all corporate and official acts in carrying on the business of the Bank, including, but not limited to, the authority to make, execute, acknowledge, accept and deliver any and all deeds, mortgages, releases, bills of sale, assignments, transfers, leases (as lessor or lessee), powers of attorney or of substitution, servicing or sub-servicing agreements, vendor agreements, contracts, proxies to vote stock or any other instrument in writing that may be necessary in the purchase, sale, lease, assignment, transfer, discount, management or handling in any way of any property of any description held, controlled or used by Bank or to be held, controlled or used by Bank, either in its own or in its fiduciary capacity and including the authority from time to time to open bank accounts with the Bank or any other institution; to borrow money in such amounts for such lengths of time, at such rates of interest and upon such terms and conditions as any said officer may deem proper and to evidence the indebtedness thereby created by executing and delivering in the name of the Bank promissory notes or other appropriate evidences of indebtedness; and to guarantee the obligations of any subsidiary or affiliate of the Bank. The enumeration herein of particular powers shall not restrict in any way the general powers and authority of said officers.

By way of example and not limitation, such officers of the Bank are authorized to execute, accept, deliver and issue, on behalf of the Bank and as binding obligations of the Bank, such agreements and instruments as may be within the officer's area of responsibility, including, as applicable, agreements and related documents (such as schedules, confirmations, transfers, assignments, acknowledgments and other documents) relating to derivative transactions, loan or letter of credit transactions, syndications, participations, trades, purchase and sale or discount transactions, transfers and assignments, servicing and sub-servicing agreements, vendor agreements, contracts, securitizations and transactions of whatever kind or description arising in the conduct of the Bank's business.

The authority to execute and deliver documents, instruments and agreements may be limited by resolution of the Board of Directors or a committee of the Board of Directors, by the Chief Executive Officer or by the President, by reference to subject matter, category, amount, geographical location or any other criteria and may be made subject to such policies, procedures and levels of approval as may be adopted or amended from time to time."

2. I further certify that the following individuals are qualified to act as an officer of Regions Bank, with officer titles as specified below:

<u>Name</u>	<u>Title</u>	<u>Name</u>	<u>Title</u>
Scott Riley	Senior Vice President	Korey Cox	Vice President
Keith Pressley	Senior Vice President	Jon Tucker	Vice President
Joseph Holcombe	Senior Vice President	Maxwell Taylor	Vice President
Emilio M. Cerice	Senior Vice President	Philip Salyers	Vice President
Paul Stivender	Senior Vice President	Elisha Buckley	Vice President
John Earley	Vice President	Deborah L. Foster	Vice President
Prince McDougal	Vice President	Susan Schmidt	Vice President

IN WITNESS WHEREOF, I have set my hand and affixed the seal of Regions Bank, an Alabama banking corporation, as of this 4th day of September 2020.

[Seal]

Pamela R. Welch, Assistant Corporate Secretary

Metropolitan Government Department of Public Works

750 South 5th Street • Nashville, TN 37206 • (615) 862-8750 • www.nashville.gov/public-works

Mandatory Referral Application: Encroachment: Sign / Awning / Fiber Optic Cable / Other

*** Before filing this application, please review checklist on the back of this application. ***

Encroachment Type:

- ☐ Awning
☐ Fiber Optic Cable (^ ground)
☐ Fiber Optic Cable (▾ ground)
☒ Sign
☐ Other _____

Date Submitted: _____

Mandatory Referral Project No. _____

(MPW staff assigns project #)

Map & Parcel(s):

Street Address(es): 301 DONELSON PIKE, NASHVILLE, TN 37214

Notarized Signature of Property Owner(s):

You must obtain the notarized signature of all property owners on whose property the sign or awning will occur. Failure to provide this information will deem your application **incomplete** and postpone your application's consideration by the Metropolitan Planning Commission. Copy form below 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 sign, awning or fiber optic cable encroachment.

Date: 10/1/20
(Company Name)

Designated by
John Earley

(Signature of Property Owner)

John Earley

(Name of Property Owner)

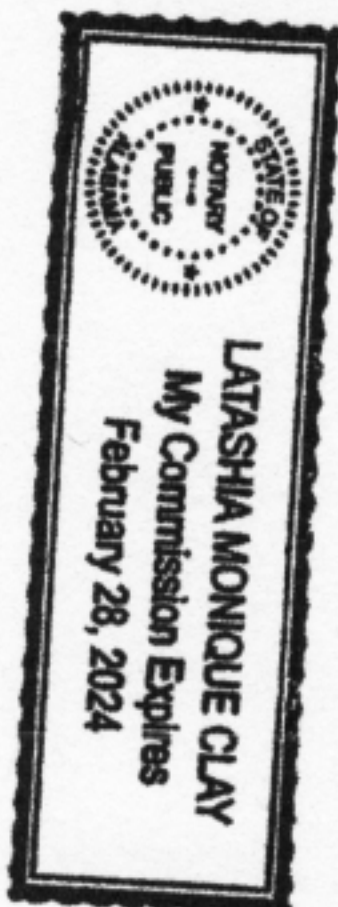
Vice President

(Title of Property Owner)

301 DONELSON PIKE
NASHVILLE, TN 37214
(Address of Property (including city & state))

STATE OF TENNESSEE ALABAMA
COUNTY OF DAVIDSON JEFFERSON
Sworn to and subscribed before
Me this 30th day of SEPTEMBER 2020

Lashia Monique Clay
(Notary Public)
My Commission Expires Feb. 28, 2024



Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☐ Engineer ☐ Property Owner ☐ Other: AGENT FOR OWNER

Name: STEVE KIRKPATRICK

Business: _____

Address: 4645 AMBERLEY DR.

City: BIRMINGHAM State: AL Zip: 35242

Phone: (205) 807-3849

☐ business ☐ home ☐ business ☒ mobile

Fax: _____
☐ business ☐ home ☐ business ☐ mobile

E-mail: kirkpatrick@ash.com

Applicant's Signature: [Signature]

Filing Fee (All application fees are non-refundable)

Encroachment: Sign / Awning / Fiber Optic Cable \$250.00
Other _____

Amount paid: \$ _____

Accepted by: _____ Date: _____

PETITION TO ENCROACH UPON A PUBLIC RIGHT-OF-WAY

PETITION NO. _____

We, the undersigned, do hereby petition the METROPOLITAN DEPARTMENT OF PUBLIC WORKS and the METROPOLITAN PLANNING COMMISSION to recommend to the METROPOLITAN COUNCIL and MAYOR that legislation be enacted to authorize the construction, installation and maintenance of an encroachment upon the public right-of-way as follows:

REGIONS FINANCIAL CORPORATION &
ITS SUBSIDIARIES

Addresses and Map and Parcel numbers of property or properties associated with the proposed encroachment:

ADDRESS

MAP AND PARCEL NUMBER

301 DONERSON PIKE
NASHVILLE, TN 37214

Attach the following in support or explanation of this application:

TO BE PAID

☒ A check for the filing fee of \$250.00 made payable to the Metropolitan Government (application fee is non-refundable).

☒ A scaled drawing on 8 1/2 " x 14" paper of the proposed encroachment. (Additional exhibits may be required depending upon the nature of the request).

☒ A private encroachment license agreement signed by the person to whom the encroachment privilege is to be granted.

☒ A certificate of liability insurance in the amount to be determined necessary by the Department of Public Works.

Signature and mailing address of person or business to whom privilege of encroachment will be granted:

Signature: John Early Address: 250 Riverchase Parkway East, Ste. 300
Birmingham, AL 35244

Council District: _____

PERSON FILING THIS PETITION:

If other than owner or optionee of properties listed above, state relationship. All correspondence will be mailed to this person.

Name: STEVE KIRKPATRICK (AGENT)
Address: 4645 AMBERLEY DR.
City, State, Zip: BIRMINGHAM, AL 35242
Phone: Residence (205) 807-3849
Business (205) 807-3849

NOTE: THIS APPLICATION WILL NOT BE ACCEPTED UNLESS COMPLETED IN FULL.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, REGIONS FINANCIAL CORPORATION & ITS SUBSIDIARIES, 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: 10/1/20

DocuSign by
John Earley

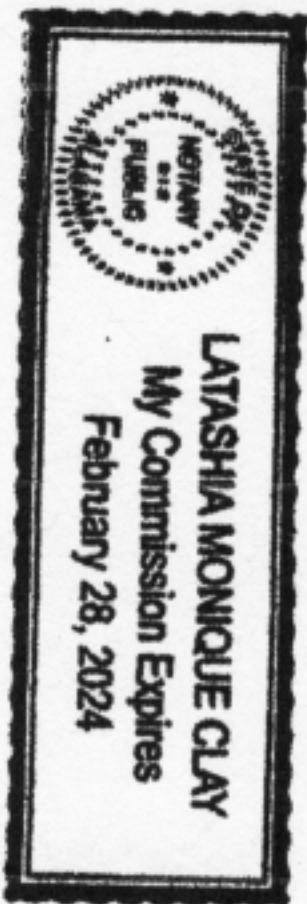
(Owner of Property)

301 DONELSON PIKE

(Address of Property)

NASHVILLE, TN 37214

(City and State)



STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 30th day of SEPTEMBER, 2020

Latashia Monique Clay
(NOTARY PUBLIC)

My Commission Expires: Feb. 28, 2024

CERTIFICATE OF INSURANCE REQUEST

Attention: Karen Wray, McGriff Insurance Services

Email: Karen.Wray@mcgriffinsurance.com Phone: 501-661-4973

DATE OF REQUEST:	8/31/2020
LINES OF COVERAGE:	Property, GL, CA, WC, Lead UMB
DATE NEEDED:	
REGIONS COMPANY NAME & ADDRESS REQUESTING CERTIFICATE	
CERTIFICATE HOLDER NAME AND ADDRESS	The Metropolitan Government of Nashville and Davidson County Metro Legal and Claims c/o Insurance and Safety Division 222 3rd Avenue North, Suite 501, Nashville, TN 37201
INDICATE ANY SPECIAL WORDING REQUIREMENTS I.E. ADDITIONAL INSURED, WAIVER OF SUBROGATION. IF POLICY COVERAGES OTHER THAN PROPERTY, GENERAL LIABILITY, AND AUTOMOBILE & WORK COMP ARE TO BE INCLUDED INDICATE WHICH TYPE.	Re: Regions Bank 301 Donelson Pike, Nashville, TN 37214 The general liability has a \$1,000,000 deductible.
WHY IS CERTIFICATE HOLDER REQUESTING CERTIFICATE I.E. LEASE REQUIREMENT, EVENT, STATUTORY REQUIREMENT	
SEND ORIGINAL IF OTHER THAN TO CERTIFICATE HOLDER ADDRESS: FAX TO: INCLUDE NAME AND NUMBER	
Requested by:	Phone:
Requestors Email:	

CERTIFICATE OF INSURANCE

This is to further certify to the Metropolitan Government of Nashville and Davidson County concerning the policies of insurance listed above and the coverage provided thereby that:

1. The Contractual Insurance coverage is on a Blanket Broad Form basis unless specifically indicated below,
2. The company or companies, upon request, agree to deliver within fifteen (15) days a certified copy of any and/or all of the policies of insurance to The Metropolitan Government of Nashville and Davidson County,
3. If one (1) or more Umbrella Excess policies are used, there is no gap between the limits of the primary policies and the deductible feature of the Umbrella Excess policies,
4. Coverage under the primary policies have no deductible features unless there is a check mark here (). If there are deductible features or the insured has adopted a funded self-insurance program, they are fully explained on an attached sheet which becomes a part of this Certificate, and
5. The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse unless and until The Metropolitan Government of Nashville and Davidson County receives at least thirty (30) days advance written notice of same. The written notice must be delivered to the Metropolitan Risk Manager at his office shown as the address of the Certificate Holder below or the secondary Certificate Holder, if one is so listed below.

Name and Address of Certificate Holder

The Metropolitan Government of
Nashville and Davidson County
Metro Legal & Claims
C/O Insurance and Safety Division
222 3rd Avenue North, Ste #501
Nashville, TN 37201

Date Issued:

9/1/2020

Regions Financial Corporation & ITS

(Agency or Company)

by Tony Cooper - SVP Legal Insurance Risk
(Authorized Representative)

(Attach Power of Attorney)

SUBSIDIARIES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2020

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

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

PRODUCER McGriff Insurance Services
3322 West End Avenue, Suite 300
Nashville, TN 37203

CONTACT NAME: Certificate Mailbox

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: RFCRMMIS@mcgriffinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Commerce and Industry Insurance Company

19410

INSURER B: National Union Fire Ins Co of

19445

INSURER C: ACE American Insurance Company

22667

INSURER D: New Hampshire Insurance Co

23841

INSURER E: Midwest Employers Casualty Com

23612

INSURER F:

10200

INSURED
Regions Financial Corporation
& Its Subsidiaries
PO Box 11007
Birmingham AL 35288

COVERAGES

CERTIFICATE NUMBER: 57353970

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6862411	10/1/2019	10/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$NOT COVERED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Employee Benefits \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4993234	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea 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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			28295234	10/1/2019	10/1/2020	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
E E A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EWC008796 (FL) EWC007861 (AL,GA,LA,MS) 017515760 (AOS) 017515759 (TN)	10/1/2019 10/1/2019 10/1/2019 10/1/2019	10/1/2020 10/1/2020 10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Property (1) (Special Cause of Loss, Replacement Cost)			CXD42275323002 Real/Personal/BI	7/1/2020	7/1/2021	Blanket-\$50,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Regions Bank 301 Donelson Pike, Nashville, TN 37214
General Liability has a \$25,000 retention.

CERTIFICATE HOLDER

The Metropolitan Government of Nashville and Davidson County Metro Legal and Claims
c/o Insurance and 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


Amanda Campbell

Amanda Campbell

SIGN E01 - NO ACTION - EXISTING SIGN TO REMAIN (RFC-REG-P61)



EXISTING

 PHILADELPHIASIGN BRINGING THE WORLD'S BRANDS TO LIFE		TITLE Regions ADDRESS RFC000739 - Donelson Pike 301 Donelson Pike Nashville, TN 37214		DWG BY JM	DATE 04.09.19	REVISION Revised as noted Revised E03	DATE 05/28/19 08/01/19	BY ALW ALW	<small>THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY P.S.C.O. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY P.S.C.O. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION NOR IS IT TO BE USED, COPIED, REPRODUCED, OR DISTRIBUTED IN ANY MANNER.</small>
		DWG NUM B82802							
		SHEET 2							
<small>707 WEST SPRING GARDEN ST • PALMYRA, NJ • 08055 • P: 856-923-1462 • F: 856-823-8549 • WEB: http://www.philadelphiasign.com</small>									



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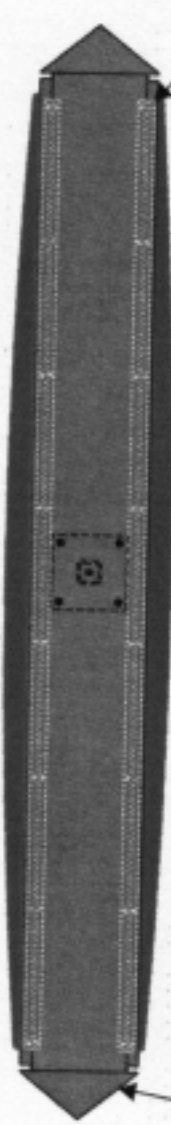
CUSTOMER:	REGIONS
JOB NUMBER:	RFC_PYL_15240
SIGN TYPE:	RFC.REG-P61s
LOCATION:	Varies
DATE:	7-28-15
DRAWN BY:	CMC
REVISION:	Number: Date: By:
SHEET:	1 of 10
DWG NUMBER:	B63757
ENGINEER SEAL:	

MAX DESIGN WIND SPEED 90 MPH
EXPOSURE C

THIS IS AN ORIGINAL UNPUBLISHED DRAWING
CREATED BY PSCD. IT IS SUBMITTED FOR YOUR
PERSONAL USE IN CONNECTION WITH A PROJECT
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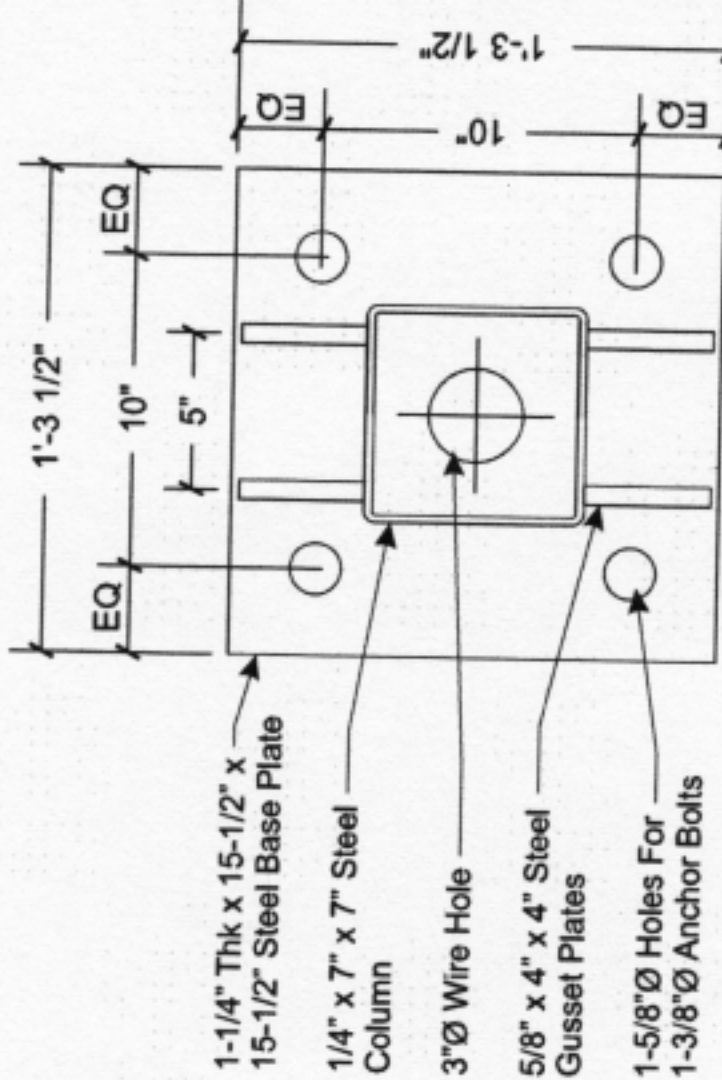
HARDWARE LIST		
Description	Hardware	Qty
Match Plate Hardware (A325 High Strength)	1-1/2" x 2-1/2" Lg A325 Hex Bolts w/ Nuts & (2) Flat (1) Lock Washer Per Bolt (A325 High Strength)	4
Anchor Bolt Hardware	1-3/8" x 7" Lg Bolt (3) Nuts (2) Flat Washers Per Bolt	4

Notes: Unless Otherwise Noted
- All Hardware to be SAE J429 - Grade 2
- All Anchor Bolts to be ANC F1554-GR55 - Grade 55
- All Anchor Bolt Nuts to be Heavy Hex Nuts A563A
- All Anchor Bolt Washers to be F844

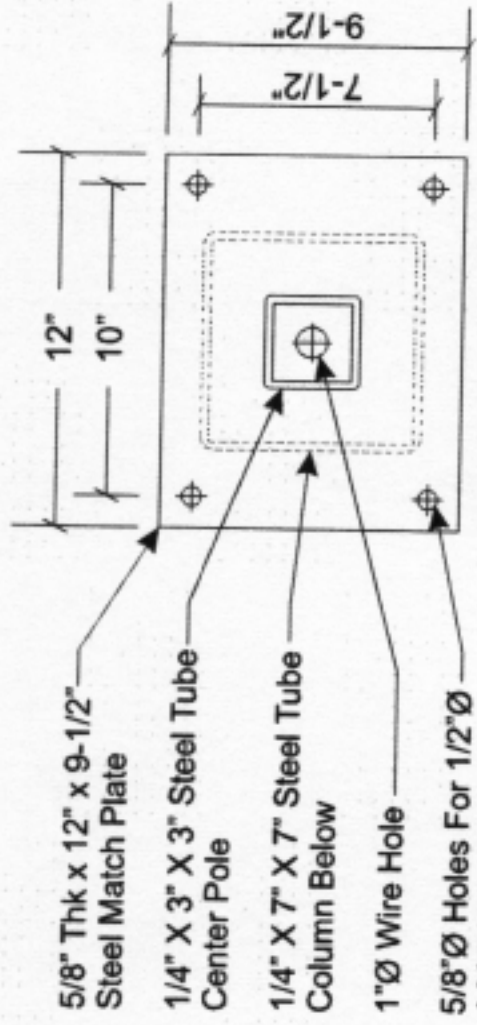


PLAN VIEW
SCALE: 3/8" = 1'-0"

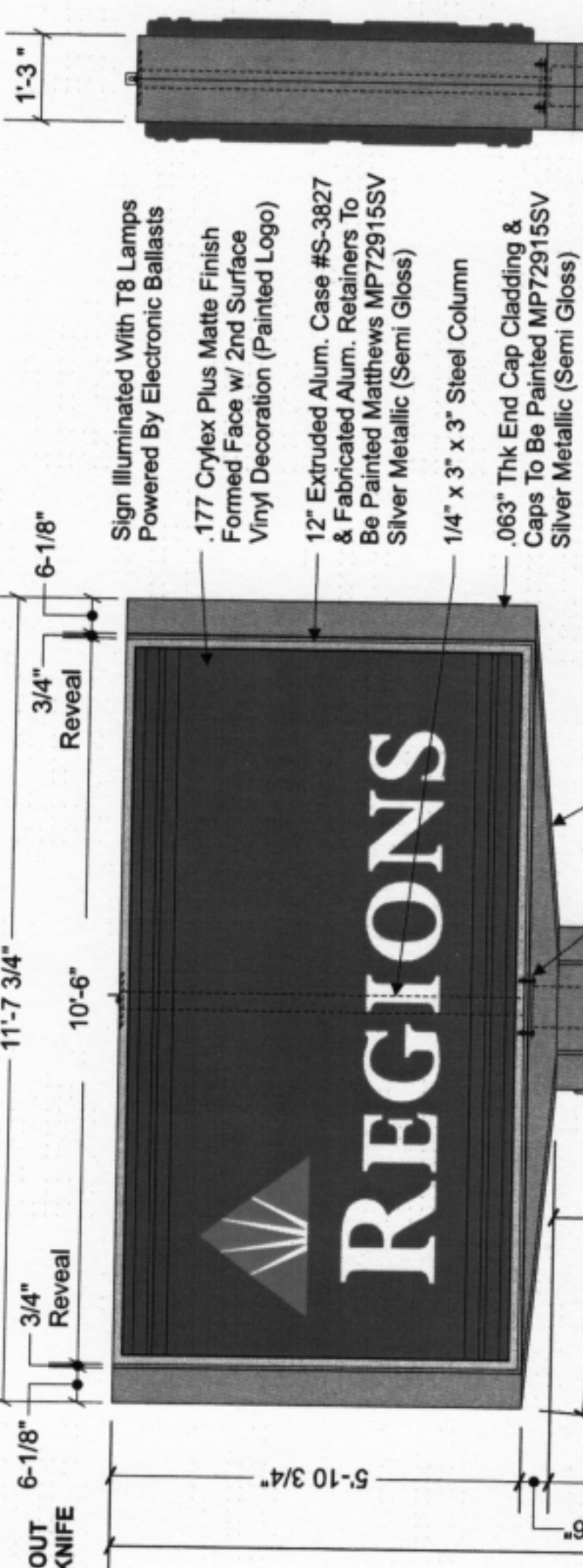
.063" Thk End Cap Cladding & Caps To Be Painted MP72915SV Silver Metallic (Semi Gloss)
2" Open Alum. Hinge V-Notch Welded To Retainer & Screwed To Casing w/10-3/4" TEK Screws



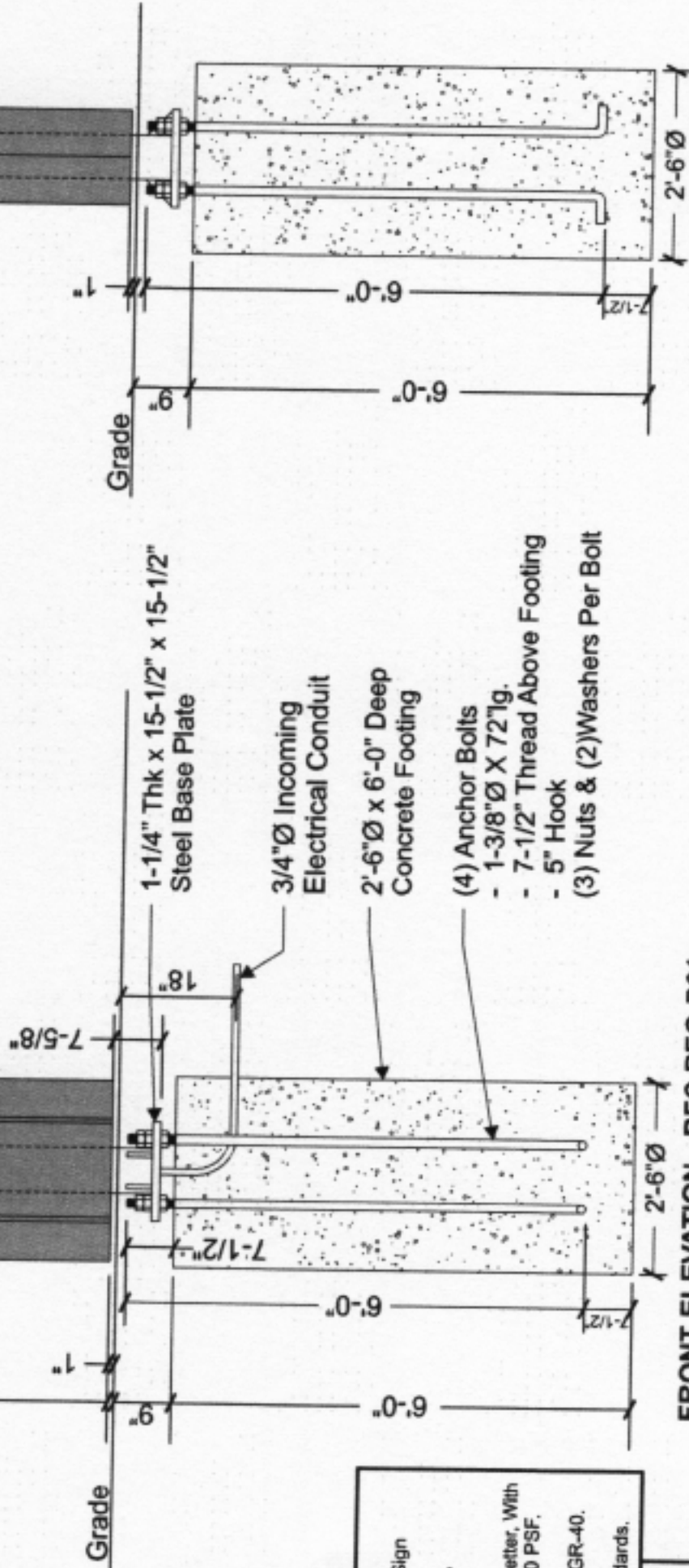
BASE PLATE DETAIL
SCALE: 1-1/2" = 1'-0"



MATCH PLATE DETAIL
SCALE: 1-1/2" = 1'-0"



.063" Thk Chin Cladding To Be Painted Matthews MP72915SV Silver Metallic (Semi Gloss)
5/8" Thk x 9-1/2" x 12" Steel Match Plates. Bolt Together w/1/2" x 2-1/2" Long A325 High Strength Mounting Hardware.
.063" Brakeformed Alum Cladding Painted Matthews MP72915SV - Silver Metallic (Semi Gloss)
1/4" x 7" x 7" Steel Column



SIDE VIEW
SCALE: 3/8" = 1'-0"

CONSTRUCTION
DRAWING

Electrical Load
(6.82) Amps @ 120 Volts
Electrical Req'ts
(1) 20 Amp/120 Volt Circuits

STANDARD Pylon NOTES:

1. Sufficient Primary Circuit In Vicinity Of Sign By Others.
2. Final Primary Hook-up By Sign Installer, Where Allowed By Local Codes.
3. Sign Shall Be U.L. Listed.
4. Soil Assumed To Be Medium Clay. Or Better. With Minimum Soil Bearing Capacity Of 2,500 PSF.
5. Concrete 2,500 PSI @ 28 Days.
6. Reinforcing Steel Shall Be ASTM A615 GR-40.
7. Structural Steel Shall Be ASTM A36.
8. All Welds Shall Conform To A.W.S. Standards.

Note: This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

FRONT ELEVATION - RFC.REG-P61s
SCALE: 3/8" = 1'-0"



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-825, Version: 1

A resolution approving Supplement #1 to an Intergovernmental Agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to construct PIN Number 103764.00, SR-112, (Clarksville Highway), from SR-12 (Ashland City Highway) to SR-155 (Briley Parkway), State Project No. 19046-2214-14, MWS Project Nos. 16-SC-0034 and 16-WC-0042 and Proposal No. 2017M-014AG-002).

WHEREAS, RS2017-778 approved an agreement between The Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services ("Metro"), and the State of Tennessee, Department of Transportation ("TDOT") for plans to construct Project No. 19046-2214-14, PIN Number 103764.00, SR-112, (Clarksville Highway), from SR-12 (Ashland City Highway) to SR-155 (Briley Parkway), located in Davidson County, which requires the relocation of utilities as described in the Intergovernmental Agreement dated July 26, 2017; and,

WHEREAS, the parties wish to amend the Intergovernmental Agreement from July 26, 2017 to reflect the updated cost estimate of the project and betterments; and,

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way and is authorized, in accordance with TCA 54-5-804, to reimburse the Utility for the relocation of utility facilities located on public highway right-of-way but is not liable for any utility betterment costs; and,

WHEREAS, in accordance with TDOT policy, reimbursement for relocating utility facilities on public highway right-of-way for municipally owned utilities, Utility Districts, or Utility Cooperatives, as defined in TDOT's Policy #340-07, is capped at a maximum reimbursement of \$1,750,000; and,

WHEREAS, pursuant to the terms of Supplement #1 to Utility Relocation Contract No. 8713, the estimated cost of relocating the facilities is \$2,553,825.00, and the Department of Water and Sewerage Services agrees to pay a deposit to TDOT of \$1,050,125.00, consisting of \$1,050,025.00 in betterment costs, of which \$84,010.00 represents pro-rata costs of utility facilities located on public highway right-of-way above the maximum reimbursement of \$1,750,000 for the actual cost for the utility work; and,

WHEREAS, Tennessee Code Annotated, Section 12-9-104(a)(2)(b), authorizes The Metropolitan Government of Nashville and Davidson County to approve an agreement with TDOT by resolution; and,

WHEREAS, it is in the interest of the Metropolitan Government of Nashville and Davidson County that this utility work and betterment be carried out.

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

Section 1. That Supplement #1 to Utility Relocation Contract No. 8713 with TDOT, attached hereto as Exhibit 1 and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

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

Analysis

This resolution approves an amendment to a utility relocation contract between Metro Water Services (MWS) and the Tennessee Department of Transportation (TDOT) for a TDOT roadway project on Clarksville Highway from Ashland City Highway to Briley Parkway. The original estimate for the utility relocation work was \$1,378,800, with 8% of this cost representing the pro-rata share to which Metro is entitled to reimbursement for the relocation of utility facilities located on private utility right-of way and 92% for relocation of utility facilities located on public highway right-of-way.

This amendment increases the utility relocation cost due to project improvements. Under TDOT policy, the reimbursement to local governments for relocating municipally owned utilities is capped at \$1,750,000. The estimated cost of relocating the utilities is now \$2,553,825. Under the amended agreement, MWS will pay a deposit to TDOT of \$1,050,125 in improvements to the MWS infrastructure, of which \$84,010 represents pro-rata costs of utility facilities located on public highway right-of-way above the maximum reimbursement of \$1,750,000 for the actual cost for the utility work.

Supplemental Rev 04-22-2016

STP-112(6) / 19046-2214-14



Contract No. 8713

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **8713** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **Metro Nashville Water & Sewer Department (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **8713**, dated the **26th day of July, 2017**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **103764.00, SR-112 (Clarksville Highway), From SR-12 (Ashland City Highway) To SR-155 (Briley Parkway)** located in **Davidson** County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$1,378,800.00**, including the amount of **\$0.00** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **02/22/2016**; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for deposit for the utility work in the State contract, and of which **8** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **92** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$2,553,825.00**, including the amount of **\$0.00** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **02/22/2016**; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$1,050,125.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$1,050,125.00** for deposit for the utility work in the State contract, and of which **8** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **92**

Supplemental Rev 04-22-2016

percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way,

reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

**Metro Nashville Water & Sewer
Department (Water)**

DocuSigned by:
BY: Scott Potter
994E7D0AE02B458...

TITLE: Director, Water and Sewerage Services

DATE: 3/2/2021

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Clay Bright
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with 23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012

Metro Water Supplement#1 to CU8713**EXHIBIT A**

Project No: 19046-2214-14
 County: Davidson
 Date: February 3, 2021

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Steve Nunley
E-mail: steve.nunley@nashville.gov **Phone:** 615-566-3846
Secondary Contact:
E-mail: **Phone:**
Utility Name: Metro Water Services
Address: 1600 2nd Ave North
City, State: Nashville, TN **Zip:** 37216
 Percent On Private: 8% Private ROW - #Poles / Length of facility: 295
 Percent On Public: 92% Public ROW - #Poles / Length of facility: 3195
 Total Percentage: 100% Total #Poles / Length of facility: 3490

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

TDOT USE ONLY	
RG Approval and Date:	2/3/2021
Consult Appr. Date:	/ /
Amount Approved:	\$ -
HQ Approval and Date:	2/4/21
CH86 (Y) N	PIN#: 103764.00
LET: 10/4 /2019	Contract #: 8713 Sup1
Easement Contract #	

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒ X
 (Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
 % Private / Public MOVE IN State Contract ☐
 Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction	\$ -
Construction	\$ -
Construction Inspection Private	\$ -
Construction Inspection Public	\$ -
Reimbursable Expenses	\$ -
ENGINEERING COST:	\$ -

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 1,355,515.00
Installation Materials	\$ 1,198,310.00
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST:	\$ 2,553,825.00

BETTERMENT

Description	Amount
Installation Labor	\$ 529,075.00
Installation Materials	\$ 521,050.00

ESTIMATED UTILITY BETTERMENT COST: **\$ 1,050,125.00**

ESTIMATED REPLACEMENT EASEMENT COST: **\$ -**

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: **\$ 2,553,825.00**

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ -
CHAPTER 86 MOVE PRIOR: \$ -
NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -
NON-CHAPTER 86 % PUBLIC/PRIVATE: \$ -

Does Estimate Exceed \$1.75M Cap? - Y
 Does Estimate Require 75% Cap? - N

UTILITY DEPOSIT (IF APPLICABLE)

RELOCATION EXCEEDS \$1.75M CAP: ~~\$567,957.27~~
AMOUNT OVER 75% REIMBURSEMENT: \$0.00
ESTIMATED UTILITY BETTERMENT COST: **\$1,050,125.00**
NON-CHAPTER 86 MOVE-IN CONS'T COST: \$0.00

TOTAL UTILITY DEPOSIT: **\$1,638,082.27**

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 19046-2214-14 COUNTY/S: Davidson

FEDERAL: STP-112(6) PIN: 103764

1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.

4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:

Municipally Owned ☒ Utility District ☐ Utility Cooperative ☐

5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:

☒ Water

☐ Waste Water

☐ Gas

☐ Distribution

☐ Transmission

☐ Electric

☐ Distribution

☒ Transmission

☐ Communication

☐ CATV

☐ Phone

☐ Fiberoptic

☐ Broadband

☐ Street Lighting

☐ Other

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: 

Date: November 15, 2016

Print Name: Cyrus Toosi

Title: Assistant Director / Chief Engineer

Utility Name: Metro Water Services

Utility Address: 1800 2nd Ave N

City, State, Zip: Nashville, TN 37080

Phone Number: 615-862-4534

Fax Number: 615-862-4919

Email Address: cyrus.toosi@nashville.gov



Declaration of Scheduled Calendar Days

Project Number: 19046-2214-14

Date: November 15, 2016

Description: SR-112, (Clarksville Pk), from SR-12 (Ashland City Hwy) to SR-155 (Briley Parkway)

County: Davidson

Utility Name: Metro Water Services

Address: 1600 2nd Avenue N

City, State: Nashville

Zip Code: 37208

Phone Number: 615-862-4534

Fax Number:

Type of Facilities: ☒ Water ☐ Sewer ☐ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

Required Period services cannot be interrupted: Over 24 hours

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	30	
Mobilize Work Force (Including Bidding process If Required)		
Complete Relocation	150	
Total Days To Complete	180 ✓	

Special Conditions:

Signature of submitting
Utility Representative

Date

11-17-16

Signature of submitting
State Representative

Irja Eghbal

Date

5/1/17

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF WATER AND
SEWERAGE SERVICES**

RECOMMENDED BY:

DocuSigned by:

Scott Potter

Scott A. Potter, Director
Water and Sewerage Services

DATE: 3/2/2021

APPROVED AS TO THE AVAILABILITY
OF FUNDS:

DocuSigned by:

Kevin Crumbo

Kevin Crumbo, Director
Department of Finance

DATE: 3/2/2021

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Tara Ladd

Assistant Metropolitan Attorney

DATE: 3/3/2021

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

John Cooper, Mayor

DATE: _____

ATTEST:

Metropolitan Clerk

DATE: _____

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. _____

A resolution approving Supplement #1 to an Intergovernmental Agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to construct PIN Number 103764.00, SR-112, (Clarksville Highway), from SR-12 (Ashland City Highway) to SR-155 (Briley Parkway), State Project No. 19046-2214-14, MWS Project Nos. 16-SC-0034 and 16-WC-0042 and Proposal No. 2017M-014AG-002).

Introduced _____

Amended _____

Adopted _____

Approved _____

By _____
Metropolitan Mayor



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

March 1, 2021

To: Peggy Deaner, Metro Water Services

**Re: Supplement 1 To TDOT Utility Relocation Contract #8713 Water
Planning Commission Mandatory Referral #2017M-014AG-002**
Council District #01 – Jonathan Hall, Council Member
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 to approve Supplement 1 to Contract number 8713, between TDOT and Metro Water and Sewer Department for replacements and betterments along Clarksville Pike, from Ashland City Highway to Briley Parkway (see vicinity sketch for details).

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.

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](tel:615-862-7208).

Sincerely,

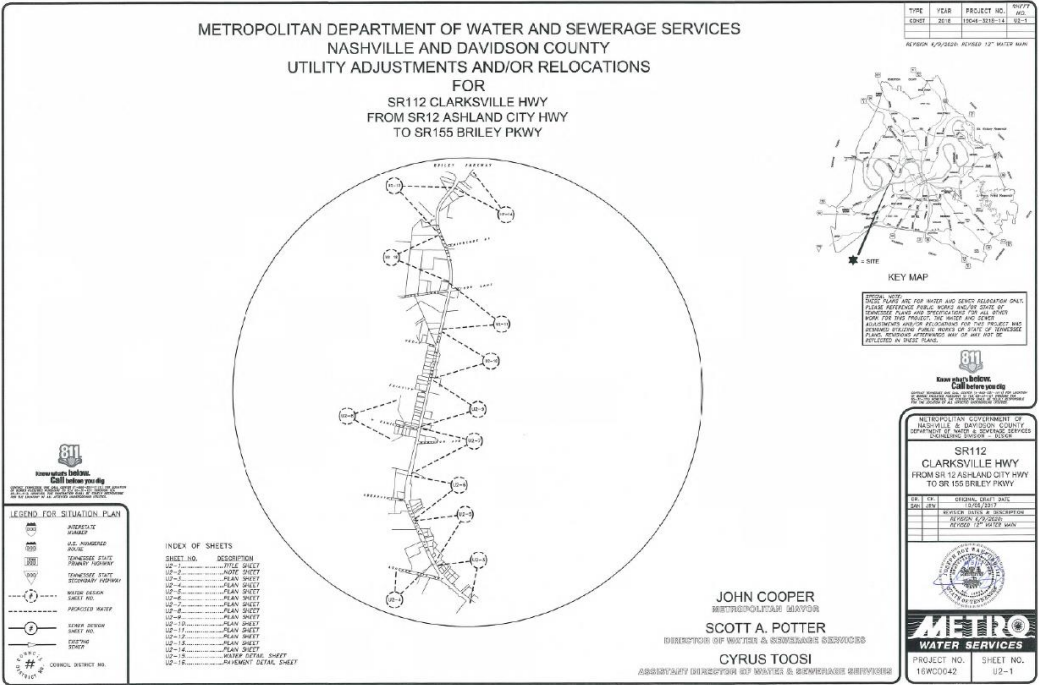
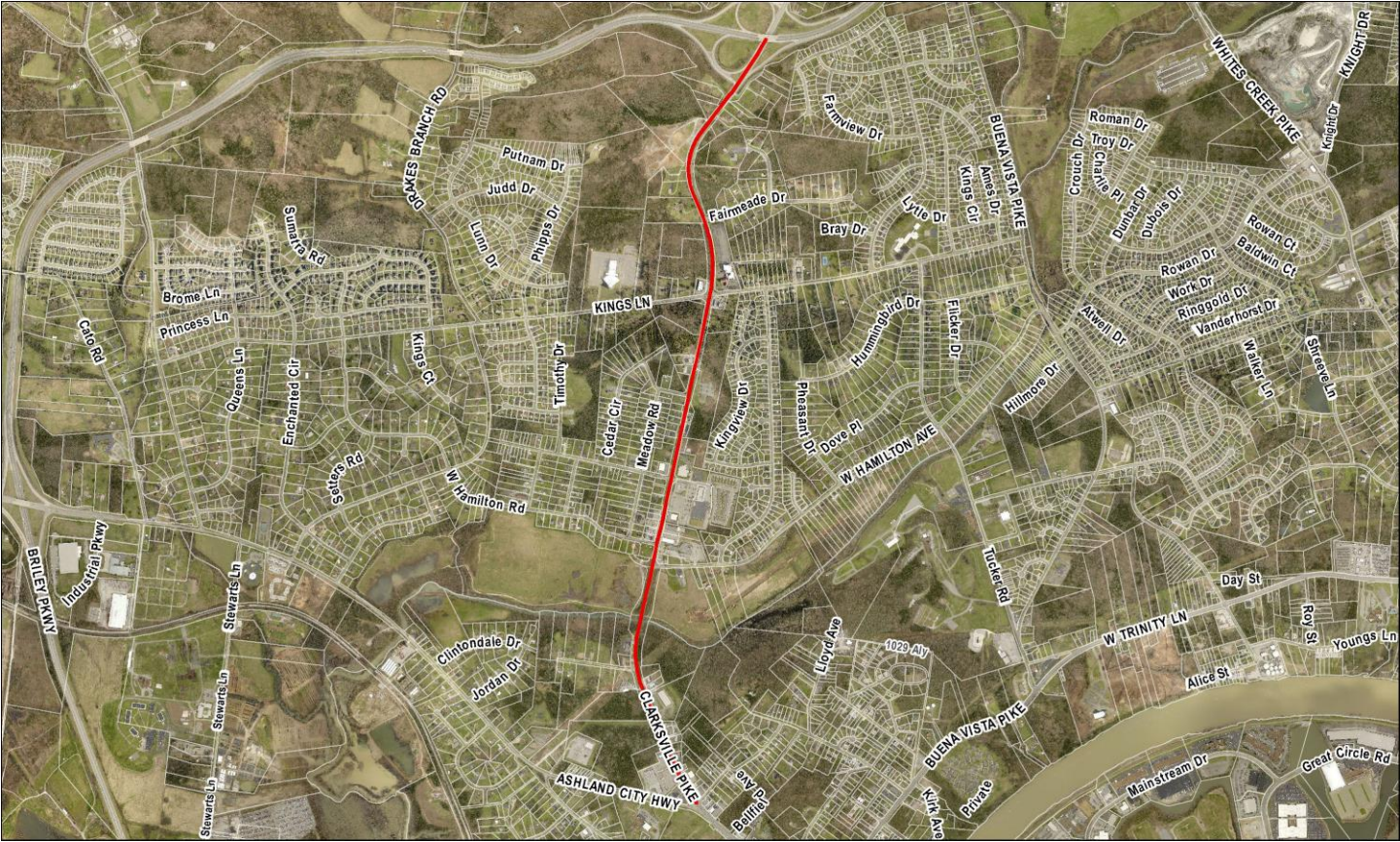
A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department

cc: Metro Clerk, Shannon Hall

Re: Supplement 1 To TDOT Utility Relocation Contract #8713 Water
Planning Commission Mandatory Referral #2017M-014AG-002
Council District #01 – Jonathan Hall, Council Member
Council District #02 – Kyonzté Toombs, Council Member

A request to approve Supplement 1 to Contract number 8713, between TDOT and Metro Water and Sewer Department for replacements and betterments along Clarksville Pike, from Ashland City Highway to Briley Parkway (see vicinity sketch for details).





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-826, **Version:** 1

A resolution approving an amendment to the Cooperative Agreement with the United States Department of Agriculture - National Resources Conservation Service to stabilize the stream banks and protect a main sewer line along Mansker Creek near Old Springfield Pike in Davidson County. (MWS Project No. 5110 EWP)

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("MWS") previously entered into a Cooperative Agreement with the United States Department of Agriculture - National Resources Conservation Service ("NRCS") approved by RS2020-539, wherein NRCS agreed to contribute 75% of the estimated construction costs associated with the Mansker Creek stabilization; and,

WHEREAS, the amendment increases the estimated construction costs to \$195,354.37 with Metro paying 25% of those costs or an estimated \$45,431.25, as set forth in Exhibit 1; and,

WHEREAS, it is in the best interest of the citizens of The Metropolitan Government of Nashville and Davidson County that the amendment be accepted.

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

Section 1. That the amendment to the Cooperative Agreement by and between the United States Department of the Agriculture - National Resources Conservation Service and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, to stabilize the stream banks and protect a main sewer line along Mansker Creek near Old Springfield Pike in Davidson County, a copy of which amendment is attached hereto and incorporated herein, is approved, and the Director of Water and Sewerage Services Department is authorized to execute the same.

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

Analysis

This resolution approves an amendment to a cooperative agreement between the Metropolitan Government and the United States Department of Agriculture - Natural Resources Conservation Service (NRCS) to stabilize the stream banks and protect a main sewer line along Mansker Creek near Old Springfield Pike in Davidson County. The original agreement was approved by Resolution No. RS2020-539 with a total project cost of \$107,462.37 to be funded as follows: NRCS would pay \$74,973.75 for construction costs and \$7,497.37 in technical assistance costs, and Metro Water Services would pay a fixed cost not to exceed \$24,991.25.

The amendment to the contract increases the project cost by \$195,354.37 with Metro paying 25% of those costs (\$45,431.25) and NRCS paying the remaining 75%.



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR204741XXXXC026	2. Amendment Number 0003	3. Award /Project Period 09/23/2020 - 04/30/2021	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 675 U.S. Courthouse, 801 Broadway Nashville, TN 37203		6. Recipient Organization (Name and Address) NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF NASHVILLE, CITY OF P.O. BOX 196300 NASHVILLE TN 37219-6300 DUNS: 078217668 EIN:	
7. NRCS Program Contact Name: Marcus Miller Phone: (615) 277-2561 Email: alton.miller@tn.usda.gov	8. NRCS Administrative Contact Name: CASSANDRA HAYES Phone: 615-862-4505 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact Name: Josh Hayes Phone: 615-880-2420 Email: joshua.hayes@nashville.gov	10. Recipient Administrative Contact Name: Josh Hayes Phone: 615-880-2420 Email: joshua.hayes@nashville.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1 33 U.S.C. 701-b	13. Type of Action Amendment/Revision	14. Program Director Name: Josh Hayes Phone: 615-880-2420 Email: joshua.hayes@nashville.gov
15. Project Title/ Description: Streambank Stabilization for DSR 5110-200 Mansker Cr. Sewer Line in Davidson County, TN; ezFG ID: 6000015147. Amendment increases funds.			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$82,471.12	\$24,991.25	
Additional funds total	\$67,452.00	\$20,440.00	
Grand total	\$149,923.12	\$45,431.25	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$136,293.75	Other	\$13,629.37
Total Direct Cost	\$149,923.12	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$45,431.25
		Total Federal Funds Awarded	\$149,923.12
		Total Approved Budget	\$195,354.37

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Sheldon Hightower State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Scott Potter Director Metro Water Serv/ Stormwtr	Signature DocuSigned by: <i>Scott Potter</i> 994E7D0AE02B458...	Date 3/1/2021

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

Purpose

The purpose of this amendment is to increase the amount of funding as shown on NOA and the updated budget narrative section, and replace the General Terms and Conditions. This is due to the increase in costs to construct the recovery stabilization project. Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

Objectives

The objective of this agreement is to provide both financial assistance and technical assistance funding to the Sponsor to implement EWP project measures to remove watershed impairments caused by the February 2020 Storm event that created imminent hazards to life and property. Implementation of the EWP project measures will be through a construction contract solicited, administered, and managed by the Sponsor including engineering design, construction management, and construction inspection services. The individual Damage Survey Report (DSR) defines the site location, type of work planned, and pre-design estimated construction costs. The construction costs have been amended to reflect the revised DSR as described here:

- DSR No. 5110-200 revised – Davidson County – Mansker Creek Sewer line – construct rock riprap revetment to stabilize the streambank and protect a main sewer line - \$181,725.00 Total Estimated Construction Cost (TCC).

Budget Narrative

The below Budget Narrative replaces the Budget Narrative in the original agreement.

The official budget (including cost category itemization as identified on the SF-424A) described in this Budget Narrative will be considered "the total budget as last approved by the Federal awarding agency" for this award.

A. The estimated costs for the Project as amended:

1. Total Amended Estimated Project Budget (Construction + TA): \$195,354.37 (increase of \$87,892.00)

The amended budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$136,293.75 (increase of \$61,320.00) + 25% Sponsor \$45,431.25 (increase of \$20,440.00)): \$181,725.00

Technical Assistance (TA) Costs:

Solicitation, Contract Administration & Management, Engineering Design, Construction Management, and Construction Inspection Services Costs (100% NRCS): \$13,629.37 (increase of \$6,132.00)

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.499997248 percent of the total construction cost for contract solicitation, administration and management, engineering design, construction management, and construction inspection services costs. It is possible that technical and administrative services costs will exceed this amount, requiring the Sponsor to contribute resources to complete the technical, administrative, and management work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs in compliance with the requirements of the NRCS State Conservation Engineer concurred plans and specifications, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation and NRCS acceptance of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative services costs directly charged

to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. TA reimbursement will be made after sufficient FA funding has been expended to earn the TA as required by EWP policy. These costs include

a. contract administration services costs include, but not limited to, developing the solicitation package, soliciting, evaluating, awarding and administering the contract(s) for construction and engineering services including project management, verifying and record keeping.

b. engineering costs include, but not limited to, developing a project design that includes construction plans and specifications, an operations and maintenance plan, a quality control / assurance inspection plan, an engineer's cost estimate for installation, etc.; construction management, and construction inspection services costs including all necessary activities to manage the construction, provide the engineering design & documentation, inspect construction, all project documentation, record keeping, and ensuring compliance to NRCS policy, standards and specifications.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any non-cash materials or services and in-kind contribution shall be agreed to in writing prior to implementation in the Plan of Operations (PO).

Responsibility of the Parties

There are no changes to this section from the original statement of work.

Expected Accomplishments and Deliverables

There are no changes to this section from the original statement of work.

Resources Required

There are no changes to this section from the original statement of work.

Milestone

There are no changes to this section from the original statement of work.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FPAC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:”

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.
8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
 - i. State identification and county number (where reported and where located).
 - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - iii. Farm, tract, field, and contract numbers.
 - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - v. Acreage information, including crop codes.
 - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System.
 - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - viii. Location of conservation practices.
2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.
3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.
- c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.
- d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

- a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.
- b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient.
- c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance.
- d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance.
- e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.
- f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work.
- g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

National Resources Conservation Service
 Cooperative Agreement to stabilize the stream banks and protect a main sewer line along
 Mansker Creek near Old Springfield Pike in Davidson County.

This Amendment to the Agreement shall not be binding upon the Local Agency until it has been
 signed by all necessary parties; and approved, accepted, and/or ratified by a proper ordinance
 or resolution of the Metropolitan Council and filed in the Office of the Metropolitan Clerk.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their
 respective authorized officials as of the date written below.

Recommended by:

DocuSigned by:

Scott Potter

3/1/2021

694E7D0A502B458...
 Scott Potter, Director
 Water & Sewer Department

Date

Approved as to Availability of Funds:

DocuSigned by:

Kevin Crumbo

3/3/2021

6ACD297069514E9
 Kevin Crumbo, Director
 Department of Finance

Date

Approved as to Risk and Insurance:

DocuSigned by:

Balogun Cobb

3/3/2021

66804BF12FD7416
 Director of Risk Management Services

Date

Approved as to Form and Legality:

DocuSigned by:

Tara Ladd

3/3/2021

6355EC378EE2407
 Metropolitan Attorney

Date

The Metropolitan Government of Nashville &
 Davidson County:

 John Cooper
 Metropolitan Mayor

 Date

Attest this the ____ day of March, 2021.

 Metropolitan Clerk

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. _____

A resolution approving an amendment to the Cooperative Agreement with the United States Department of Agriculture – National Resources Conservation Service to stabilize the stream banks and protect a main sewer line along Mansker Creek near Old Springfield Pike in Davidson County. (MWS Project No. 5110 EWP)

Introduced _____

Amended _____

Adopted _____

Approved _____

By _____
Metropolitan Mayor



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-827, Version: 1

A resolution to amend Ordinance No. BL2020-589 to authorize The Metropolitan Government of Nashville and Davidson County to accept additional sanitary sewer main, for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5 (MWS Project Nos. 20-WL-40 and 20-SL-75 and Proposal No. 2020M-101ES-002).

WHEREAS, Ordinance No. BL2020-589, approved January 19, 2021, authorized the acceptance of approximately 1,569 linear feet of new eight inch water main (DIP), approximately 180 linear feet of new four inch water main (DIP), approximately 1,298 linear feet of new eight inch sanitary sewer (PVC), approximately 147 linear feet of new eight inch sanitary sewer (DIP), three fire hydrant assemblies, 12 sanitary sewer manholes and easements, for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5; and,

WHEREAS, the acceptance of an additional 40 linear feet of new eight inch sanitary sewer main (PVC) and easement are needed to construct project numbers 20-WL-40 and 20-SL-75; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-101ES-002 on February 11, 2021, for the acceptance of an additional 40 linear feet of new eight inch sanitary sewer main (PVC) and easement; and,

WHEREAS, Ordinance No. BL2020-589 provides that amendments to the legislation shall be approved by resolution.

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

Section 1. That Ordinance No. BL2020-589 is hereby amended by deleting Section 1 in its entirety and replacing it with the following:

The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 1,569 linear feet of new eight inch water main (DIP), approximately 180 linear feet of new four inch water main (DIP), approximately 1,338 linear feet of new eight inch sanitary sewer (PVC), approximately 147 linear feet of new eight inch sanitary sewer (DIP), three fire hydrant assemblies, 12 sanitary sewer manholes and easements, for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5, as shown on Exhibit 1, which is attached hereto and incorporated by reference:

Map & Parcel:

Address:

18700000100

Burkitt Road (unnumbered)

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

Section 3. This resolution shall take effect upon passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution amends Ordinance No. BL2020-589 to accept additional sanitary sewer main for property located at Burkitt Road (unnumbered) for the Burkitt Ridge Phase 5 development. The original ordinance accepted 1,569 linear feet of new eight inch water main, 180 linear feet of new four inch water main, 1,298 linear feet of new eight inch sanitary sewer, 147 linear feet of new eight inch sanitary sewer, three fire hydrant assemblies, 12 sanitary sewer manholes, and easements. It has been determined that an addition 40 feet of new eight inch sanitary sewer is required.

This resolution accepts the additional 40 feet of sewer line. Ordinance No. BL2020-589 provided that future amendments can be approved by resolution.

This resolution has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Metro Water Services.

Burkitt Ridge Phase 5 Sewer Revision

Project Nos: 20SL0075 (2020016748) and 20WL0040 (2020016743)

Proposed 8-Inch Sanitary Sewer Pipe (PVC) 1338 LF

Proposed 8-Inch Sanitary Sewer Pipe (DIP)...147 LF

Proposed Sanitary Sewer Manholes... 12 Units

Proposed 8-Inch Water Main (DIP)...1569 LF

Proposed 4-Inch Water Main (DIP)...180 LF

Proposed Fire Hydrant Assemblies... 3 Units (and easements)

January 22, 2021

Council District 31

Tax Map: 187 Parcel: 1

ENGINEER: Anderson, Delk, Epps, & Associates Inc.

(Eric Olsen, P.E.)

Revision adjusts manhole to North 40 LF

-----CAUTION-----
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

1 inch = 100 feet

METRO

WATER SERVICE 445



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-828, **Version:** 1

A resolution honoring the workers who assisted Nashville throughout the recent winter storm.

WHEREAS, the week of February 14, freezing temperatures and a significant amount of precipitation lead to ice and snow across the country, including Middle Tennessee; and

WHEREAS, Nashville and Davidson County saw several inches of sleet, snow, and freezing rain, creating dangerous conditions; and

WHEREAS, thousands of Nashville residents lost power and road conditions became treacherous; and

WHEREAS, while many Nashvillians hunkered down at home, others got to work making sure Nashville was able to continue moving forward; and

WHEREAS, Metro Public Works crews plowed and salted primary and secondary roads across Davidson County beginning Sunday February 14 at 5:30am and continued in 12 hour shifts to ensure routes were passable; and

WHEREAS, Metro Nashville Police Department officers worked extended hours to help answer weather-related calls; and

WHEREAS, Nashville Electric Service responded to calls from customers without power, working throughout the night to restore power to impacted areas; and

WHEREAS, the Office of Emergency Management continued cold patrols to check on members of the homeless community and provide blankets, gloves, hand warmers, and care items, and coordinated transportation to the Extreme Cold Weather Overflow Shelter and other sheltering options; and

WHEREAS, Metro Social Services also continued to provide care at the Extreme Cold Weather Shelter at the Nashville Fairgrounds to hundreds of individuals; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognizes the work of these employees and the Council is grateful for their consistent service during the recent winter storm.

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 goes on record as honoring the workers who assisted Nashville throughout the recent winter storm.

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 #: RS2021-829, **Version:** 1

A Resolution honoring the life of Elizabeth Duff.

WHEREAS, Elizabeth Duff, the first female Metropolitan Transit Authority (MTA) bus driver and the first Black female bus driver, died on February 13, 2021, due to complications from COVID-19; and

WHEREAS, Mrs. Duff, a native of Nashville, was hired by MTA as a bus driver in 1974 fulfilling a childhood dream after learning that MTA was looking for bus female bus drivers; and

WHEREAS, Elizabeth Duff loved her job as an MTA bus driver, a position she held until her retirement in 2007; and

WHEREAS, while speaking about driving a bus in a 2004 interview with *The Tennessean*, Duff said she loved the feel and sound of the bus, and loved the interaction with the passengers; and

WHEREAS, colleagues of Elizabeth Duff remember her not only for breaking the gender barrier, but for her cheerful attitude and her outstanding service, including being named the 2004 Tennessee Public Transportation Association Urban Driver of the Year; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognize and honor the life of Elizabeth Duff for being one of Nashville's unsung heroes who helped pave the way for women to serve in positions that had traditionally been held by men.

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

Section 1. The Metropolitan Council hereby goes on record as honoring the life of Elizabeth Duff.

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 #: RS2021-830, **Version:** 1

A resolution recognizing the 55th Anniversary of the 1966 Pearl High School State Basketball Championship team.

WHEREAS, 2021 marks the 55th Anniversary of the 1966 Pearl High School basketball team, which was the first all Black team to play an all White team in the state championship; and

WHEREAS, the 1966 Pearl High School team was coached by the legendary Cornelius Ridley, with a starting lineup consisting of Ted McClain, Perry Wallace, Walter Fisher, James Douglas, and Joe Herbert; and

WHEREAS, the 1966 team won 32 consecutive games with no defeats, including a victory over Memphis's Treadwell High School for the state championship held in Vanderbilt University's Memorial Gymnasium; and

WHEREAS, Governor Frank Clement, who had previously watched the team play, presented the state championship trophy to the Pearl High School basketball team, which was the first time for a governor to present the trophy; and

WHEREAS, the 1966 Pearl High School basketball team inspired all who were witness to their outstanding achievements on the hardwood, which went on to pave the way for present-day athletes of color in Nashville; and

WHEREAS, three of the five starting players are in the Metro Nashville Sports Hall of Fame, with a fourth to be added this April; and

WHEREAS, the skills and lessons learned on and off the court enabled all of the team's players to graduate from college, and contributed to the future professional successes of the players:

James Douglas graduated from Memphis State University and is in the real estate business

Walter Fisher graduated from Fisk University and is a retired teacher and coach

Willie Fisher is also a retired teacher and coach

Ted McClain graduated from Tennessee State University, played in the NBA, and is now an entrepreneur

Joe Herbert graduated from Fisk University and is a retired Rutherford County Schools principal

Perry Wallace graduated from Vanderbilt University and went on to become a lawyer

Melvin Smith is the owner of a family operated funeral home

Charles "Tony" Moorman is a longtime employee of the Metropolitan Parks Department

Ervin Williams retired from the U.S. military and resides in Texas

Tyrone Fizer is a retired teacher in Maryland

; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognize and honor the outstanding achievements of the 1966 Pearl High School championship basketball team.

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 the 55th Anniversary of the 1966 Pearl High School State Basketball Championship team.

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 #: RS2021-831, **Version:** 1

A resolution recognizing the month of March as “Women’s History Month” in Nashville and Davidson County, and further recognizing the contributions of Diane Nash as part of the month-long celebration.

WHEREAS, the month of March is nationally recognized as “Women’s History Month”, and “International Women’s Day” is annually marked on March 8th, both providing the opportunity to honor and celebrate the vital role of past and present women in American history, celebrate women’s achievements, and raise awareness about women’s equality; and

WHEREAS, in 1987, after being petitioned by the National Women’s History Project, the United States Congress passed Public Law 100-9 which designated the month of March as “Women’s History Month”; and

WHEREAS, International Women’s Day was first celebrated in 1911. The United Nations began recognizing International Women’s Day in 1975 as a day for women’s rights and world peace; and

WHEREAS, this year, the Metropolitan Council Women’s Caucus is highlighting the important contributions of Diane J. Nash in celebration of Women’s History Month; and

WHEREAS, Diane J. Nash was born on May 15, 1938 in Chicago, Illinois, eventually making her way to Nashville, Tennessee when she transferred to Fisk University during her college career; and

WHEREAS, her experiences of the Jim Crow system in the South led her to become a notable civil rights activist, as well as a leader and strategist of the student-led wing of the Civil Rights Movement; and

WHEREAS, Nash strongly supported the direct nonviolent-protest philosophy and was elected chair of the Student Central Committee, and was part of the small group of students who “tested” racial discrimination at Nashville’s lunch counters before the full-scale coordinated sit-ins; and

WHEREAS, notably, Diane Nash asked then-Mayor Ben West if he felt it was wrong to discriminate against people solely based on race or color, to which he replied “yes”, leading Nashville to become the first southern city to integrate lunch counters a mere three weeks later on May 10, 1960; and

WHEREAS, Nash was one of the founding members of the Student Nonviolent Coordinating Committee (SNCC), later becoming the director of their direct-action wing, and was one of the Freedom Riders who helped desegregate interstate transportation facilities; and

WHEREAS, Nash was also an instrumental figure in the 1963 March on Washington for Jobs and Freedom through her work with the Southern Christian Leadership Conference (SCLC), as well as the Voting Rights Act of 1965 through her work with the Alabama Project and the Selma Voting Rights Movement; and

WHEREAS, women of every race, class, sexual orientation, gender identity, and ethnic background have made historic contributions to the growth and strength of the Nation in countless recorded and unrecorded ways; and

WHEREAS, women continue to play critical economic, cultural, and social roles in every sphere of life in America by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, in Nashville and Davidson County, women have been leaders, not only in securing their own

rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and the LGBTQ rights movement; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognizes “Women’s History Month” and honors the countless contributions of women, and further recognizes Diane Nash and her historic and significant contributions to the city of Nashville.

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

Section 1. The Metropolitan Council hereby goes on record as recognizing the month of March as “Women’s History Month” in Nashville and Davison County, and further recognizes the contributions of Diane Nash as part of the month-long celebration.

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 #: RS2021-832, **Version:** 1

A resolution accepting a grant from State Farm to The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, for the acquisition and training of an accelerant detection canine team.

WHEREAS, State Farm has awarded a grant, with an estimated value not to exceed \$25,000.00 with no cash match required, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, for the acquisition and training of an accelerant detection canine team, a copy of which grant is attached hereto; and,

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

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

Section 1. That the grant by and between State Farm, with an estimated value not to exceed \$25,000.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, for the acquisition and training of an accelerant detection canine team, 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 Nashville Fire Department based on the revenues estimated to be received and any match to be applied.

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

Resolution No. _____

A resolution accepting a grant from State Farm to The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, for the acquisition and training of an accelerant detection canine team.

WHEREAS, State Farm has awarded a grant, with an estimated value not to exceed \$25,000.00 with no cash match required, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, for the acquisition and training of an accelerant detection canine team, a copy of which grant is attached hereto; and,

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

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

Section 1. That the grant by and between State Farm, with an estimated value not to exceed \$25,000.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, for the acquisition and training of an accelerant detection canine team, 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 Nashville Fire Department based on the revenues estimated to be received and any match to be applied.

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

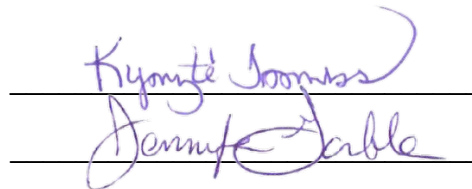
APPROVED AS TO AVAILABILITY
OF FUNDS:

DocuSigned by:



Kevin Cumbo, Director
Department of Finance

INTRODUCED BY:



Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:



Phyllinda Ramsey
Assistant Metropolitan Attorney

GRANT SUMMARY SHEET

Grant Name: State Farm Arson Dog Program 21-21

Department: FIRE DEPARTMENT

Grantor: STATE FARM

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

Total Award this Action: \$25,000.00

Cash Match \$0.00

Department Contact: Leigh Anne Burtchaell
862-6364

Status: CONTINUATION

Program Description:

NFD was awarded a \$25,000 scholarship to the State Farm Arson Dog Program. NFD did not apply for this scholarship. Upon successful completion of the all expenses paid 4 week training program, NFD will receive a certified Arson Dog. The training begins April 4, 2021.

Plan for continuation of services upon grant expiration:

Expenses will be funded through NFD operating budget.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>													
Department	Dept. No.	Contact				Phone	Fax												
FIRE DEPARTMENT	032	Leigh Anne Burtchaeil				862-6364	214-3680												
Grant Name:		State Farm Arson Dog Program 21-21																	
Grantor:		STATE FARM				Other:													
Grant Period From:		03/09/21	(applications only) Anticipated Application Date:																
Grant Period To:		06/30/21	(applications only) Application Deadline:																
Funding Type:	CORPOR	Multi-Department Grant		<input type="checkbox"/> If yes, list below.															
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>															
Award Type:	OTHER	Total Award:		\$25,000.00															
Status:	CONTINUATION	Metro Cash Match:		\$0.00															
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00															
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>															
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>																	
<p>NFD was awarded a \$25,000 scholarship to the State Farm Arson Dog Program. NFD did not apply for this scholarship. Upon successful completion of the all expenses paid 4 week training program, NFD will receive a certified Arson Dog. The training begins April 4, 2021.</p>																			
<p>Plan for continuation of service after expiration of grant/Budgetary Impact:</p> <p>Expenses will be funded through NFD operating budget.</p>																			
<p>How is Match Determined?</p> <p>Fixed Amount of \$ _____ or _____ % of Grant Other: <input type="checkbox"/></p> <p>Explanation for "Other" means of determining match:</p>																			
<p>For this Metro FY, how much of the required local Metro cash match:</p> <p>Is already in department budget? _____ Fund _____ Business Unit _____</p> <p>Is not budgeted? _____ Proposed Source of Match: _____</p> <p>(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)</p> <p>Other: _____</p> <table border="1"> <tr> <td>Number of FTEs the grant will fund:</td> <td>0.00</td> <td>Actual number of positions added:</td> <td>0.00</td> </tr> <tr> <td>Departmental Indirect Cost Rate</td> <td>29.54%</td> <td>Indirect Cost of Grant to Metro:</td> <td>\$7,385.00</td> </tr> <tr> <td>*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No % Allow.</td> <td>0.00%</td> <td>Ind. Cost Requested from Grantor:</td> <td>\$0.00 in budget</td> </tr> </table> <p>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</p> <p>Draw down allowable? <input type="checkbox"/></p> <p>Metro or Community-based Partners:</p>								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:	\$7,385.00	*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No % Allow.	0.00%	Ind. Cost Requested from Grantor:	\$0.00 in budget
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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			\$25,000.00				\$25,000.00	\$0.00	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$0.00	\$25,000.00	\$0.00		\$0.00	\$25,000.00	\$0.00	\$0.00
Date Awarded:				03/09/21	Tot. Awarded:		\$25,000.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 5/13/13
5196

GCP Rec'd
03/10/21

GCP Approved
03/10/21

VW

From: Hutchison, Lawrence (NFD) [Lawrence.Hutchison@nashville.gov]
To: Burtchaell, Leigh Anne (NFD-ADM) [LeighAnne.Burtchaell@nashville.gov]
Subject: Fwd: State Farm Arson Dog Program Scholarship notification - April 2021 class
Sent: Tue 3/9/2021 8:45 AM GMT-08:00
Importance: Normal

From: Heather Paul <heather.paul.jaw8@statefarm.com>
Sent: Tuesday, March 9, 2021 9:54 AM
To: Hutchison, Lawrence (NFD)
Cc: 'Paul and Wendy Gallagher (mainek9@aol.com)'
Subject: State Farm Arson Dog Program Scholarship notification - April 2021 class

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

March 9, 2021

Fire Marshal Lawrence Hutchison
Nashville Fire Department

Fire Marshal Hutchison:

Congratulations! Your department has been selected to receive a scholarship for the State Farm® Arson Dog Program in 2021. State Farm and Maine Specialty Dogs would like to invite you to participate in the spring class scheduled for April 5-30, 2021 in Concord, New Hampshire. We understand that the Nashville Fire Department is finalizing the handler who would attend training should the City of Nashville accept the scholarship.

The State Farm scholarship includes all training fees, acquisition of the dog and lodging during the training, food during training for the dog and handler, certification, and transportation expenses to and from the training facility in Concord, NH. The estimated value of this scholarship is \$25,000. State Farm will assist you and your department with travel arrangements. Information on travel assistance and details of the arson dog school will be sent once class attendance are confirmed.

If the handler decides to fly to and from training, the airlines will require a letter on the City of Nashville or Fire Department letterhead stating the dog and handler are a working canine team with the Nashville Fire Department and they are on official duty. This will allow the dog to fly in cabin with the handler on the airplane instead of cargo.

As stated in the application, once the team graduates from the school, yearly maintenance, care and upkeep of the K-9 is the responsibility of the department. This would include yearly recertification training. Please let us know if you have any questions regarding the training, the scholarship, re-certifications or need any other information regarding the program.

Please confirm your acceptance of the scholarship by March 19, 2021. Additional information about the class and arranging for travel to training will be sent out once we have received your acceptance.

I can be reached by e-mail at heather.paul.jaw8@statefarm.com <<mailto:heather.paul.jaw8@statefarm.com>> or by phone at (309) 766-0922 if you have any questions. You can also review information at the website - www.arsondog.org <<http://www.arsondog.org>> .

Congratulations again and we are looking forward to working with you and your department!

cc Paul Gallagher - Owner and Head Trainer, Maine Specialty Dogs

Heather Paul
Brand Promotion Specialist
Public Affairs - State Farm®
Desk: 309-766-0922
Mobile: 309-826-7899
Email: heather.paul.jaw8@statefarm.com <<mailto:heather.paul.jaw8@statefarm.com>>



State Farm® Arson Dog Program Quick Facts

Key Messages

- Arson is a very serious problem as each year hundreds of lives are lost and millions of dollars in property damage occurs as a result of arson. It is important that law enforcement officials have every tool possible to combat this costly and sometimes deadly crime.
- Public education on arson, arson investigation and fire prevention through community outreach programs is essential to providing safer communities.
- State Farm's sponsorship of this program parallels with the values and characteristics it strives for as a good corporate citizen and is a perfect complement to State Farm's good neighbor values.
- Arson dogs can help fire investigators or law enforcement find evidence of arson crime quickly.
- Using their super strong noses, arson dogs are trained to point out where there is evidence that a fire has been started on purpose. Evidence can be gasoline, oil, or many other types of fuels that can start a fire.
- More information can be found by visiting www.arsondog.org.

Arson Dog Program Facts

- Program was established in conjunction with the Maine State Police and the Maine Criminal Justice Academy in 1993 through the sponsorship of State Farm.
- Over the past 25 years, more than 400 teams have been trained and placed in 45 states, District of Columbia and Canada through the State Farm Arson Dog Program.
- As of April 2018, there are over 100 certified arson dog teams trained through the State Farm Arson Dog Program in service. These teams investigate fire scenes to find evidence of possible arson across North America.
- The K9s are all Labrador Retrievers or Goldadors (Lab x Golden Retriever mix) because:
 - Labs have a superior ability to discriminate scents at a fire scene (the nose of a lab can smell in parts per quintillion!).
 - Labs generally have a good disposition and an outgoing personality.
 - Labs are very active and have a "love to work" type attitude.
- K-9s are chosen through a cooperative program with guide dog and disability assistance canine organizations, as well as through local animal shelters and humane societies.
- K9s are trained using the food reward method, meaning the dogs only eat from the hand of their handler when they are training or working a fire scene. They never eat from a dog bowl!
- K9s live and retire in the home of their handler.
- K9s are trained by Maine Specialty Dogs and are certified through the Maine State Criminal Justice Academy. The K-9s and handlers are required to complete 200 hours/ four weeks of training.
- Teams (K9s and handlers) are required to be recertified every year to remain a certified Accelerant Detection Canine team.



Did you know?

- Since 1993, the State Farm Arson Dog Program have placed teams in 3 Canadian provinces, 45 states and the District of Columbia. Only five U.S. states haven't had a dog trained through the program: Nevada, Alaska, Connecticut, Vermont, and South Dakota.
- Honolulu Fire Department will get their first arson dog team in 2018 and will be training in the 50th class for the State Farm Arson Dog Program. Honolulu is also the capital of Hawaii, the 50th state.
- The northern-most team trained through the State Farm Arson Dog Program is near Edmonton, Alberta, Canada. That team has even traveled north of the Arctic Circle to investigate fires!
- Paul Gallagher, owner and head trainer of Maine Specialty Dogs, has been training all of the arson dog teams for the State Farm Arson Dog Program since the first class in February 1993. And he is allergic to dogs!
- The State Farm Arson Dog Program has trained new arson dog teams every year for a quarter of a century. It is the longest continuous arson dog training program in North America.
- Three State Fire Marshal Offices have been involved with the State Farm Arson Dog Program since the first year in 1993 – New Hampshire State Fire Marshal's Office, Georgia State Fire Marshal's Office, and Illinois State Fire Marshal's Office.
- Paul Gallagher was the first arson dog handler for the State of Maine as a trooper with the Maine State Police. His partner, K9 Maddie, passed away at the age of 18.
- In 2016, State Farm paid nearly \$2.5 BILLION for residential and commercial fire-related claims (45,757 claims). The average paid per claim was \$54,531.

Superhero powers...SMELL!

- Dogs possess up to 300 million olfactory receptors in their noses, compared to about six million in us.
- The part of a dog's brain that is devoted to analyzing smells is 40 times greater than humans.
- We might notice if our coffee has had a teaspoon of sugar added to it but a dog could detect a teaspoon of sugar in a million gallons of water, or two Olympic-sized pools.
- When an arson dog smells gasoline or evidence at a fire, they sit down and point to it with their nose...even if it is buried under burnt debris or has been soaked in water!



**SIGNATURE PAGE
FOR
GRANT NO. 2021 State Farm Arson Dog Program**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:
William Swann
14A644EDCBCF446...

Director – Chief
Fire Department

3/9/2021

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

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

3/10/2021

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Colob
Director of Insurance

3/10/2021

Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Phylinda Ramsey
Metropolitan Attorney

3/10/2021

Date

FILED:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-833, Version: 1

A resolution expressing opposition to House Bill 1280/Senate Bill 1342 which proposes to mandate nonpartisan races for all offices elected in countywide elections in Davidson County and Shelby County.

WHEREAS, each year the Tennessee General Assembly (General Assembly) convenes in legislative session in January. During the legislative session, the General Assembly adopts new laws that affect a wide range of issues; and

WHEREAS, currently pending for consideration in the 112th Regular Session (2021-2022) is House Bill 1280 /Senate Bill 1342 which, as introduced, amends Tennessee Code Annotated, Section 17-1-103 to include a new subsection (c), which would require that "...elections for all judicial offices that are elected in a countywide election must be nonpartisan..."; and

WHEREAS, HB1280/SB1342, as introduced, also amends Tennessee Code Annotated, Section 2-13-208(b) to say that, "...elections for all offices that are elected in a countywide election and elections for the legislative body must be nonpartisan"; and

WHEREAS, last year, the Tennessee Court of Appeals held that legislation applicable only to Shelby and Davidson County regarding the proposed school voucher program was unconstitutional, as it violated Article XI, Section 9 of the Tennessee Constitution; and

WHEREAS, laws adopted by the Tennessee General Assembly that apply only to particular counties, such as HB1280/SB1342, are constitutionally suspect as they target particular local governments without the constitutionally required approval of the local legislative body; and

WHEREAS, while this legislation purports to apply to any county in Tennessee with a population greater than 500,000, in reality, this legislation would only apply to Davidson County and Shelby County; and

WHEREAS, further, HB1280/SB1342, if adopted in its current form, would significantly change the countywide election process for electing the county judges, county sheriff, and district attorney general in Davidson County and Shelby County, and the county legislative body in Shelby County just to name a few of the partisan countywide elected offices in these counties; and

WHEREAS, if passed, HB1280/SB1342 would change the election process in only two Tennessee counties. While the offices of Mayor and Councilmember are already nonpartisan in Metro Nashville, removing party labels would require a voter in Davidson County or Shelby County to research and find other commonalities to associate themselves with a group of candidates in lieu of the longstanding traditional party labels used to identify candidates for approximately 100 years in countywide elections, something not required of voters in other counties; and

WHEREAS, the Metropolitan Council of Nashville and Davidson County expresses its opposition to HB1280/SB1342, which would drastically alter elections in Davidson County and Shelby County.

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

Section 1. That the Metropolitan Council of Nashville and Davidson County hereby goes on record as

opposing HB1280/SB1342, which proposes to mandate nonpartisan races for all county-wide offices in Davidson County and Shelby County.

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

Resolution: RS2021-833

A resolution expressing opposition to House Bill 1280/Senate Bill 1342 which proposes to mandate nonpartisan races for all offices elected in countywide elections in Davidson County and Shelby County.

WHEREAS, each year the Tennessee General Assembly (General Assembly) convenes in legislative session in January. During the legislative session, the General Assembly adopts new laws that affect a wide range of issues; and

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WHEREAS, laws adopted by the Tennessee General Assembly that apply only to particular counties, such as HB1280/SB1342, are constitutionally suspect as they target particular local governments without the constitutionally required approval of the local legislative body; and

WHEREAS, while this legislation purports to apply to any county in Tennessee with a population greater than 500,000, in reality, this legislation would only apply to Davidson County and Shelby County; and

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WHEREAS, if passed, HB1280/SB1342 would change the election process in only two Tennessee counties. While the offices of Mayor and Councilmember are already nonpartisan in Metro Nashville, removing party labels would require a voter in Davidson County or Shelby County to research and find other commonalities to associate themselves with a group of candidates in lieu of the longstanding traditional party labels used to identify candidates for approximately 100 years in countywide elections, something not required of voters in other counties; and

WHEREAS, the Metropolitan Council of Nashville and Davidson County expresses its opposition to HB1280/SB1342, which would drastically alter elections in Davidson County and Shelby County.

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

Section 1. That the Metropolitan Council of Nashville and Davidson County hereby goes on record as opposing HB1280/SB1342, which proposes to mandate nonpartisan races for all county-wide offices in Davidson County and Shelby County.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County.

Mayor _____

John Cooper

Date _____



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-675, **Version:** 1

An Ordinance to amend Chapter 3.52 of the Metropolitan Code pertaining to Councilmember compensation studies.

WHEREAS, § 18.05 of the Metropolitan Charter provides that the salaries paid to the Mayor, Vice Mayor, and members of the Metropolitan County Council ("Council") may be changed by the Council as a part of the general pay plan, but shall not be increased or diminished during the period for which they shall have been elected; and

WHEREAS, a compensation study should be conducted every two years in order to better inform the Council regarding the appropriate amount of compensation for Councilmembers based upon the duties of the job and comparative relationship with the salaries of legislative bodies in comparable cities.

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

Section 1. Chapter 3.52 of the Metropolitan Code is hereby amended by adding the following new Section 3.52.020:

3.52.020 Council compensation studies required.

The Metropolitan Department of Human Resources shall conduct a councilmember compensation study every two years to be completed not later than May 1 of every even year starting in 2022. Such study shall include, but not be limited to, the following:

1. An examination of the salaries of Councilmembers, or the equivalents thereof, in cities that are comparable in size to the Metropolitan Government. The study shall include at least six peer cities.
2. Recommendations regarding whether and to what extent the salaries of the Councilmembers should be modified starting with the next Council term, taking into account:
 - a. The duties of the job;
 - b. The comparative relationship with the salaries of similar classifications in comparable cities;
 - c. The size of the local legislative bodies in comparable cities; and
 - d. Whether members of the local legislative bodies in comparable cities serve on a part-time or full-time basis.

Section 2. The Department of Human Resources is further authorized to utilize the services

of a consultant to be selected by the Department to assist with the compensation study required by this Ordinance. The Metropolitan Council shall provide funding for the services of the consultant as needed.

Section 3. This Ordinance shall take effect from and after its passage, the welfare of The Metropolitan

Government of Nashville and Davidson County requiring it.

Analysis

This ordinance would require the Metro Department of Human Resources (HR) to conduct a councilmember compensation study every two years and submit a report to the Council. The first study is to be completed not later than May 1, 2022, and subsequently every two years thereafter. The study is to include an examination of the salaries of legislative bodies in at least six comparable cities. After completing the study, HR is to make a recommendation to the Council as to whether the Councilmember salaries should be modified starting with the next term taking into consideration the job duties, size of the comparable legislative bodies, and whether those members are parttime or fulltime.

Section 18.05 of the Metropolitan Charter allows the Council to change the salary for the Mayor, Vice Mayor, and Councilmembers as a part of the general pay plan, but the salaries cannot change during the term of office.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-676, **Version:** 1

An ordinance amending Title 4 of the Metropolitan Code pertaining to the membership of the Procurement Standards Board and certain contract requirements.

WHEREAS, recent examples of informal subcontracting practices in the private sector demonstrate that the Metropolitan Government, when contracting for certain work in the public sector, may incur substantial risk of liability if awardees similarly fail to follow transparent subcontracting standards; and

WHEREAS, the death of 16-year old Gustavo Ramirez demonstrates that certain practices in the construction industry place the workers in Nashville and Davidson County at risk for serious injury and death; and

WHEREAS, Nashville and Davidson County are now experiencing a shortage of adequately trained, skilled craft laborers, diminishing the Metropolitan Government's ability to maintain public infrastructure and carry out public works in a safe, efficient and workmanlike manner; and

WHEREAS, it is in the best interest of the Metropolitan Government to ensure quality work performed pursuant to publicly procured contracts in order to minimize liability due to employment and safety violations of contracting parties.

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

Section 1. Section 4.08.010 of the Metropolitan Code is hereby amended by deleting subsection B. in its entirety and substituting with the following new subsection B.:

B. Membership of the standards board. The standards board shall be composed of seven members as follows:

1. The director of finance of metropolitan government, who shall serve as chairperson of the board, and who may be represented by a designee;
2. The director of law of metropolitan government, who may be represented by a designee;
3. The head of another department of the metropolitan government, to be appointed to the board by the mayor;
4. One (1) outside member, not an employee or elected official of the metropolitan government, appointed by the metropolitan county council, who shall be selected by that body by a majority vote of its membership, to serve a term of three (3) years, or until a successor has been duly appointed and qualified;
5. Three other outside members, not employees or elected officials of metropolitan government, two of whom shall be appointed by the mayor and one of whom shall be appointed by the Director of the Metro Human Relations Commission, as provided herein, and all shall be confirmed by a majority vote of the whole membership of the council. These members shall serve a term of three years, respectively, or until a successor has been duly appointed and qualified; except, of the members first appointed, one shall serve for a term of two years and one shall serve for a term of three years. Of these two outside members appointed by the mayor, at least one shall be a representative of labor.
6. Provided, however, of the seven members, at least one shall be a female and at least one shall be an African American, provided however, that an African-American female shall not satisfy the requirement of one female and one African American, and shall meet the requirement of only one such position.

Section 2. Chapter 4.08 of the Metropolitan Code is hereby amended by adding the following new subsection

C of Section 4.08.020:

C. The Standards Board shall provide the public an established process for comment relative to the promulgation of regulations.

Section 3. Section 4.04.080 of the Metropolitan Code is hereby amended by adding the following paragraph:

The Purchasing Division shall also maintain a list of all persons or entities with which Metro Government (inclusive of all departments, agencies, and other public entities) contracts. The list shall note which of those persons or entities employ or utilize temporary laborers as defined in Section 4.20.130. The Purchasing Division shall create this list by no later than November 1, 2021 and, at least once a year every year thereafter, it shall update and present the list to the Standards Board and the Metro Council.

Section 4. Section 4.12.010 of the Metropolitan Code is hereby amended by deleting the definition of "Responsible bidder or offeror" in its entirety and substituting it with the following new definition:

"Responsible bidder or offeror" means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. A ruling by a court or a finding of a governmental agency of competent jurisdiction of such person's violation of any federal or state law or regulation regarding employment practices or a finding by a governmental agency of competent jurisdiction of such person's serious violation of any federal or state safety standards shall disqualify that person from meeting the definition of "responsible bidder or offeror" for three (3) years after the ruling or finding. Further, a person's failure to comply with Section 4.20.055 on any prior award shall disqualify that person from meeting the definition of "responsible bidder or offeror" for a period of seven (7) years after the violation.

As used in this Section, "employment practices" shall refer to matters regulated under The Fair Labor Standards Act of 1938, 29 U.S.C. § 201-219; The Family Medical Leave Act, 29 U.S.C. §2601, et seq.; Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 1981 (Section 1981); The Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq.; The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101; The Rehabilitation Act of 1973, 29 U.S.C. § 701, et seq.; the Education Amendments Act of 1972, 20 U.S.C. § 1681, et seq.; the National Labor Relations Act of 1935, 29 U.S.C. § 151, et seq.; or the Tennessee Wage Regulation Act, Tenn. Code. Ann. § 50-2-101, et seq. As used in this section, "serious" shall have the same meaning as the term is used in the Tennessee Occupational Safety and Health Act of 1972, Tenn. Code. Ann. § 50-3-101, et seq., and applicable federal law.

Section 5. Chapter 4.20 of the Metropolitan Code is hereby amended by adding the following new Section 4.20.055:

4.20.055 Subcontractor contracts required.

A. A person awarded a contract pursuant to this Chapter shall require and obtain written contracts for all work performed within the scope of the award, regardless of the awardee's privity with the person performing the work. Such contracts shall include a description of the work to be performed, the timeframe for completing such work, and the compensation (or method for calculating the compensation) to be paid for the work performed. Every person awarded a contract pursuant to this Chapter is responsible for ensuring that any and all subcontractors, lower tier subcontractors, independent contractors, and any other person performing work within the scope of the award are paid in accordance with the terms of their written contracts.

B. A person awarded a contract pursuant to this Chapter shall furnish to the Procurement Department all such written contracts within 30 days of execution of the contract. Such contracts shall constitute public records subject to public inspection and shall be made readily accessible to the public via posting, whether on a publicly available internet site or by physical posting at the site of the contract work.

C. Failure to comply with either A or B of this Section shall be sufficient evidence of lack of integrity and reliability to disqualify the person from meeting the definition of "responsible bidder or offeror" as defined in this Chapter.

D. Every contract issued pursuant to this Chapter shall contain the following clause (where the "Contractor" shall mean the person awarded a contract with the metropolitan government):

Contractor understands and agrees that it alone is responsible to Metro for all of the work under this Contract. Contractor is responsible for all aspects of the Contract, including those performed by a subcontractor. Contractor is responsible for monitoring any subcontractor or other parties performing work under the Contract and is responsible for ensuring that all responsibilities under the Contract are fulfilled. Contractor will be held responsible in the event of non-compliance by any subcontractor.

Section 6. Chapter 4.20 of the Metropolitan Code is hereby amended by deleting subsections A and B of Section 4.20.100 in their entirety and substituting with the following:

A. Any person who may enter into any contractual agreement with the metropolitan government or any agency thereof for any public works or improvements shall maintain for inspection by the purchasing agent certified copies of monthly payroll records, including employees' names, hours worked, and rates paid, but excluding addresses and social security numbers which shall be deleted or redacted, and shall maintain and preserve such payroll records for the previous three hundred sixty-five days on an ongoing basis. The purchasing agent or his designee may periodically examine the records required to be kept under this section.

B. The purchasing agent is authorized to enter into a contract or contracts with qualified, independent firms to perform the necessary review and investigation to determine compliance with the provisions of this chapter; Except that, for every procurement exceeding the sum of one million dollars, the purchasing agent shall enter into a contract or contracts with qualified, independent firms to perform the necessary review and investigation to determine compliance with the provisions of this title. This subsection is in no way intended to subject the metropolitan government to any provision of the federal Davis-Bacon Act.

Section 7. Chapter 4.20 of the Metropolitan Code is hereby amended by deleting Section 4.20.105 in its entirety and substituting with the following:

4.20.105 - Utilization of apprentice, training, and certification programs-Employer information.

A. Any person submitting a bid or proposal for any construction or public works infrastructure project shall furnish the purchasing agent with the following information:

1. The extent of the employer's utilization of federally registered apprenticeship programs;
2. The extent of the employer's utilization of MC3 and MCCR training curriculum;
3. Number of OSHA 10-certified and OSHA 30-certified individuals on project;
4. Number of OSHA 100-certified individuals on project;
5. Percentage of employees on project covered by health benefits offered by the employer; and
6. Percentage of employees on project covered by workers' compensation by employer.

B. The procurement standards board shall establish criteria for weighing the factors set forth in subsection A of this section when evaluating a bid or proposal for any construction or public works infrastructure projects.

Section 8. Chapter 4.20 of the Metropolitan Code is hereby amended by adding the following new Section 4.20.130:

4.20.130 - Sanitation Measures.

Every person awarded a contract for construction or public works infrastructure projects shall ensure that all

individuals performing work on the project have, at a minimum, completed OSHA 10 training prior to commencing work.

Every person awarded a contract for construction projects shall ensure there is at least one handwashing station on every floor of the facility being constructed. Further, every person awarded a contract for construction projects shall ensure that toilets are provided consistent with OSHA Standard No. 1926.51, as amended; except that in no event shall there be fewer than two (2) toilets on the site of the contract work. During the pendency of an emergency order from the State or County Health Department, persons awarded a contract for construction shall provide any personal protective equipment recommended by the Department at no cost to individuals working within the scope of the award.

Section 9. Chapter 4.20 of the Metropolitan Code is hereby amended by adding the following new Section 4.20.140:

4.20.140 - Temporary Labor.

A person awarded a contract or any subcontractor in privity with that person must offer, in writing, direct employment to any temporary laborer that performs 30 days of work within the scope of the award. As used in this Section, "temporary laborer" shall mean a natural person who contracts for employment with any person or entity engaged in the business, for profit, of employing such laborers to perform work or provide services to or for any entity performing work within the scope of an award.

Section 10. This Ordinance shall take effect from and after its enactment, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance amends the Metro Procurement Code to increase the size of the Procurement Standards Board, as well as to impose additional requirements on Metro contractors and bidders for Metro contracts. The Procurement Standards Board is current comprised of five members: the Metro Finance Director (or designee), the Metro Director of Law (or designee), another department head selected by the Mayor, and two outside members appointed by the Mayor and confirmed by the Council. This ordinance would increase the size of the board to seven members. The two additional members would include a person appointed by the director of the Human Relations Commission and one person elected by the Council. In addition, at least one of the members appointed by the Mayor would be required to be a "representative of labor."

This ordinance would also make the following changes to the Procurement Code:

- The ordinance would require the Purchasing Agent to identify which contractors on the list of Metro contractors use temporary labor.
- The ordinance would rewrite the definition of "responsible bidder or offeror." This definition was amended by Ordinance No. BL2019-1731 in August 2019 to provide that a bidder could be deemed disqualified if a court or regulatory agency makes a final determination that the bidder committed a willful violation of employment laws or safety standards within the past five years. This ordinance expands that further to make contractors ineligible to receive a Metro contract for three years if they violate employment laws or for serious safety violations, and makes them ineligible for seven years if

they don't have a written contract for all subcontractor work. The subcontractor contracts must include a description of the work, the timeframe for completion, and the compensation. Prime contractors would be responsible for ensuring all subcontractors are paid in accordance with the terms of their written contract. A copy of each written contract would be required to be provided to the "Procurement Department" within 30 days of execution, which would be open for public inspection. The Council Office would note that there is no Procurement Department in Metro. The Division of Purchases is a division of the Metro Finance Department pursuant to Section 4.08.030 of the Metro Code.

- All Metro contracts would include language stating that the contractor is responsible for ensuring that all contract requirements are satisfied, and will be responsible for noncompliance of a subcontractor.
- The ordinance would require the Purchasing Agent to enter into a contract with an independent firm to ensure compliance "with the provisions of this title," which would be for any provision in the Procurement Code (M.C.L. Title 4), for all contracts exceeding \$1 million. According to the Purchasing Division, this would impact approximately 30 contracts. It is unclear what the cost would be to retain such a consultant. The Purchasing Division's closest approximation would be the cost of construction project managers, who provide a similar service. The cost of construction project managers ranges from 3% to 15% of the total contract amount.
- The bill would modify the Procurement Code provision regarding the utilization of apprenticeship programs and employee health insurance. Ordinance BL2019-1731 amended the Procurement Code to require construction contractors to provide information regarding the utilization of federally-registered apprenticeship programs, whether a certain training curriculum is used, the number of OSHA certified individuals on a project, and the percentage of employees covered by health benefits and workers compensation offered by the employer. This ordinance would add a requirement that such factors be included as part of the bid evaluation process for construction contracts. This means that points would be allocated for these factors when making an award. It is unclear whether this requirement is consistent with T.C.A. § 7-51-1802(c), which prohibits local governments from requiring that contractors provide health benefits.
- The ordinance would require every worker to complete a minimum of 10 hours of OSHA training, ensure at least one handwashing station and at least two toilets are provided at jobsites, and require employers to provide the necessary personal protective equipment while an emergency health order is in effect. Requiring specific levels of training may not be consistent with T.C.A. § 62-6-111(i)(2)(c), which prohibits local governments from imposing additional requirements upon state licensed contractors beyond what the state requires.
- The ordinance would require prime and subcontractors to offer direct employment to any temporary laborer that performs 30 days of work as part of the contract award.

There is currently pending state legislation (SB1150/HB1112) that, as amended, would largely preempt this ordinance.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-677, **Version:** 1

An ordinance amending Metro Code Chapter 10.20 Waste Management by adding Article V to allow for the Metropolitan Government to recover costs for development plans review by the Department of Public Works relating to waste management.

WHEREAS, in Nashville, construction and demolition debris accounts for approximately 23 percent of the total Metropolitan Nashville and Davidson County waste stream; and,

WHEREAS, in December 2019, the Davidson County Solid Waste Region Board adopted Nashville's Long-term Zero Waste Master Plan that aims to reduce the amount of waste Nashville sends to landfills by 90%, including a focus on construction and demolition debris; and,

WHEREAS, many cities nationwide are encouraging the reuse and recycling of construction and demolition debris; and,

WHEREAS, developers are required to submit waste management plans as required in Metropolitan Code Section 16.28.040 D; and,

WHEREAS, although Section 16.28.040.D. requires such plans to be submitted with every building permit, review of some building permit types requires substantially more time and cost for review by Public Works departmental staff, especially with regard to non-residential projects with a value in excess of \$50,000.00, and then again, this effort and cost is again dramatically increased for projects exceeding \$500,000.00 in value; and,

WHEREAS, Public Works is responsible for ensuring construction plans review including details on how waste and recycling will be managed by occupants of the building; and,

WHEREAS, the cost of the time spent by Public Works' departmental staff to review these plans is currently borne by the taxpayers, and it is in the best interest of the Metropolitan Government to instead collect that cost from the persons and companies most directly benefitted by this review.

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

Section 1. That Metro Code 10.20 will be amended to add Article V, thereto, which shall provide as follows:

10.20.500 Waste Management Development Review Fee. The director shall have the authority to establish, and shall have the authority to revise as necessary, a schedule of fees and charges applicable to that department's review and processing of building permit applications, relating to waste management, to recover its costs in full for same. The schedule of fees and charges in effect at any time shall be placed on file in the office of the metropolitan clerk. As an initial example of this, starting on May 1, 2021, but subject to the authority of the director to adjust these fees to recover any increase in costs, in future, all persons applying for a commercial construction permit, residential multifamily construction permit, and demolition permit shall pay a development review fee based on the schedule below:

Total Project Valuation	Fee
-------------------------	-----

\$50,000-500,000.00	\$35.00
\$500,000.01 - \$3,000,000.00	\$150.00
\$3,000,000.01 - \$20,000,000.00	\$400.00
\$20,000,000.01 +	\$1,000.00

For the purposes of this Section, “commercial construction” and “demolition permit” shall have a meaning consistent with the use of those terms in Chapter 16.28 of this Code, and “residential multifamily” shall mean residential construction other than one-family and two-family residential construction and townhouses. The director shall determine the costs incurred by the department for reviewing and processing construction and demolition permit applications for permit types and project values not listed above. In no case shall these fees be subject to refund even if there is not a subsequent building permit issued.

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

Analysis

This ordinance amends Chapter 10.20 of the Metro Code to allow Metro Public Works to collect a waste management plans review fee. Section 16.28.040.D of the Metro Code requires applicants for building permits to submit a plan for the disposal of construction and demolition waste generated at the worksite. Public Works currently reviews these plans, but there is no fee mechanism in place allowing them to recover their costs like there is for building permit review by the Codes Department. Rather, the cost of the time spent by Public Works’ departmental staff to review these plans is currently borne by the taxpayers.

This ordinance authorizes the Public Works Director to establish (and to revise in the future) a fee schedule for the review and processing of building permit applications relating to waste management to recover its costs in full. Starting on May 1, 2021, all persons applying for a commercial construction permit, residential multifamily construction permit, and demolition permit would pay a development review fee based on the schedule below:

<u>Project Value</u>	<u>Fee</u>
\$50,000 to 500,000	\$35
\$500,000.01 to \$3,000,000	\$150
\$3,000,000.01 to \$20,000,000	\$400



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-678, **Version:** 1

An ordinance amending Chapter 12.68 of the Metropolitan Code of Laws by adding a section regulating the transportation of liquefied petroleum gas.

WHEREAS, Metropolitan Charter Section 2.01, Subsection 11, provides that the metropolitan government of Nashville and Davidson County shall have power, "...to regulate the transportation, storage and use of combustible, explosive and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property;" and,

WHEREAS, Chapter 12.68 of the Metropolitan Code of Laws establishes various safety rules for operating vehicles within the area of the metropolitan government; and,

WHEREAS, the transportation and use of liquefied petroleum gas may be dangerous to persons or property.

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

Section 1: Chapter 12.68 of the Metropolitan Code of Laws is hereby amended by adding a new section, to be codified as § 12.68.220, as follows:

- A. It is unlawful for any person to transport in the area of the metropolitan government any containers or cylinders of liquefied petroleum gas in excess of twenty pounds capacity, unless the cylinders or containers are securely fastened and equipped with appropriate valve guards or caps. Furthermore, no containers of liquefied petroleum gas shall be transported in any vehicle, whether private or for hire, while in use with heating equipment. This does not preclude carrying of containers for the use of liquefied petroleum gas as a motor fuel in conjunction with the operation of a vehicle of any type.
- B. A violation of subsection A of this section shall be punished as provided in Section 12.84.030 of the Metropolitan Code of Laws.

Section 2: 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 adds a new Section 12.68.220 to the Metro Code to make it unlawful to transport containers or cylinders of liquefied petroleum gas in excess of 20 pounds capacity unless the cylinders or containers are securely fastened and equipped with appropriate valve guards or caps. The ordinance would also make it unlawful to transport containers of liquefied petroleum gas in any vehicle while in use with heating equipment.

The purpose of this ordinance is to reduce risks to persons or property as a result of the transportation of liquefied petroleum gas.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-679, **Version:** 1

An ordinance amending Title 13 of the Metropolitan Code of Laws to clarify exemptions applicable to vehicle emissions sensors.

WHEREAS, Section 13.08.080 of the Metropolitan Code of Laws, which provides that it is unlawful to operate license plate scanners installed onto or within the public right-of-way, allows a limited exception for such use solely and exclusively in conjunction with a vehicle emissions sensor as part of an emissions inspection program; and

WHEREAS, the limited exception for vehicle emissions programs allows the Metropolitan Department of Health to contract with vehicle emissions vendors who rely upon emissions sensor technology to provide more efficient services to the Metropolitan Government; and

WHEREAS, implementation of the vehicle emissions sensor program relies upon remote detection of registered vehicle owners' emissions, followed by notification to owners of their compliance or non-compliance with emissions standards. In both instances, limited identification of vehicle owners is required. However, per Subsections 13.08.080(G)(3) and (5), no penalty or punitive action can result from determinations of non-compliance by the vehicle emissions sensor, and data used to pair a license plate number, VIN, or other unique identifier with a specific geographic location cannot be retained more than one week.

WHEREAS, to clarify the intent of Section 13.08.080(G), an amendment to Subsection 13.08.080(G)(2) is required in order to facilitate implementation of the vehicle emissions sensor.

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

Section 1. Section 13.08.080 of the Metropolitan Code of Laws is hereby amended by deleting Subsection 13.08.080(G)(2) and substituting the following:

(2) The data from the license plate scanner and vehicle emissions sensor is used solely and exclusively for purposes of determining compliance with vehicle emissions standards.

Section 2. Section 13.08.080 of the Metropolitan Code of Laws is hereby further amended by deleting Subsection 13.08.080(G)(5) and substituting the following:

(5) Data that can be used to pair a specific vehicle's license plate number, VIN, or other unique identifier with a specific geographic location shall not be recorded.

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

Analysis

This ordinance amends the license plate reader (LPR) prohibition exemption for the emissions testing program per Section 13.08.080 of the Metro Code to clarify that capturing limited data specific to a vehicle is allowed

provided such data is not recorded. When Section 13.08.080 of the Metro Code was approved by Ordinance No. BL2017-457, an amendment was added to the bill to carve out an exception for LPRs used in conjunction with Metro's emissions testing program if the following criteria is satisfied:

1. The LPR is used solely and exclusively in conjunction with a vehicle emissions sensor as part of an emissions inspection program authorized under local, state, or federal law;
2. The data from the LPR and vehicle emissions sensor is used solely and exclusively for purposes of determining compliance with vehicle emissions standards and aggregating data in a manner that does not allow the identification of a person or persons;
3. A determination by the vehicle emissions sensor that a vehicle identified by the license plate scanner is not in compliance with applicable emissions standards shall not lead to any penalty or punitive action against the registered vehicle owner;
4. No fewer than two such license plate scanners shall be in operation within Davidson County at any given time; and
5. Data that can be used to pair a specific vehicle's license plate number, VIN, or other unique identifier with a specific geographic location shall not be retained for more than one week.

The Metro Health Department has determined that the implementation of such emissions testing technology in Nashville will require the utilization of data pertaining to the vehicle owner, but there is no need for the data to be retained. This ordinance modifies the second and fifth criteria listed above to allow the use of data to pair a specific vehicle's license plate number, VIN, or other unique identifier with a specific geographic location provided such data is not recorded.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-680, **Version:** 1

An Ordinance to amend Section 16.04.200 of the Metropolitan Code to require fence cross beams and bracing to face the interior of the property.

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

Section 1. That Section 16.04.200 of the Metropolitan Code is hereby amended by adding the following new subsection F.:

F. Fences shall be constructed in such a manner so that all fence cross beams and cross bracing shall face the interior of the property, and shall not be oriented toward the street or an adjacent property.

Section 2. This ordinance shall take effect from and after its final passage, the welfare of the public requiring it.

Analysis

This ordinance amends Section 16.04.200 of the Metro Code pertaining to fence aesthetics. This Code section currently regulates the use of electric and barbed wire fences, and limits the types of materials that can be used in fence construction. This ordinance would add another fence regulation to prohibit fence cross beams and bracing from being oriented toward the street or adjacent properties.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-681, **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 Division Street from 8th Avenue South to 9th Avenue South to "Old Division Street". (Proposal Number 2021M-001SR-001).

WHEREAS, the request for the street name change has been submitted by 19th District Council Member Colby Sledge, applicant; and,

WHEREAS, after the realignment of Division Street there was an original section of Division Street remaining between 8th Ave S and 9th Ave South resulting in two separate roadways having the same name; and,

WHEREAS, the existing two different roadways with the name of Division Street is a safety issue and could cause Emergency Service delays; 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. BL2020-555, be and is hereby amended, as follows:

Renaming a section of Division Street to "Old Division Street", extending from 8th Ave S to 9th Ave S, between Division Street and Gleaves Street, 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

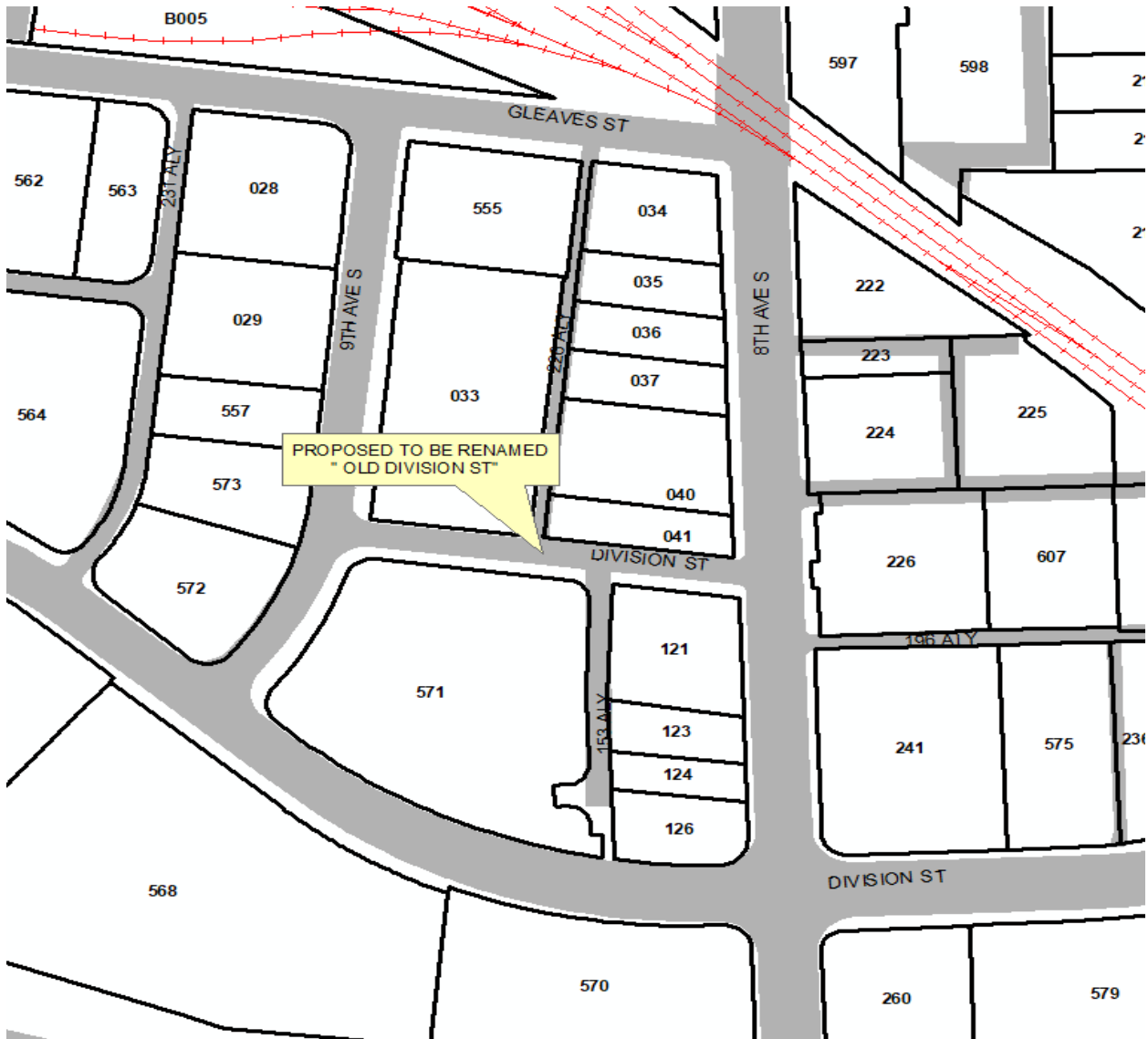
This ordinance renames Division Street from 8th Ave S to 9th Ave S, between Division Street and Gleaves Street, as "Old Division Street". When Division Street was realigned, there was an original section of Division Street remaining between 8th Ave S and 9th Ave S resulting in two separate roadways having the same name. Having two sections of street with the same name poses a safety concern and can cause emergency service delays.

This name change has been approved by the Planning Commission and the Emergency Communications District Board. The required report from the Historical Commission has been received and is available as an attachment to the ordinance online.

Proposal: 2021M-001SR-001

Map 93-14

Council District 19



Memorandum

To: Lucy Kempf, Planning Department

From: Bonnie Crumby, Public Works

Date: January 21, 2021

REF: Division St proposed to be renamed "Old Division St"
Map 93-14 / [District 19](#)

Due to the realignment of Division St there was an original section of Division St between 8th Ave S and 9th Ave S that remained after the new realigned Division St was constructed and this resulted in two separate roadways having the same name.

The two different roadways with the name of "Division St" is a safety hazard and could cause Emergency Service delays when trying to locate an address on these two streets.

The 19th District Council Member has agreed to the renaming of the shorter section of Division St between 8th Ave S & 9th Ave S that has no current addresses on it. The new name of "Old Division St" was suggested by one of the adjoining property owners and has been agreed to by the Council Member.

Attached is a portion of the Property Map showing the location of the Division [St requested](#) to be renamed.

Please process this application. Let me know if you have any questions regarding the proposed street renaming.

cc: Freddie O'Connell, 19th District Council Member
Sharon O'Conner, Planning Department
Lisa Milligan, Planning Department
Shawn Shepard, Planning Department
Marty Boyce, Dept of Emergency Communications



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Metropolitan Historical Commission
Metropolitan Historic Zoning Commission
Sunnyside in Sevier Park
3000 Granny White Pike
Nashville, Tennessee 37204
Telephone: (615) 862-7970

To: Metropolitan Council
From: Metropolitan Historical Commission, Staff
Date: March 30, 2021
Re: BL2021-681

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 Division Street from 8th Avenue South to 9th Avenue South to “Old Division Street.” (Proposal Number 2021M-001SR-001).

Division Street is one of the older suburban streets in Davidson County. The road appears on several plats recorded between the 1850s and 1870, including McNairy’s Plan of West Nashville, which could be the earliest plat of the street.¹ Here, the 50-foot wide Division Street serves as the southwestern boundary of the plan, running from the Middle Franklin Turnpike (now 12th Avenue South) northwest to an unnamed avenue, likely Mulberry Street (now 16th Avenue South) (Figure 1).²

By 1860, according to a map of the City of Nashville and Edgefield, dwellings and other structures had been built throughout the McNairy addition, and Division Street continued southeast from this development, across the Middle Franklin Turnpike, to an intersection with

¹ A plat showing the Addition to Nashville from McNairy, Kirkman, and Porter was recorded in Deed Book 9, pages 322-333, on January 11, 1847. In later plats, Division Street will run along the southwestern boundary of the property, but this plat does not show a street at that location yet. The plat shows the N.A. McNairy mansion located on a large lot situated south of Demonbreun Street. Nathaniel McNairy died in September 1851. The plat was updated, with the addition of Division Street and the subdivision of the mansion lot, by the McNairy Plan of West Nashville Property, recorded in Chancery Court Plat Book 1, page 15. R.C. McNairy et al vs. Wm. H. McNairy et al, November Term, 1852, Chancery Court Minute Book C, pages 135-138.

² Mulberry Street was renamed Belmont Avenue on June 10, 1880, Minute Book 3, page 381. It was then renamed 16th Avenue South by Ordinance No. 090 on December 22, 1904, Minute Book 11, page 390.

Spruce Street (now 8th Avenue South)/Franklin Turnpike (Figure 2).³ At the time, approximately one block of the road was located within the corporation limits of the City of Nashville. Through annexations in 1870 and 1880, property north of Division Street was incorporated into the city limits, and in 1889, property south of the road was included within the corporate limits.⁴ Until all property alongside Division Street was contained within the corporation limits, Division Street coincidentally served as the dividing line between the City of Nashville to the north and Davidson County to the south.⁵

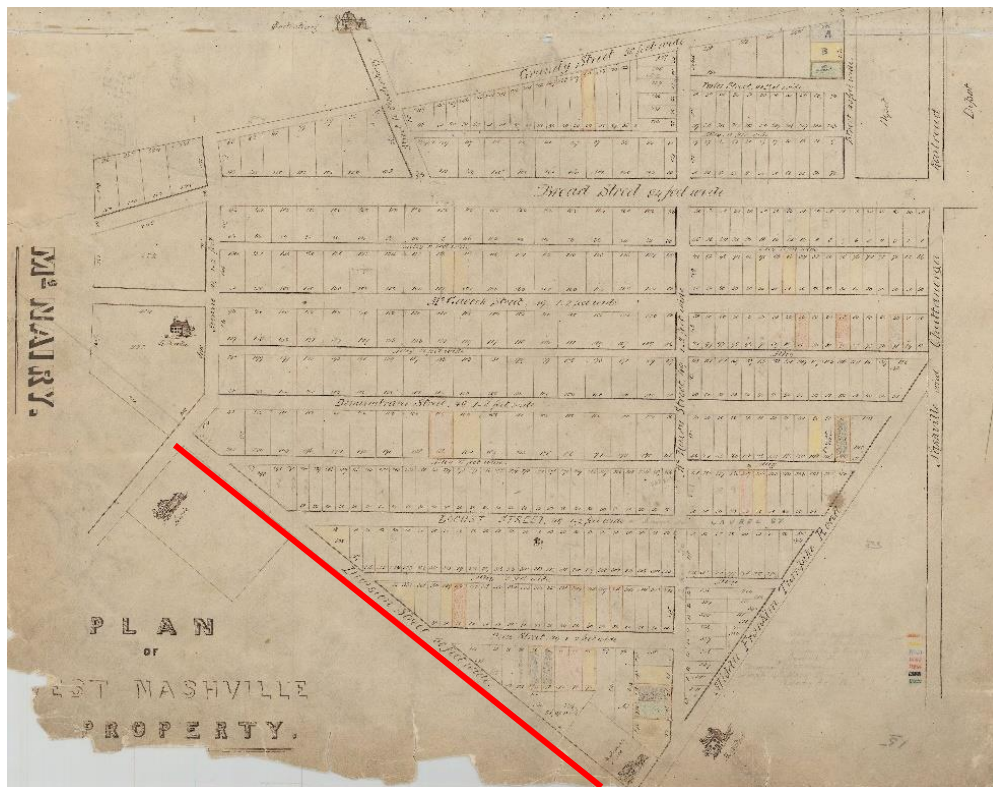


Figure 1: McNairy's Plan of West Nashville Property. Source: Metropolitan Government Archives.

³ “City of Nashville and Edgefield, Davidson County, Tennessee” Haydon & Booth Publishers, 1860. Also available online through Tennessee State Library and Archives: <https://teva.contentdm.oclc.org/digital/collection/p15138coll23/id/249/> accessed March 24, 2021.

⁴ “Swipe into the past...Historical maps of Nashville,” Metro Planning Department :<<https://nashville.maps.arcgis.com/apps/MapSeries/index.html?appid=c14ec64626244f6d975c94c2f190edb1>> accessed March 26, 2021.

⁵ See Wilbur F. Foster’s 1871 Map of Davidson County Tennessee, available online through Tennessee State Library and Archives: <https://teva.contentdm.oclc.org/digital/collection/p15138coll23/id/348/rec/2> accessed March 25, 2021.

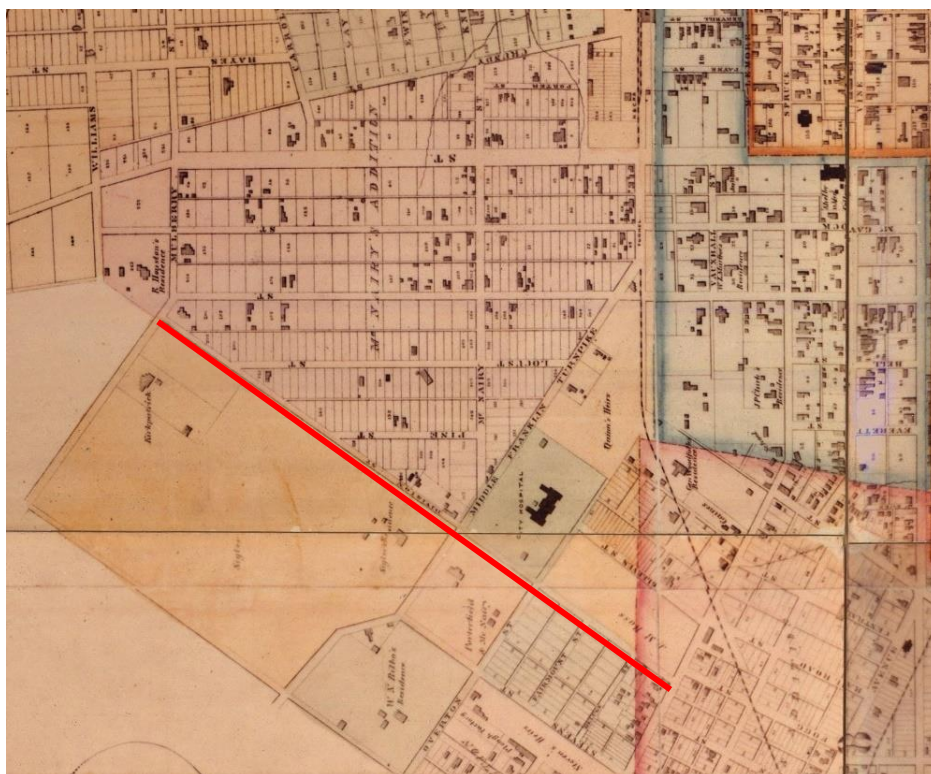


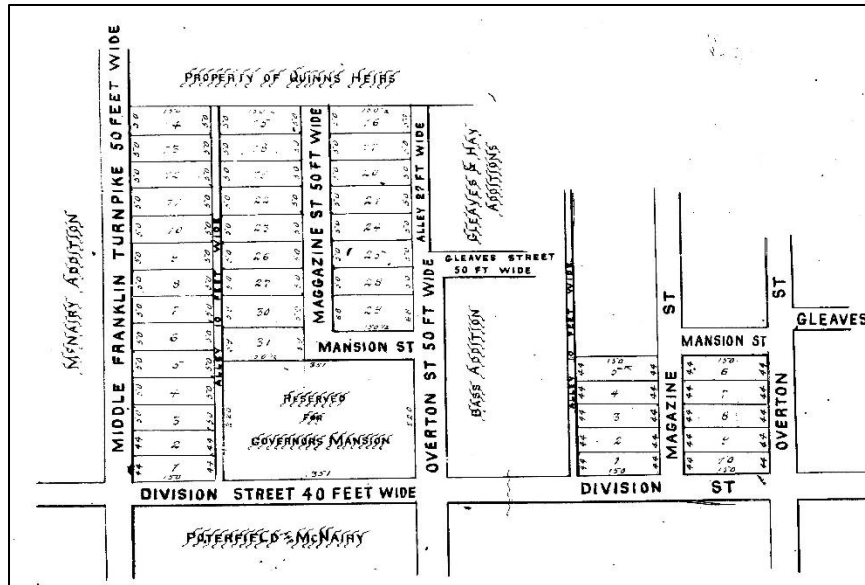
Figure 2: City of Nashville and Edgefield, 1860. Source: Metropolitan Historical Commission.

Division Street appears in the Nashville City Directory by 1867, listed as running “north-west from Spruce—Corporation Line.”⁶ As mentioned earlier, portions of Division Street, running between Spruce Street (now 8th Avenue South) and the Middle Franklin Turnpike (now 12th Avenue South), appeared on several additional plats, including those recorded in 1870 such as Bass First Addition and the Subdivision of the Lunatic Asylum Property (Figure 3).⁷ The original plat subdividing the Asylum Property (“City Hospital” on the 1860 map shown in Figure 2) reserved a section of property along Division Street for the Governor’s Mansion. This reserved area was eventually subdivided into lots in 1887.⁸

⁶ King’s Nashville City Directory, 1867, 44. The portion of Division Street running southwest from 17th Avenue South to Broadway was previously called Shields. The street name was changed on January 8, 1891, Minute Book 6, page 385.

⁷ Bass First Addition, recorded June 2, 1870, Plat Book 21, page 114. Subdivision of the Lunatic Asylum Property, recorded December 7, 187, Plat Book 21, page 117.

⁸The subdivision of the mansion lot was recorded alongside the original plat on April 15, 1887. The section of the road east of 12th Avenue South likely predates the section adjacent to McNairy’s West Nashville Plan.



A segment of Division Street, from 8th Avenue South to Overton Street, near the subject portion, was realigned as part of the Edgemoor Urban Renewal Project, Contract E-11E.⁹ Plats for lots around the realigned roadway were recorded in 1973, including the plat for Edgemoor Estates, Section 67, which shows “Old Division Street” located between 8th Avenue South and 9th Avenue South (Figure 4).¹⁰ This is the same portion of Division Street currently proposed for renaming.

⁹ Correspondence with Metro Public Works, March 22, 2021.

¹⁰ Edgehill Estates, Section 67, recorded May 8, 1973, Plat Book 4595, page 179.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-682, **Version:** 1

An Ordinance authorizing Mill Creek Residential Trust, LLC to install, construct and maintain underground and aerial encroachments in the right-of-way located at 810 Division Street. (Proposal No. 2021M-005EN-001).

WHEREAS, Mill Creek Residential Trust, LLC plans to install, construct and maintain underground and aerial encroachments in the right-of-way of 810 Division Street, comprised of an overhead balcony, light poles, waste cans, bike racks, tree grates, tree irrigation and pipe bollards encroaching the public right-of-way on property located on 810 Division Street, under proposal No. 2021M-005EN-001; and,

WHEREAS, Mill Creek Residential Trust, 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 encroachments under proposal No. 2021M-005EN-001; and

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, Mill Creek Residential Trust, LLC is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2021M-005EN-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-005EN-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 Mill Creek Residential Trust, LLC.

Section 3. That plans and specifications for said encroachments under proposal No. 2021M-005EN-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 Mill Creek Residential Trust, LLC.

Section 4. That construction and maintenance of said encroachments under proposal No. 2021M-005EN-001 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 Ordinance confers upon Mill Creek Residential Trust, LLC 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, Mill Creek Residential Trust, LLC, its successors and assigns, shall remove said encroachments at their own expense.

Section 6. Mill Creek Residential Trust, LLC, its successors and assigns, shall pay all costs incident to the

construction, installation, operation and maintenance of said encroachments under proposal No. 2021M-005EN-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. Mill Creek Residential Trust, LLC, 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 Mill Creek Residential Trust, 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. Mill Creek Residential Trust, 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 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 Mill Creek Residential Trust, LLC 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.

Analysis

This ordinance authorizes Mill Creek Residential Trust, LLC to install and maintain underground and aerial encroachments in the right-of-way located at 810 Division Street. The encroachments will include an overhead balcony, light poles, waste cans, bike racks, tree grates, tree irrigation, and pipe bollards encroaching 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 ordinance has been approved by the Planning Commission.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, **MCRT INVESTMENTS, 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: 10/1/20

MERT Investments LLC By: Luca Parker
(Owner of Property)

810 Division St.
(Address of Property)

Washville, TN
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 1st day of OCT., 2020

[Signature]
(NOTARY PUBLIC)

My Commission Expires:

9/22/23





October 23, 2020

Metropolitan Government of Nashville and Davidson County
Department of Public Works, Division of Engineering
720 South 5th Street
Nashville, TN 37206

RE: *Modera Gulch, 810 Division Street, R.O.W. Encroachment Application*

To whom it may concern,

This letter is a formal request for review and consideration of the attached application materials related to specific proposed encroachments in the public right-of-way at 810 Division Street, Nashville, Tennessee 37203 (the "Property"). I, Brendan Boles, am filing this petition on behalf of my client, Mill Creek Residential Trust ("Applicant").

Thank you for your assistance on this matter. Please contact me at (615) 564-2720 or Brendan.Boles@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Boles".

Brendan Boles., P.E.
Project Engineer

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Mandatory Referral Checklist

U **Mandatory Referral Application**

If any electrical vaults are located below proposed sign, awning or fiber optic cable, special design standards may be required. Contact NES 615-747-3964 for more information on electrical vault locations.

DO NOT INSTALL anything that would encroach over Metro right-of-way until your application is approved by Metro Council. If you do, you could have to wait six months before your application is considered by Metro Council. For more information, see Council Bill BL2000-444 available at: https://www.nashville.gov/mc/ordinances/term_1999_2003/bl2000_444.htm or call the Metro Clerk for a copy of the bill at 862-6770.

U **Filing Fee \$250 (All application fees are non-refundable)**

Cash or check. If check, make payable to "Metropolitan Government". Credit cards not accepted.

U **Property Map**

Show location of property and surrounding streets (use "Maps" on the MPC web to create property map)

U **Notarized Signature of Property Owner(s)**

You must obtain the *notarized* signature of all property owners whose property the sign or awning will occur. Failure to provide this information will deem your application **incomplete** and postpone your application's consideration by the Metropolitan Planning Commission.

U **License Agreement for Private Encroachment into Public Right-of-Way**

Obtain copy from MPW web site, MPW Right-Of-Way Permits' Office at (615-862-8782).

U **Franchise License**

If fiber optic cable company, prior to submitting a fiber optic cable encroachment, you must contact the Metro Department of Law at 615-862-6341 for determination of whether franchise license is required.

U **Certificate of Liability Insurance**

Certificate must identify Metro Government of Nashville & Davidson County as Certificate Holder.

U **Right-of-Way Notice**

While not a requirement of your application, please be aware that no construction work may be undertaken in any street, road, alley or right-of-way or of any utility or temporary construction easement of the metropolitan government or other government entity by any department of the metropolitan government or any other entity unless adequate notice has been given to the abutting fee owner of a street, road, alley, or right-of-way or fee owner of the easement, and to the district member of council representing the area of such construction work. For more information, see Metro Code 13.20 available at: https://library.municode.com/tn/metro_government_of_nashville_and_davidson_county/codes/code_of_ordinance?s?nodeId=CD_TIT13STSIPUPL_DIVIGERE_CH13.20EXOB or call the Metro Clerk for a copy of the bill at 862-6770, or call the Public Works Department Permits' Office at 615-862-8782.

U **Drawings** should identify the following:

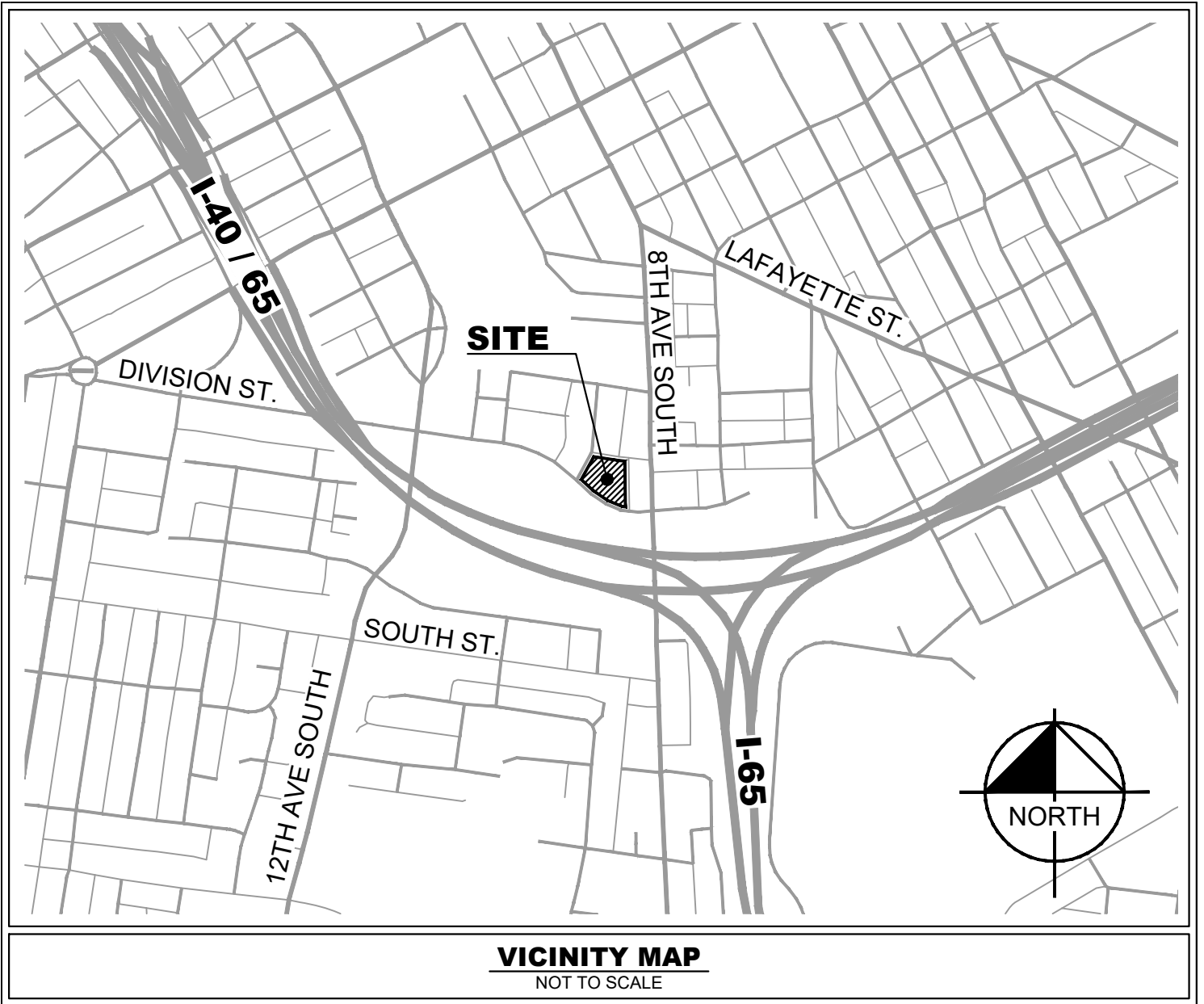
Signs / Awnings

- x Width and length of sign/awning
- x Vertical height of awning
- x Horizontal distance sign/awning projects over public right-of-way
- x Vertical distance sign/awning will be installed above public right-of-way
- x Horizontal distance between door awning and street curb (Note: Door awnings must be setback 18" from street curb)
- x Location of every sign, window awning or door awning to be installed on building (photograph is helpful)
- x Method of attachment / anchoring to building or sidewalk

Fiber Optic Cable

- x Map identifying cable path
- x Cable length in feet or miles
- x Thickness of cable
- x Number of cables
- x If ground, what cable will be attached to and method of attachment
- x If ground, height of cable above public right-of-way
- x If ground, average depth below public right-of-way (e.g. "36 – 42")
- x If ground, size of trench / boring

FEE TO BE PAID OVER THE PHONE.



PARCEL ID: 09314057100
ADDRESS: 810 DIVISION ST

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, **MCRT INVESTMENTS, 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: 10/1/20

MERT Investments LLC By: Luca Parker
(Owner of Property)

810 Division St.
(Address of Property)

Washville, TN
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 1st day of OCT., 2020

[Signature]
(NOTARY PUBLIC)

My Commission Expires:

9/22/23



CERTIFICATE OF INSURANCE

This is to further certify to the Metropolitan Government of Nashville and Davidson County concerning the policies of insurance listed above and the coverage provided thereby that:

1. The Contractual Insurance coverage is on a Blanket Broad Form basis unless specifically indicated below,
2. The company or companies, upon request, agree to deliver within fifteen (15) days a certified copy of any and/or all of the policies of insurance to The Metropolitan Government of Nashville and Davidson County,
3. If one (1) or more Umbrella Excess policies are used, there is no gap between the limits of the primary policies and the deductible feature of the Umbrella Excess policies,
4. Coverage under the primary policies have no deductible features unless there is a check mark here (). If there are deductible features or the insured has adopted a funded self-insurance program, they are fully explained on an attached sheet which becomes a part of this Certificate, and
5. The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse unless and until The Metropolitan Government of Nashville and Davidson County receives at least thirty (30) days advance written notice of same. The written notice must be delivered to the Metropolitan Risk Manager at his office shown as the address of the Certificate Holder below or the secondary Certificate Holder, if one is so listed below.

Name and Address of Certificate Holder

The Metropolitan Government of
Nashville and Davidson County
Metro Legal & Claims
C/O Insurance and Safety Division
222 3rd Avenue North, Ste #501
Nashville, TN 37201

Date Issued: 10/28/2020

Mill Creek Residential Trust LLC

(Agency or Company)

by Luca Barber
(Authorized Representative)
(Attach Power of Attorney)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2020

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

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

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 CN106919283-MCRT--20-21	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Mill Creek Residential Trust LLC 5910 N. Central Expwy., Suite 1100 Dallas, TX 75206	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Hartford Accident and Indemnity Insurance Co.</td><td>22357</td></tr><tr><td>INSURER B : Sentinel Insurance Company</td><td>11000</td></tr><tr><td>INSURER C : Allied World National Assurance Co.</td><td>10690</td></tr><tr><td>INSURER D : Sentry Casualty Company</td><td>28460</td></tr><tr><td>INSURER E : XL Insurance America</td><td>24554</td></tr><tr><td>INSURER F : Navigators Insurance Company</td><td>42307</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Accident and Indemnity Insurance Co.	22357	INSURER B : Sentinel Insurance Company	11000	INSURER C : Allied World National Assurance Co.	10690	INSURER D : Sentry Casualty Company	28460	INSURER E : XL Insurance America	24554	INSURER F : Navigators Insurance Company	42307
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COVERAGES **CERTIFICATE NUMBER:** HOU-003723463-01 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61UUNZE6481	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			61UUNZE6481	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0309-2263	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products-Comp. Agg. \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	90-20891-01	08/01/2020	08/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			US00092926LI20A	08/01/2020	08/01/2021	\$25,000,000 XS \$25,000,000
F	Excess Liability			NY20MXEZ05PTKIV	08/01/2020	08/01/2021	\$15,000,000 XS \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The Metropolitan Government of
Nashville and Davidson County Metro & Legal Claims
c/o Insurance and Safety Division
222 3rd Avenue North, Suite 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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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PETITION TO ENCROACH UPON A PUBLIC RIGHT-OF-WAY

PETITION NO. _____

We, the undersigned, do hereby petition the METROPOLITAN DEPARTMENT OF PUBLIC WORKS and the METROPOLITAN PLANNING COMMISSION to recommend to the METROPOLITAN COUNCIL and MAYOR that legislation be enacted to authorize the construction, installation and maintenance of an encroachment upon the public right-of-way as follows:

Overhead balcony overhang. See Architectural Exhibit attached.

Light poles, waste cans, bike racks and tree grates per Metro Nashville contemporary sub-district design guidelines. Also structural tree soil and irrigation at each tree well locations. See Landscape Architect Exhibit attached. Pipe Bollards at back of house. See Civil Exhibit.

Addresses and Map and Parcel numbers of property or properties associated with the proposed encroachment:

ADDRESS

MAP AND PARCEL NUMBER

810 Division Street

Tax Map 93-14, Parcel 571

Attach the following in support or explanation of this application:

_____ A check for the filing fee of \$250.00 made payable to the Metropolitan Government (**application fee is non-refundable**).

X A scaled drawing on 8 1/2 " x 14" paper of the proposed encroachment. (Additional exhibits may be required depending upon the nature of the request).

_____ A private encroachment license agreement signed by the person to whom the encroachment privilege is to be granted.

_____ A certificate of liability insurance in the amount to be determined necessary by the Department of Public Works.

Signature and mailing address of person or business to whom privilege of encroachment will be granted:

Signature: Luca Barber Address: 3102 West End Ave, Suite 780, Nashville, TN 37203
590B59D8CB6A4A0...

Council District: 19-Freddie O'Connell

PERSON FILING THIS PETITION:

If other than owner or optionee of properties listed above, state relationship. All correspondence will be mailed to this person.

Name: Brendan Boles, PE; Kimley-Horn & Associates

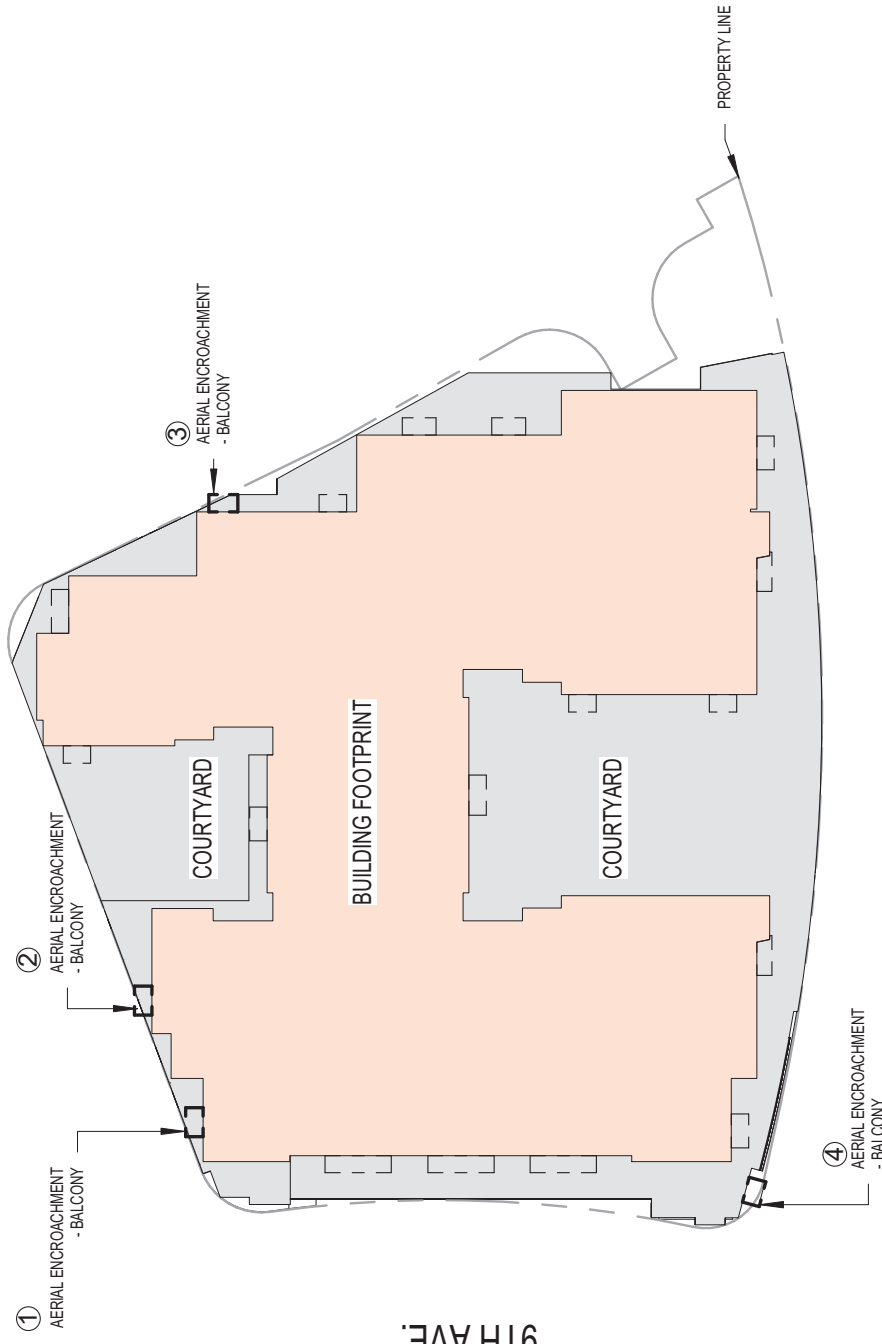
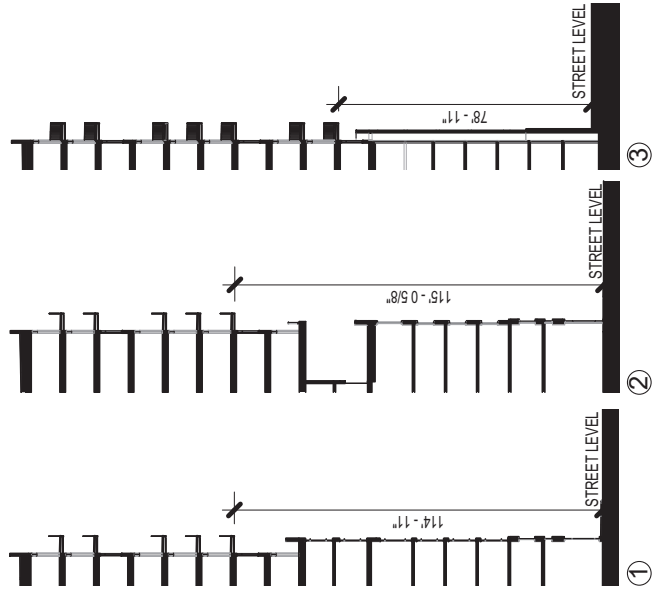
Address: 214 Oceanside Drive

City, State, Zip: Nashville, TN 37204

Phone: Residence _____

Business 615-564-2720

NOTE: THIS APPLICATION WILL NOT BE ACCEPTED UNLESS COMPLETED IN FULL.



DIVISION ST.

PROJECT NO. 20190449.01 DATE 07/30/2020 Aerial Encroachment Diagram

MILL CREEK
RESIDENTIAL

Notes

0 60

MODERA GULCH
Nashville, Tennessee

LEGEND



BIKE RACK



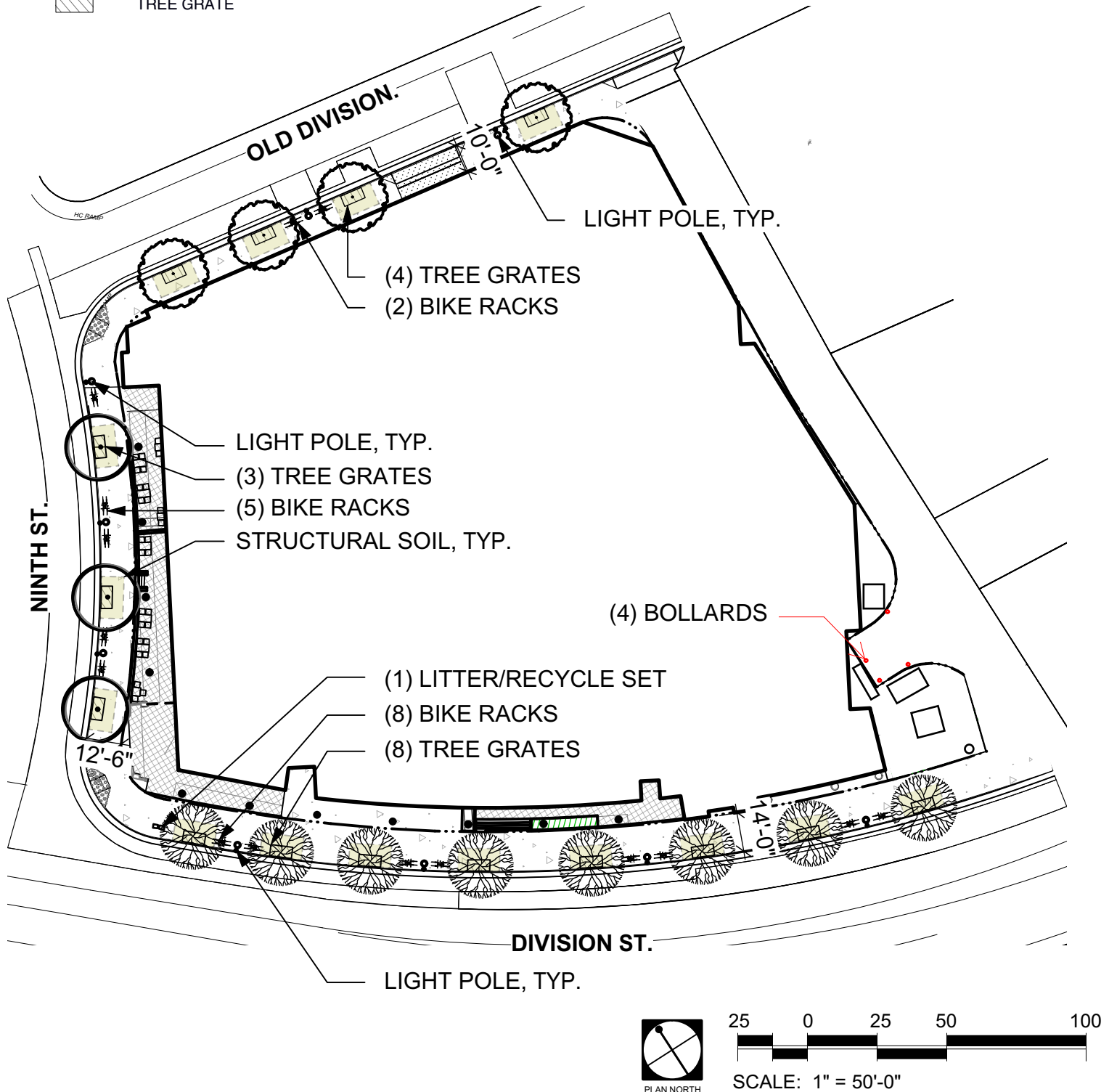
TRASH AND LITTER
RECEPTACLES

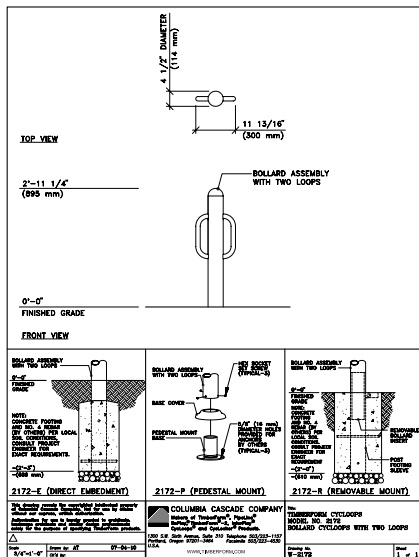


TREE GRATE

NOTE:

1. ALL TREES ARE IRRIGATED BY AUTOMATIC IRRIGATION SYSTEM.
2. A MIN. OF 400 CUFT OF STRUCTURAL SOIL IS PROVIDED FOR ALL STREET TREES PER DOWNTOWN CODE.





NOTE:
TRASH RECEPTACLE & BIKE
RACK ARE CONSISTANT WITH
DOWNTOWN STREETSCAPE
DESIGN STANDARDS

3 BIKE RACK



TRASH / RECYCLE RECEPTACLE
MANUFACTURER: LANDSCAPE
FORMS
PRODUCT: CHASE PARK LITTER &
RECYCLING
MATERIAL AND FINISH:
POWDERCOAT ALUMINUM
INSTALLATION: SURFACE MOUNT
NOTE: ALLOWANCE OF 6

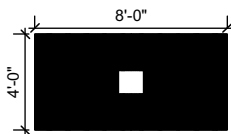
REPRESENTATIVE PHOTO

2 REPRESENTATIVE PHOTO: TRASH / RECYCLE RECEPTACLE

TREE GRATE
MANUFACTURER: URBAN
ACCESSORIES,
www.urbanaccessories.com
STYLE: JAMISON
MATERIAL: DUCTILE IRON
FINISH: RUST CONDITIONER
SIZE: 8' X 4'
NOTE: VEHICULAR RATED
ALL GRATES TO MEET ADA
REQUIREMENTS.



REPRESENTATIVE PHOTO



1 PLAN: (G-1) TREE GRATE

Proposal No. 2021M-005EN-001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2020

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

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

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7567 CIV03915203-MORT-20-21	CONTACT NAME PHONE FAX EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hartford Accident and Indemnity Insurance Co. 22257 INSURER B : Centinel Insurance Company 11000 INSURER C : Allied World National Assurance Co. 10000 INSURER D : Centry Casualty Company 28483 INSURER E : XL Insurance America 24654 INSURER F : Navigators Insurance Company 42507
INSURED Mill Creek Residential Trust LLC 5910N. Central Expressway, Suite 1100 Dallas, TX 75206	

COVERAGES		CERTIFICATE NUMBER:	HCU-00072463-01	REVISION NUMBER:	5	
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.						
ITEM NO.	TYPE OF INSURANCE	ADDL. INSUR. POL. NO.	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 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> ISO <input type="checkbox"/> SGLT <input checked="" type="checkbox"/> LOC OTHER:		01UNZT05401	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (SA, non-owned) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPENS AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRSD AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		01UNZT05401	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (SA, non-owned) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> ISO <input checked="" type="checkbox"/> RETENTION \$ 10,000		0039-2263	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products-Comp. App \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	90-20891-01	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> SGLT <input type="checkbox"/> CUM-SGLT E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability		US000025005.00A	09/01/2020	09/01/2021	\$25,000,000 X5 \$25,000,000
F	Excess Liability		NY20M002209TKV	09/01/2020	09/01/2021	\$15,000,000 X5 \$10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER The Metropolitan Government of Nashville and Davidson County Metro & Legal Claims c/o Insurance and Safety Division 222 3rd Avenue North, Suite 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 of Marsh USA Inc. Manashi Mulherjee <i>Manashi Mulherjee</i>
---	--

ACORD 25 (2016/03)

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Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-683, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, a sanitary sewer manhole and easements, and to accept new sanitary sewer mains, sanitary sewer manholes and easements, for five properties located on Neely's Bend Road, also known as Fox Valley subdivision (MWS Project No.19-SL-182 and Proposal No. 2021M-012ES-001).

WHEREAS, the abandonment of approximately 223 linear feet of existing eight inch sanitary sewer main, one sanitary sewer manhole and easements, and the acceptance of approximately 3,917 linear feet of new eight inch sanitary sewer main (PVC), approximately 583 linear feet of new eight inch sanitary sewer main (DIP), 29 sanitary sewer manholes and easements, for five properties located on Neely's Bend Road, also known as Fox Valley subdivision, are needed to construct project number 19-SL-182; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-012ES-001 on February 11, 2021, for the abandonment and acceptance of said sanitary sewer mains, 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 223 linear feet of existing eight inch sanitary sewer main, one sanitary sewer manhole and easements, and to accept approximately 3,917 linear feet of new eight inch sanitary sewer main (PVC), approximately 583 linear feet of new eight inch sanitary sewer main (DIP), 29 sanitary sewer manholes and easements, for five properties located on Neely's Bend Road, also known as Fox Valley subdivision, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel Address

05200002000 1133 Neely's Bend Road

05200002400 1201 Neely's Bend Road

05200002500 1145 Neely's Bend Road

05200002600 Neely's Bend Road (unnumbered)

05200004200 Neely's Bend 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 approximately 223 linear feet of existing eight inch sanitary sewer main, one sanitary sewer manhole, and easements, and accepts approximately 3,917 linear feet of new eight inch sanitary sewer main (PVC), 583 linear feet of new eight inch sanitary sewer main (DIP), 29 sanitary sewer manholes, and associated easements for five properties located on Neely's Bend Road, also known as Fox Valley subdivision. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.



Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

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.

Madison

Fox Valley Subdivision
Proposed Sewer Main (19SL0182)
Davidson County, TN
Council District 9

Parcels: 05200002000, 05200002400, 05200002500, 05200002600, 05200004200

- Proposed 8-inch (PVC) Sanitary Sewer Main... 3917 LF
-  Proposed 8-inch (DIP) Sanitary Sewer Main... 583 LF
-  Proposed Sanitary Sewer Manholes... 29 Units

Abandoned Sanitary Sewer Manhole...1 Unit

Abandoned Sanitary Sewer Main... 223 LF

(and easements)

T-Square Engineering
1329 West Main Street
Franklin, TN 37064
Tim Turner, PE
1/15/2021



1 inch = 200 feet



508



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-684, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements, for eight properties located on Adams Street, Taylor Street and 1st Avenue North, also known as the Neuhoﬀ Development (MWS Project Nos. 20-WL-35 and 20-SL-70 and Proposal No. 2021M-010ES-001).

WHEREAS, the acceptance of approximately 607 linear feet of new 12 inch water main (DIP), approximately 948 linear feet of new eight inch sanitary sewer main (PVC), four fire hydrant assemblies, 10 sanitary sewer manholes and easements, for eight properties located on Adams Street, Taylor Street and 1st Avenue North, also known as the Neuhoﬀ Development, is needed to construct project numbers 20-WL-35 and 20-SL-70; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-010ES-001 on February 11, 2021, for the acceptance of said water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 607 linear feet of new 12 inch water main (DIP), approximately 948 linear feet of new eight inch sanitary sewer main (PVC), four fire hydrant assemblies, 10 sanitary sewer manholes and easements, for eight properties located on Adams Street, Taylor Street and 1st Avenue North, also known as the Neuhoﬀ 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 acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

Analysis

This ordinance accepts approximately 607 linear feet of new 12 inch water main, 948 linear feet of new eight inch sanitary sewer main, four fire hydrant assemblies, 10 sanitary sewer manholes, and associated easements for eight properties located on Adams Street, Taylor Street, and 1st Avenue North, also known as the Neuhoﬀ Development. Future amendments to this ordinance may be approved by resolution.

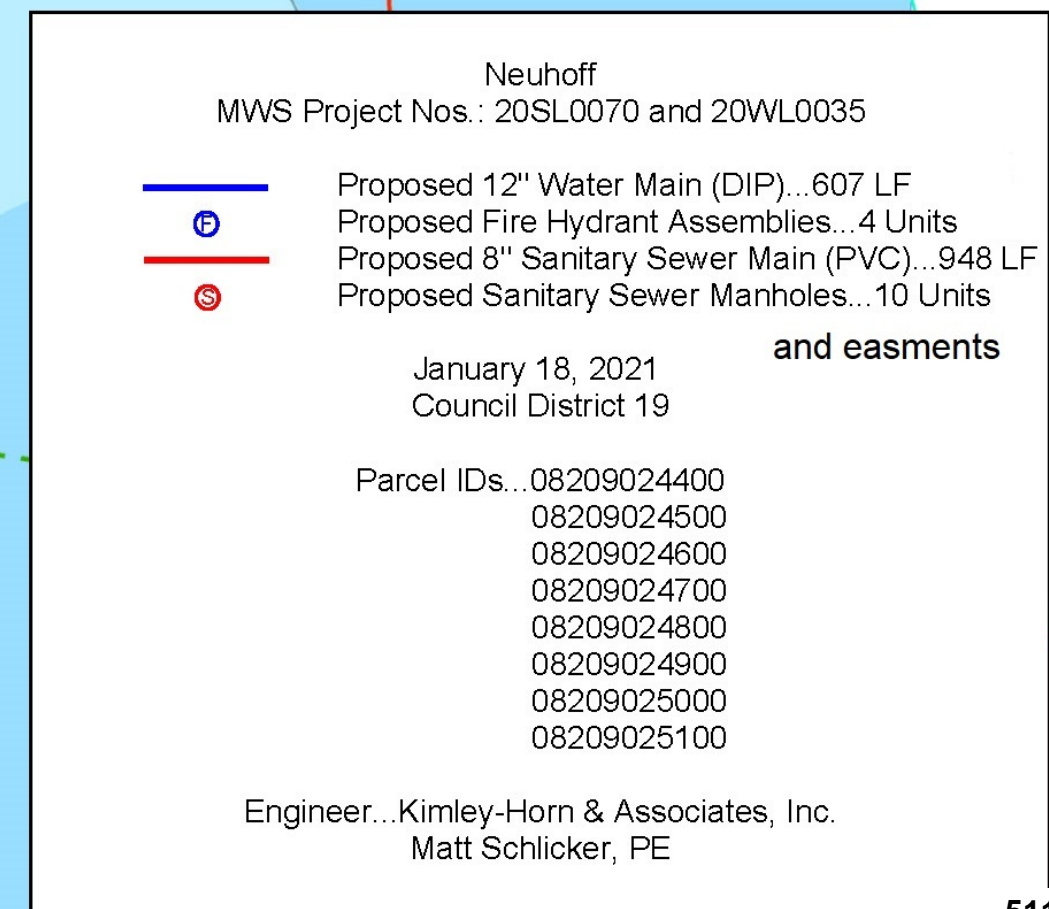
This ordinance has been approved by the Planning Commission.

Fiscal Note: There is 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.



20-SL-70 and 20-WL-35 Neuhoﬀ Development

Address	Map/Parcels	Property Owners
93 Taylor Street	082-09 244	Neuhoﬀ Acquisition, LLC
1st Ave North (unnumbered)	082-09 245	Neuhoﬀ Acquisition, LLC
Adams Street (unnumbered)	082-09 246	Neuhoﬀ Acquisition, LLC
1312 Adams Street 100	082-09 251	Neuhoﬀ Acquisition, LLC
1315 Adams Street	082-09 247	Neuhoﬀ Acquisition, LLC
1316 Adams Street	082-09 250	Neuhoﬀ Acquisition, LLC
1319 Adams Street 100	082-09 248	Neuhoﬀ Acquisition, LLC
1321 Adams Street	082-09 249	Neuhoﬀ Acquisition, LLC



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-685, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new sanitary sewer manhole and easement, for property located at 800 4th Ave South (MWS Project No.21-SL-04 and Proposal No. 2021M-014ES-001).

WHEREAS, the acceptance of one new sanitary sewer manhole and easement, for property located at 800 4th Ave South, is needed to construct project number 21-SL-04: and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-014ES-001 on February 19, 2021, for the acceptance of said sanitary sewer manhole and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept one new sanitary sewer manhole and easement, for property located at 800 4th Ave South, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel Address

09315001100 800 4th Ave 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 acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

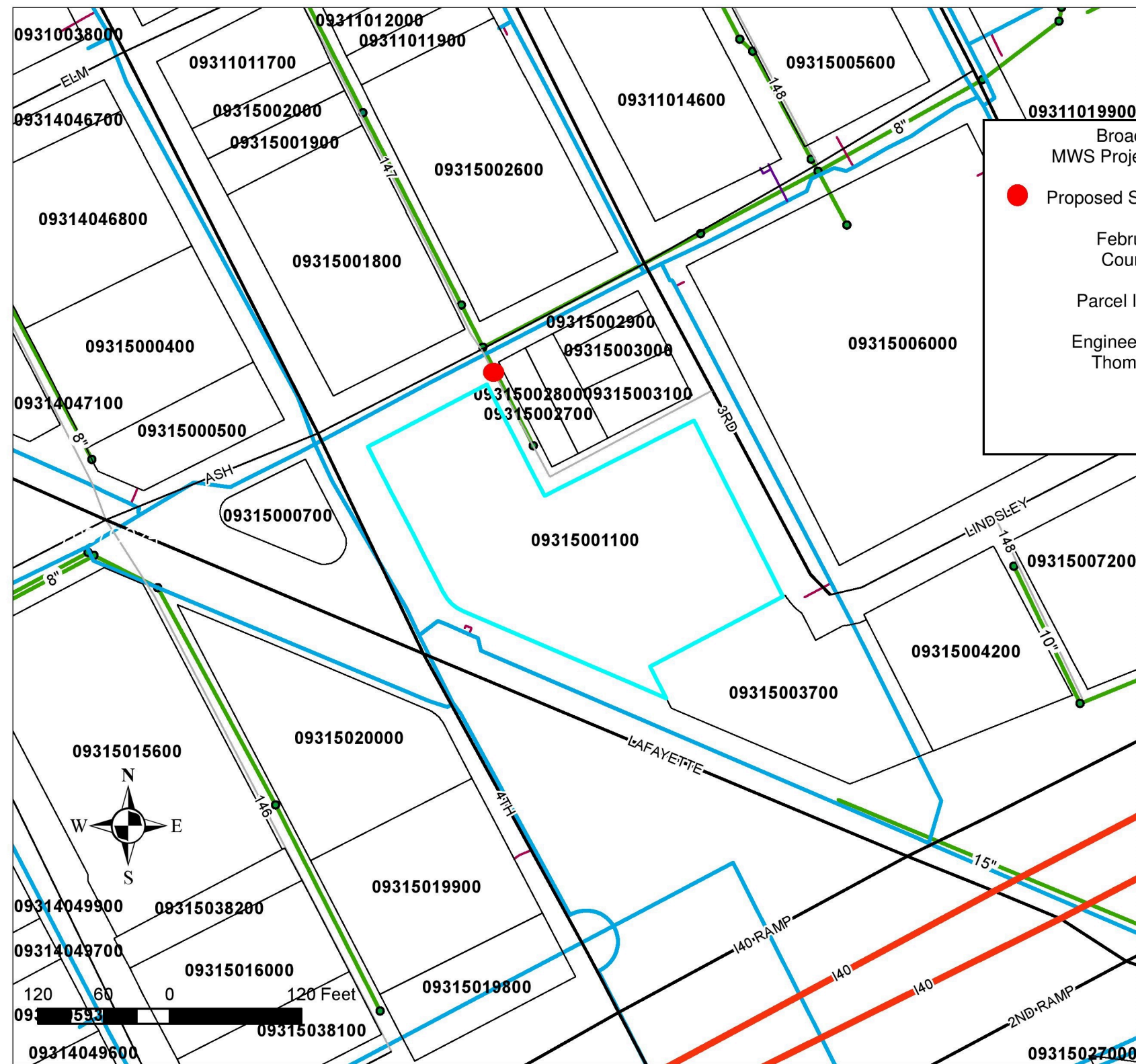
Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance accepts one new sanitary sewer and manhole for property located at 800 4th Avenue South. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.



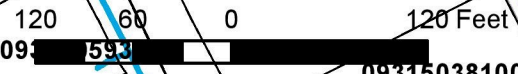
Broadstone Sobro
MWS Project No.: 21SL0004

● Proposed Sanitary Sewer Manhole...1 Unit
(and easements)

February 3rd, 2021
Council District 19

Parcel ID: 09315001100

Engineer: Travis Todd, PE
Thomas and Hutton



----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.

514



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-686, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water main, and a portion of a certain public utility easement for property located at 2128 Murfreesboro Pike, (Proposal No. 2021M-017ES-001).

WHEREAS, the abandonment of approximately 327 linear feet of existing six inch public water main (DIP), and a portion of a certain public utility easement that was previously recorded in Instrument No. 201008190065609, Davidson County Register of Deeds, for property located at 2128 Murfreesboro Pike, are no longer needed; and,

WHEREAS, the abandonment has been requested by RCCG, Agape House, owner; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-017ES-001 on March 1, 2021, for the abandonment of public water main, and a portion of a public utility easement.

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 327 linear feet of existing six inch water main (DIP), and a portion of a certain public utility easement that was previously recorded in Instrument No. 201008190065609, Davidson County Register of Deeds, for property located at 2128 Murfreesboro Pike, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

13500043000

2128 Murfreesboro 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 abandonment 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 327 linear feet of existing six inch water main and a portion of a previously-recorded public utility easement for property located at 2128 Murfreesboro Pike. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

March 1, 2021

To: Mike Atchison, Metro Water Services

Re: 2128 Murfreesboro Pike Easement Abandonment
Planning Commission Mandatory Referral #2021M-017ES-001
Council District #29 – Delishia Porterfield, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for the abandonment for the abandonment of 327 linear feet of 6-inch water main (DIP) and a portion of a certain Public Utility Easement (see sketch for details) on a previous plat. Said easement was recorded on the previous plat of Revision to Lot 2 on the First Amendment of the Resubdivision of Lot One, Final Plat, The Shoppes at Nashboro, Instrument 20100819-0065609, R.O.D.C., TN.

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.

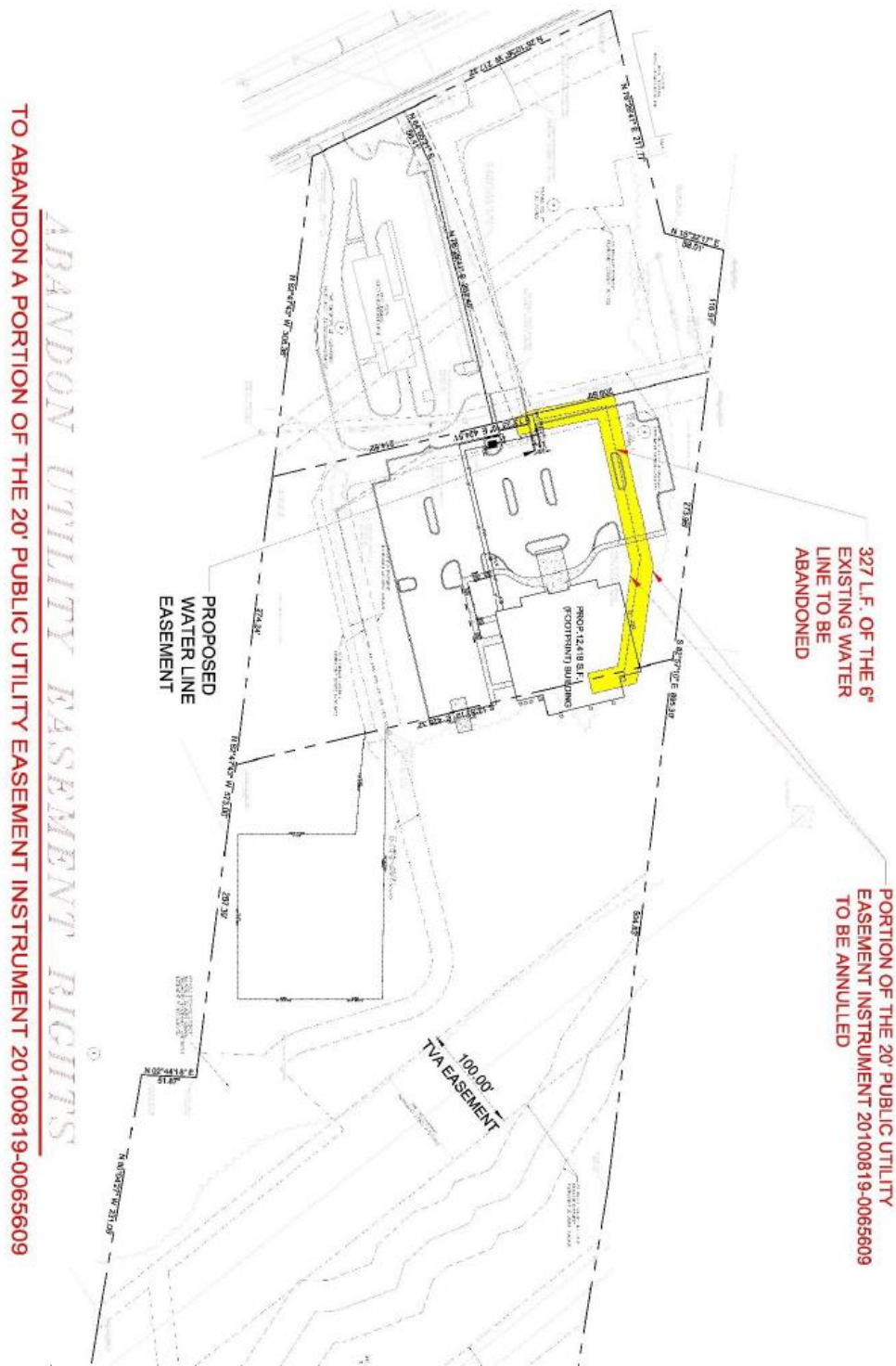
Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

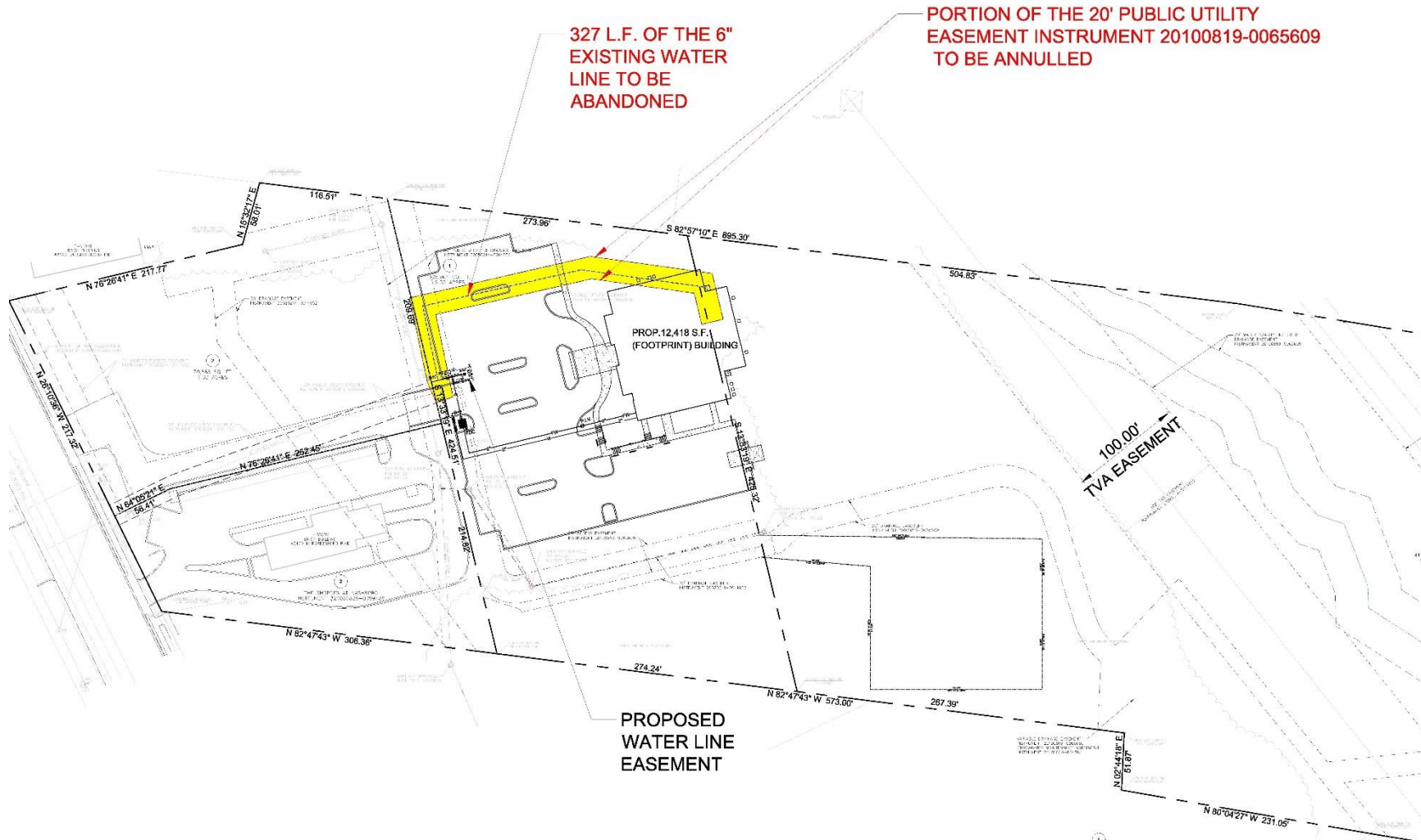
Re: 2128 Murfreesboro Pike Easement Abandonment
Planning Commission Mandatory Referral #2021M-017ES-001
 Council District #29 – Delishia Porterfield, Council Member

A request for the abandonment for the abandonment of 327 linear feet of 6-inch water main (DIP) and a portion of a certain Public Utility Easement (see sketch for details) on a previous plat. Said easement was recorded on the previous plat of Revision to Lot 2 on the First Amendment of the Resubdivision of Lot One, Final Plat, The Shoppes at Nashboro, Instrument 20100819-0065609, R.O.D.C., TN.



2/11/2021

2128 Murfreesboro Pike Tax Map 135, Parcel 430



ABANDON UTILITY EASEMENT RIGHTS

TO ABANDON A PORTION OF THE 20' PUBLIC UTILITY EASEMENT INSTRUMENT 20100819-0065609



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-687, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon an existing sanitary sewer main, a sanitary sewer manhole and easements, and to accept a new sanitary sewer main, a sanitary sewer manhole and easements, at five properties located on Anderson Road, Kinwood Drive and Twin Circle Drive, off-site of the project location at 2760 Murfreesboro Pike, also known as the Villages of Forest View (MWS Project No.21-SL-192 and Proposal No. 2021M-015ES-001).

WHEREAS, the abandonment of approximately 841 linear feet of existing eight inch sanitary sewer main, one sanitary sewer manhole and easements, and the acceptance of approximately 841 linear feet of new 10 inch sanitary sewer main (PVC) and one sanitary sewer manhole and easements, at five properties located on Anderson Road, Kinwood Drive and Twin Circle Drive, off-site of the project location at 2760 Murfreesboro Pike, also known as the Villages of Forest View, is needed to construct project number 21-SL-192: and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-015ES-001 on February 19, 2021, for the abandonment and acceptance of said sanitary sewer mains, 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 841 linear feet of existing eight inch sanitary sewer main, one sanitary sewer manhole and easements, and to accept approximately 841 linear feet of new 10 inch sanitary sewer main (PVC) and one sanitary sewer manhole and easements, at five properties located on Anderson Road, Kinwood Drive and Twin Circle Drive, off-site of the project location at 2760 Murfreesboro Pike, also known as the Villages of Forest View, as shown on 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.

Analysis

This ordinance abandons approximately 841 linear feet of existing eight inch sanitary sewer main, one sanitary sewer manhole and easements, and accepts approximately 841 linear feet of new 10 inch sanitary sewer main, one sanitary sewer manhole, and associated easements for five properties located on Anderson Road, Kinwood Drive, and Twin Circle Drive needed for the Villages of Forest View project location at 2760 Murfreesboro Pike. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Villages at Forest View
Public Sewer Extension
Project No. 20-SL-0192
Off-Site Project Parcels

<u>Address</u>	<u>Map/Parcels</u>	<u>Property Owners</u>
2967 Anderson Road	15005000300	John K. Morioka Living Trust
2900 Kinwood Drive	15005000400	Saif Kassim
2905 Kinwood Drive	15005003000	Zachery Zuzic Zoker
2957 Anderson Road	15005003100	Charles R. Chumley Etux
1100 Twin Circle Drive	149120B06800CO	Sandra W. Brown



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

February 19, 2021

To: Mike Atchison, Metro Water Services

Re: Villages at Forest View Public Sewer Extension
Planning Commission Mandatory Referral #2021M-015ES-001
Council District #29 – Delishia Porterfield, 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 aforementioned for the abandonment of approximately 841 linear feet of 8-inch sanitary sewer main, one sanitary sewer manhole and the acceptance of approximately 841 linear feet of 10-inch sanitary sewer main (PVC) and one sanitary sewer manhole and any associated easements (see sketch for details) to serve the Villages at Forest View development (MWS proj. no. 20-SL-192).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

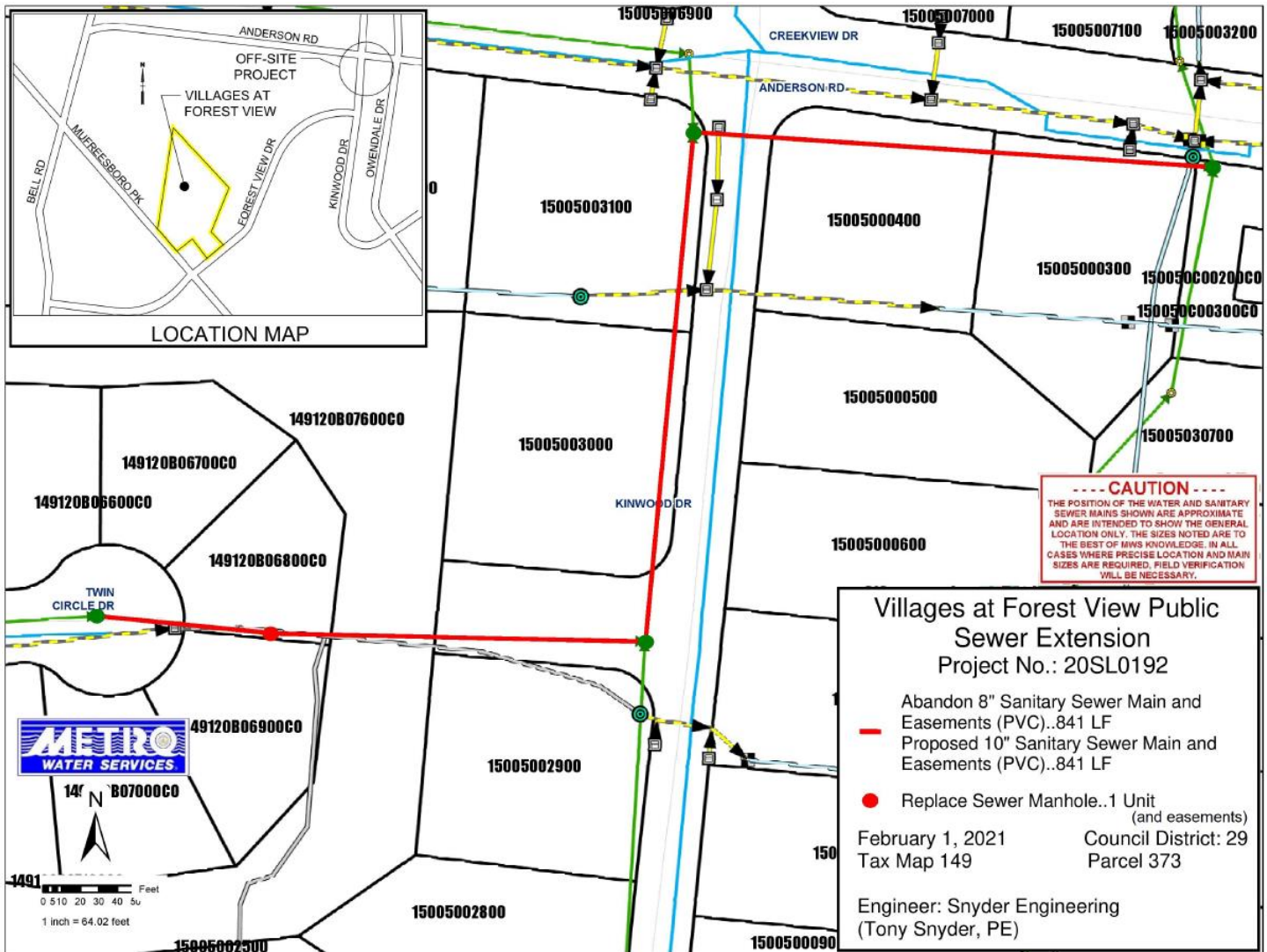
Sincerely,

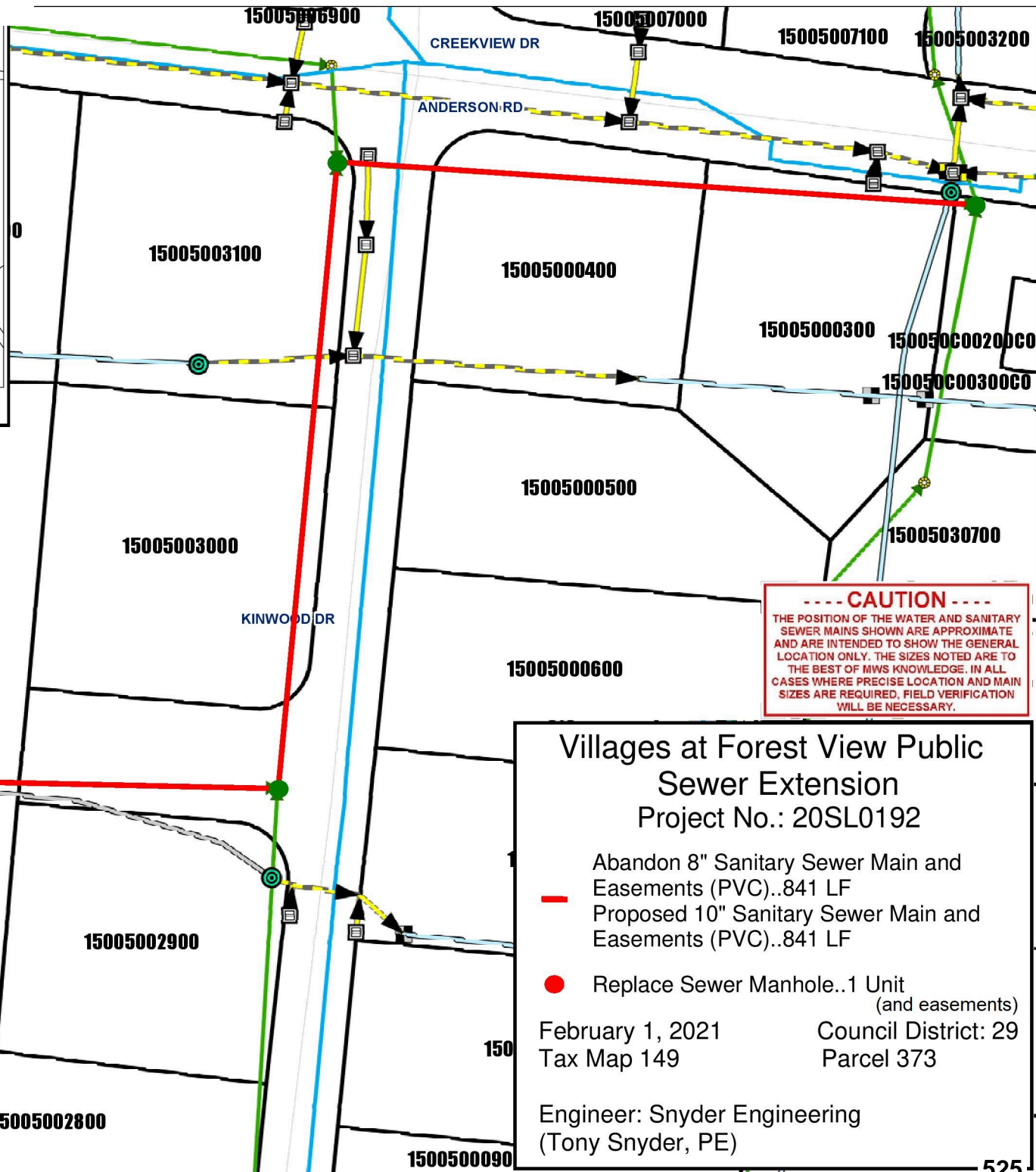
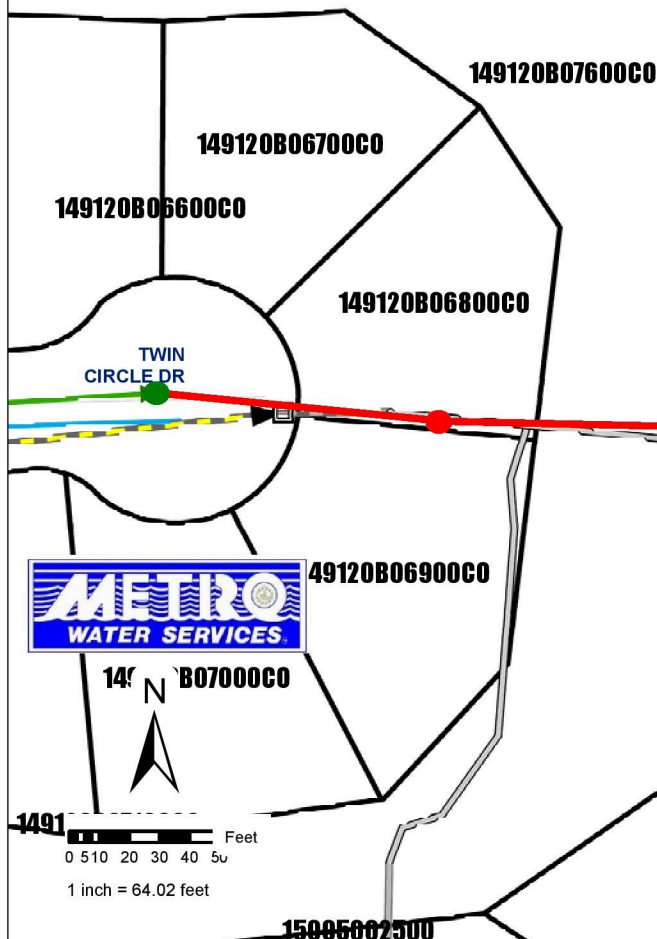
A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: Villages at Forest View Public Sewer Extension
Planning Commission Mandatory Referral #2021M-015ES-001
 Council District #29 – Delishia Porterfield, Council Member

A request aforementioned for the abandonment of approximately 841 linear feet of 8-inch sanitary sewer main, one sanitary sewer manhole and the acceptance of approximately 841 linear feet of 10-inch sanitary sewer main (PVC) and one sanitary sewer manhole and any associated easements (see sketch for details) to serve the Villages at Forest View development (MWS proj. no. 20-SL-192).







Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-688, **Version:** 1

An ordinance authorizing the Metropolitan Government of Nashville and Davidson County to execute a quitclaim deed conveying a small portion of the Madison Branch Library property. (Proposal No. 2021M-004PR-001)

WHEREAS, the Metropolitan Government of Nashville and Davidson County ("Metro") owns property located at 610 Gallatin Pike in fee and desires to convey a small portion of the property adjacent to the right-of-way as further described in the quitclaim attached hereto as Exhibit A; and,

WHEREAS, the conveyance was requested by adjacent property owners, 721 Madison Square, Madison Square Partners, LP ("Madison Square"); and,

WHEREAS, Madison Square Partners, LP intends to sell all its rights, title and interest in its property to Artesia Real Estate, and a closing on this transaction is currently scheduled for March 17, 2021; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County has no further need for the small portion of property intended to be conveyed by quitclaim and the portion of property has no commercial value; and,

WHEREAS, Madison Square shall, prior to March 17, 2021, by separate deed, convey to Metro easement interests in right-of-way Metro needs for the Madison Station Boulevard Project, Public Works Project No. 99-R-6, which was previously authorized by Ordinance No. BL2019-1480; and,

WHEREAS, it is in the best interest of the Metropolitan Government of Nashville and Davidson County that this portion of property be conveyed.

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

Section 1. That the Director of Public Property, or his designee, is authorized to transfer via quitclaim deed, substantially in the form of the attached Exhibit A, incorporated herein, a small portion of the Madison Branch Library property, as further described in Exhibit A.

Section 2. Amendments to this legislation may be approved by Resolution of the Metropolitan Council.

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

Analysis

This ordinance approves the transfer of a 0.03-acre portion of the Madison Branch Library property adjacent to the right-of-way located at 610 Gallatin Pike to the neighboring property owner, Madison Square Partners, LP. Ordinance No. BL2019-1480 authorized the acquisition of certain permanent and temporary easements by

negotiation or condemnation for 46 properties for the construction of Madison Boulevard, including property owned by Madison Square, LP. The necessary easement has now been transferred to Metro, and Metro desires to convey this small portion of unused property to the adjacent owner.

This ordinance has been approved by the Planning Commission.

Prepared by:
Tara Ladd, Esq.
Metropolitan Department of Law
1 Public Square, Ste 108
Nashville, TN 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is \$ 0.

Affiant

Subscribed and sworn to before me this ____ day of March, 2021.

Notary Public
My commission expires: _____

Address of New Owner:	Send Tax Bills to:	Tax Information:

QUITCLAIM DEED

For consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, **The Metropolitan Government of Nashville and Davidson County**, hereinafter referred to as Grantor(s), by these presents, do quitclaim and convey all of his right, title and interest unto, **Madison Square Partners, LP**, hereinafter referred as, the Grantee(s), in and to the following portion of tract or portion of parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being a tract of land in the 8th Council District of Davidson County Tennessee, said tract a portion of Metropolitan Government Madison Branch (NEW) as recorded in instrument DB-20111028 0084233 at the Register's Office of Davidson County Tennessee (RODCT), said tract being generally located west of Gallatin Pike and south of Madison Street, said property being more fully described as follows:

Beginning at a point in the existing southern boundary line of said Metropolitan Government Madison Branch (NEW) property, said point also being the southwest corner of the Madison Square Partners LP property as recorded in DOCUMENT # 20080401-0032729 RODCT, said point also being located 50.38 feet right of station 102+26.43 from the proposed centerline of Madison Station Boulevard and having TN State Plane Coordinates of Northing 700798.86', Easting 1757344.51';

Thence with said Madison Square Partners LP property, North 34°25'05" East 20.00 feet to a point in the proposed south right of way of Madison Station Boulevard, said point being located 31.50 feet right of station 102+33.03;

Thence leaving said Madison Square Partners LP property with the proposed south right of way of Madison Station Boulevard the following two (2) calls, South 74°49'52" East 116.97 feet to a point located 31.50 feet offset from station 103+50.00;

Thence South 77°13'53" East 35.73 feet to a ½" iron pin found, at the northeast corner of the Madison Square Partners LP property as recorded in book 8692, page 387 RODCT. Said pin also being the northwest corner of the Baker-Nashville, LLC property as recorded in Document # 20001201-0118160 RODCT.

Thence leaving said proposed right of way and with the North Boundary Line boundary line of said Madison Square Partners LP property as recorded in book 8692, page 387 RODCT, the following two (2) calls: North 84°17'16" West 14.17 feet to a point;

Thence North 81°54'50" West 146.40 feet to the point of beginning, containing 1,391.99 sq. ft. or .03 acres more or less.

Being a part of the same property conveyed to the Metropolitan Board of Education of record in Book 3856, Page 262, Register's Office for Davidson County, Tennessee.

This is a portion of improved property located at 610 Gallatin Pike, Nashville, Tn.

Witness my/our hands this ____ day of March 2021.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE & DAVIDSON COUNTY,
TENNESSEE BY:

_____, Director
Public Property Administration

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is the Public Property Administrator of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, and that he, as such Director, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this ____ day of March, 2021.

Notary Public

My Commission Expires: _____



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-692, **Version:** 1

An ordinance approving the expansion plans for a solid waste processing facility located at 4651 Amy Lynn Drive, Nashville, Tennessee 37218.

WHEREAS, on May 2, 2017, the Council for the Metropolitan Government of Nashville and Davidson County (the "Council") approved Ordinance No. BL2016-484, making applicable to Metropolitan Government the provisions of Part 7 of Chapter 211 of Title 68 of the Tennessee Code Annotated to require local approval of landfills, solid waste disposal facilities, and solid waste processing facilities prior to the construction of such facilities; and

WHEREAS, Tenn. Code Ann. §68-211-701 provides that no construction shall be initiated for any new landfill for solid waste disposal or for solid waste processing until the plans for such new landfill have been submitted to and approved by the county legislative body or governing body of the municipality in which the proposed landfill is located; and

WHEREAS, Tenn. Code Ann. §68-211-701 further provides that, prior to accepting any waste that would require a change in the classification of a landfill, the landfill operator shall first submit the proposal to accept the waste to the county legislative body; and

WHEREAS, Waste Management, Inc. of Tennessee - Southern Services, located at 4651 Amy Lynn Drive, Suite 1, Nashville, Tennessee 37218, has submitted an application, attached hereto and incorporated herein as an Exhibit to this ordinance, for a Class III landfill expansion; and

WHEREAS, the proposed expansion would apply to a facility consisting of a Class III landfill accepting demolition debris and yard waste located at 4651 Amy Lynn Drive, Nashville, TN 37218 upon a parcel zoned IR; and

WHEREAS, the amount of waste to be handled, processed, and/or stored by the proposed facility totals 1,500 tons per day; and

WHEREAS, on March 24, 2021, the Davidson County Solid Waste Region Board denied Waste Management's application for the expansion of this landfill; and

WHEREAS, pursuant to Tenn. Code Ann. §68-211-703, public notice of the proposal has been properly circulated by the Metropolitan Clerk within the geographical area of the proposed facility landfill by publication in a local newspaper of general circulation, and such notice has included all information set forth in Tenn. Code Ann. §68-211-703(b); and

WHEREAS, all provisions for a public hearing set forth within Tenn. Code Ann. §68-211-703, *et seq.* have been complied with as of second reading of this ordinance; whereupon the Council acted within 30 days of such public hearing, or the opportunity therefor, to approve or disapprove the proposed new construction; and

WHEREAS, pursuant to Tenn. Code Ann. §68-211-704, the Council duly considered the following criteria in evaluating the proposal: (1) the type of waste to be disposed of; (2) the method of disposal to be used; (3) the projected impact on surrounding areas from noise and odor created; (4) the projected impact on property values on surrounding areas; (5) the adequacy of existing roads and bridges to carry the increased traffic

projected to result; (6) the economic impact on the county, city or both; (7) the compatibility with existing development or zoning plans; and (8) any other factor which may affect the public health, safety or welfare.

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

Section 1. That the application for the expansion of the Class III landfill, located at 4651 Amy Lynn Drive, Nashville, Tennessee 37218 as set forth in the exhibit hereto, is hereby approved.

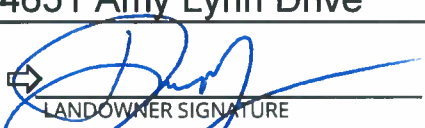
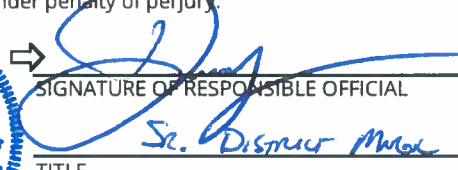

Section 2. The Solid Waste Region Board and Board of Zoning Appeals, upon the enactment and approval of this ordinance, may process related permit applications, and the applicant may otherwise pursue approval through local, state, and federal agencies.

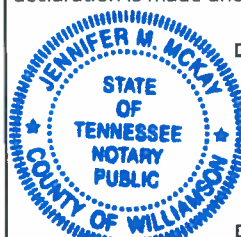
Section 3. This ordinance shall take effect immediately after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
WILLIAM R. SNODGRASS TENNESSEE TOWER
312 ROSA L. PARKS AVENUE, 14TH FLOOR
NASHVILLE, TN 37243

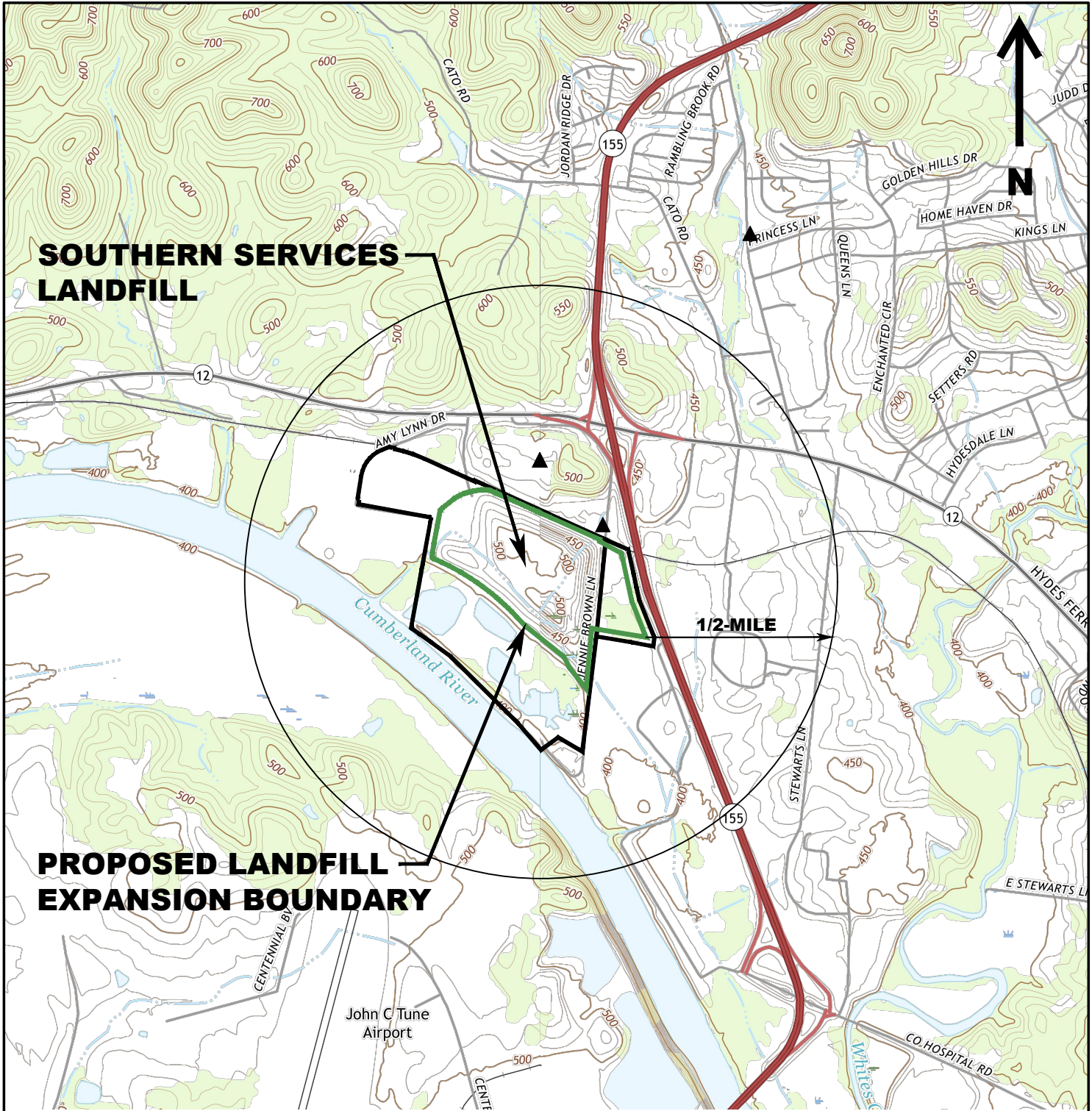
SOLID WASTE PART I APPLICATION

1. TYPE OF FACILITY		2. TYPE(S) OF WASTE HANDLED		3. AMT HANDLED	ID# TDEC USE ONLY
<input type="checkbox"/> CLASS I <input type="checkbox"/> CLASS II <input checked="" type="checkbox"/> CLASS III <input type="checkbox"/> COMPOST	SITE ACREAGE 183.40 FILL ACREAGE 77.00	<input type="checkbox"/> MUNICIPAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> OTHER (DESCRIBE)	<input checked="" type="checkbox"/> DEMOLITION <input type="checkbox"/> MEDICAL <input checked="" type="checkbox"/> YARD WASTE	1,500.00 WEIGHT TONS / DAY VOLUME CU YARDS / DAY	FACILITY LOCATION COUNTY Davidson LATITUDE (DECIMAL DEGREES) 36.2049 LONGITUDE (DECIMAL DEGREES) -86.8754
4. FACILITY INFORMATION					
FULL LEGAL NAME OF FACILITY Southern Services Landfill					
PHYSICAL LOCATION ADDRESS (GIVE DIRECTIONS IF NECESSARY) 4651 Amy Lynn Drive			CITY Nashville	STATE TN	ZIP 37218
FACILITY MAILING ADDRESS 4651 Amy Lynn Drive			CITY Nashville	STATE TN	ZIP 37218
5. CONTACT PERSONS					
FACILITY MANAGER OR SITE OPERATOR Don Gentilcore		(AREA CODE) + PHONE (615) 986-7858		EMAIL dgentilc@wm.com	
RESPONSIBLE OFFICIAL Don Gentilcore		(AREA CODE) + PHONE (615) 986-7858		EMAIL dgentilc@wm.com	
RESPONSIBLE OFFICIAL MAILING ADDRESS 4651 Amy Lynn Drive		CITY Nashville		STATE TN	ZIP 37218
LANDOWNER NAME Waste Management Inc., of Tennessee		(AREA CODE) + PHONE (615) 986-7858		EMAIL dgentilc@wm.com	
LANDOWNER MAILING ADDRESS 4651 Amy Lynn Drive		CITY Nashville		STATE TN	ZIP 37218
 LANDOWNER SIGNATURE		LANDOWNER SIGNATURE		LANDOWNER SIGNATURE DATE 1/21/21	
6. ZONING AUTHORITY					
ZONING AUTHORITY NAME Metro Government of Nashville and Davidson County		ZONING STATUS Industrial (IR)		(AREA CODE) + PHONE (615) 862-6792	EMAIL Emily.Lamb@nashville.gov
ZONING AUTHORITY MAILING ADDRESS 800 2nd Ave S, Nashville, TN		CITY Nashville		STATE TN	ZIP 37210
7. CERTIFICATION REQUIRED					
I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.					
 SIGNATURE OF RESPONSIBLE OFFICIAL		PRINTED NAME Donna R. Gentilcore Jr.			
TITLE Sr. District Manager		DATE 1/29/21			
 SIGNATURE OF NOTARY		DATE COMMISSION EXPIRES MAY 23, 2022			



MY COMMISSION EXPIRES: MAY 23, 2022

CN-1036 (REV. 10-16)



**SOUTHERN SERVICES
LANDFILL**

**PROPOSED LANDFILL
EXPANSION BOUNDARY**

1/2-MILE

LEGEND

- PROPERTY BOUNDARY
- ▲ WELL LOCATION

SOURCE: USGS 7.5-MINUTE SCOTTSBORO AND NASHVILLE WEST 2019 QUADRANGLES.

PREPARED BY:



TriAD ENVIRONMENTAL CONSULTANTS, INC.
Suite 200, 207 Donelson Pike, Nashville, TN 37214
615-889-6888 fax 615-889-4004

FIGURE 1: VICINITY MAP
SOUTHERN SERVICES LANDFILL
NASHVILLE, TENNESSEE

DWG. DATE: 05/21/20	PROJECT NO.: 97-USA12-01
SCALE: 1:24,000	SHEET 1 OF 1



State of Tennessee
 Department of Environment and Conservation
 Division of Solid Waste Management – Solid Waste Program
 312 Rosa L. Parks Avenue, 14th Floor
 Nashville, TN 37243

APPLICANT DISCLOSURE STATEMENT

INSTRUCTIONS: Maintain a copy of your disclosure statement for your records. Submit the disclosure statement and supporting documentation to the address above.

1.	APPLICANT'S COMPLETE NAME	WASTE MANAGEMENT, INC OF TENNESSEE
	NAME OF APPLICANT'S BUSINESS	SOUTHERN SERVICES C&D
	STATE OF INCORPORATION (if applicable)	TENNESSEE
	FEDERAL TAX I.D. NUMBER	36-2935128
	BUSINESS ADDRESS	4651 AMY LYNN DRIVE, NASHVILLE, TN 37218
	MAILING ADDRESS	4651 AMY LYNN DRIVE, NASHVILLE, TN 37218

2. Give a brief description of the structure of the business (e. g., partnership, sole proprietorship, corporation, association).
CORPORATION
3. List the names, addresses, and titles of all officers, directors or partners of the applicant, of any parent or subsidiary corporation if the applicant is a corporation, and of any person owning 10% or more interest in the applicant company.
SEE ATTACHED SUPPLEMENTAL INFORMATION
4. List the name and address of all facilities in the field of solid or hazardous waste management in which the applicant business or any of its officers, directors, or partners, holds a 10% or greater interest and the name of the officer, director or partner holding such interest.
NONE
5. List the names of all key personnel, including titles and positions held.
SEE ATTACHED SUPPLEMENTAL INFORMATION
6. List all permits and licenses relating to solid and/or hazardous waste management presently held by the applicant(s), including facility name, location, permit or license number and name of issuing authority or agency.
SEE ATTACHED SUPPLEMENTAL INFORMATION
7. List all permits and licenses relating to solid and/or hazardous waste management presently held by the applicant(s) within the last ten (10) years not listed previously. Include facility name, location, permit or license number and name of issuing authority or agency.
NONE
8. List the name and address of solid and/or hazardous waste facilities constructed and operated by any parent or subsidiary corporation, if the applicant is a corporation.
SEE ATTACHED SUPPLEMENTAL INFORMATION
9. List all judicial and/or administrative orders issued for the violations of any state or federal environmental protection law which resulted in a fine or penalty within the five (5) year period immediately preceding the submission date of the applicant's permit application. Include in the description:
NONE
 - a. the style of the complaint
 - b. the case file number
 - c. the forms in which the complaint was filed
 - d. the identity of each state or federal agency involved with or named in the complaint
 - e. the amount of the fine(s) or penalty(s)
 - f. whether the fine or penalty has been paid
 - g. the identity and description of each law or regulation violated or alleged to have been violated and upon which fine(s) or penalty(s) is/are based
 - h. state whether the fine was the result of a settlement or agreed order, an administrative order or a court judgment
 - i. if litigation is ongoing, describe any orders or judgments entered and describe the current status of litigation

- j. explain all corrective action measures performed to correct or mitigate the violations
10. List and explain all revocations, suspensions or denials of a license, permit, or equivalent authorization, which was issued within the past ten (10) years by any government entity and was issued pursuant to law, rule, or regulation relative to the collection, transportation, treatment, storage, or disposal of solid or hazardous waste. Include the date of the revocation, suspension, or denial and the name of the issuing agency or authority.

SEE ATTACHED SUPPLEMENTAL INFORMATION

11. List and describe all criminal felony convictions entered against the applicant for the violation of any state or federal environmental protection law or regulation within the ten (10) years preceding the submission date of applicant's permit application. Include in the description:

NONE

- the style of the case
- the case file number
- the forum in which the conviction was entered
- the date of judgment
- the sentence imposed
- the identity and a description of each law applicant was convicted of violating
- whether the conviction was the result of a plea agreement of a trial
- if currently on appeal, the status of the appeal

An individual, by executing this document on behalf of a corporation or other entity, certifies that she or he is duly authorized as defined in Rule 0400-11-01-.02(2)(a)7. and 8., to act on behalf of the corporation or other entity and provide the information contained herein.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, and accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

PRINT NAME WILLIAM EDWARD MCMANUS

TITLE PRESIDENT, WASTE MANAGEMENT, INC. OF TENNESSEE

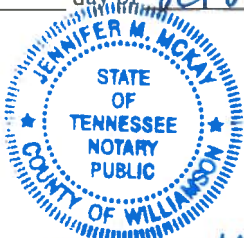
SIGNATURE *William E. McManus* DATE 10-1-20

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Subscribed and sworn to before me by WILLIAM E. MCMANUS this the

1 day of OCTOBER, 20 20.



Jennifer M. McKay
NOTARY PUBLIC

My Commission Expires May 23, 2022

Any person who knowingly makes a false statement under oath or makes a false statement on an official document shall be guilty of a Class A misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) or by imprisonment of not greater than eleven (11) months twenty-nine days, or by both fine and imprisonment.

KEY PERSONNEL DISCLOSURE STATEMENT

WASTE MANAGEMENT, INC OF TENNESSE

APPLICANT'S NAME

1.	KEY PERSON'S COMPLETE NAME	CHARLES R. GILLIAN
	STATE OF INCORPORATION (if applicable)	TENNESSEE
	FACILITY ADDRESS	4651 AMY LYNN DRIVE, NASHVILLE, TN 37218
	MAILING ADDRESS	4651 AMY LYNN DRIVE, NASHVILLE, TN 37218

2. Describe the relationship of the person in item 1 to the applicant. DIRECTOR OF DISPOSAL OPERATIONS
3. List all permits or licenses relating to solid and for hazardous waste management presently held by person named in item 1.
NONE
4. List all permits or licenses related to solid and/or hazardous waste management held by the person listed in item 1 within the last five (5) years not previously listed.
NONE
5. List all judicial and/or administrative orders issued for the violations of any state or federal environmental protection law which resulted in a fine or penalty, within the five (5) years preceding the submission of this application for violation of any state or federal statute or local ordinance. Include the following information:
NONE
 - a. the style of the complaint
 - b. the case file number
 - c. the identity of all parties named in the complaint
 - d. the forum in which the complaint was filed
 - e. the identity of each state or federal agency involved with or named in the complaint
 - f. the amount of the fine(s) or penalty(s)
 - g. whether the fine or penalty has been paid
 - h. the identity and description of each law or regulation violated or alleged to have been violated and upon which the fine(s) or penalty(s) is/are based
 - i. state whether the fine was the result of a settlement or agreed order, an administrative order or a court judgment
 - j. if litigation is ongoing, describe any orders or judgments entered and describe the current status of litigation
6. Describe all judgments of a criminal conviction of a felony entered against the person named in item 1 for the violation of any state or federal environmental protection law within the ten (10) years preceding the submission of this application. Include the following information:
NONE
 - a. the style of the case
 - b. the case file number
 - c. the forum in which the conviction was entered
 - d. the date of judgment
 - e. the sentence imposed
 - f. the identity and a description of each law applicant was convicted of violating
 - g. whether the conviction was the result of a plea agreement or a trial
 - h. if currently on appeal, the status of the appeal
7. List the name and address of all waste sites, waste facilities and solid waste management facilities in which the person named in item 1 has a financial interest, an equitable interest, or in which the person is an officer, director, or manager, and identify the nature of the person's interest or investment.

SEE ITEM 6 OF ATTACHED SUPPLEMENTAL INFORMATION

The undersigned hereby affirms or swears under penalty of perjury that the information provided in this statement is complete, true, and accurate.

Charles R. Gillen
PRINT NAME

Director of Disposal Operations
TITLE

[Signature]
SIGNATURE

DATE

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Subscribed and sworn to before me by CHARLES R. GILMAN this 1st day of OCTOBER, 20 20.



Jennifer M. McKay
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MAY 23, 2022

My Commission Expires: May 23, 2022

Any person who knowingly makes a false statement on an official document shall be guilty of a Class A misdemeanor and upon conviction thereof shall be punished by a fine not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) or by imprisonment of not greater than ELEVEN (11) MONTHS TWENTY-NINE (29) DAYS or by both fine and imprisonment.

KEY PERSONNEL DISCLOSURE STATEMENT

WASTE MANAGEMENT, INC OF TENNESSE

APPLICANT'S NAME

1.	KEY PERSON'S COMPLETE NAME	ED MCMANUS
	STATE OF INCORPORATION (if applicable)	TENNESSEE
	FACILITY ADDRESS	4651 AMY LYNN DRIVE, NASHVILLE, TN 37218
	MAILING ADDRESS	4651 AMY LYNN DRIVE, NASHVILLE, TN 37218

2. Describe the relationship of the person in item 1 to the applicant. AREA VICE PRESIDENT
3. List all permits or licenses relating to solid and for hazardous waste management presently held by person named in item 1.
NONE
4. List all permits or licenses related to solid and/or hazardous waste management held by the person listed in item 1 within the last five (5) years not previously listed.
NONE
5. List all judicial and/or administrative orders issued for the violations of any state or federal environmental protection law which resulted in a fine or penalty, within the five (5) years preceding the submission of this application for violation of any state or federal statute or local ordinance. Include the following information:
NONE
 - a. the style of the complaint
 - b. the case file number
 - c. the identity of all parties named in the complaint
 - d. the forum in which the complaint was filed
 - e. the identity of each state or federal agency involved with or named in the complaint
 - f. the amount of the fine(s) or penalty(s)
 - g. whether the fine or penalty has been paid
 - h. the identity and description of each law or regulation violated or alleged to have been violated and upon which the fine(s) or penalty(s) is/are based
 - i. state whether the fine was the result of a settlement or agreed order, an administrative order or a court judgment
 - j. if litigation is ongoing, describe any orders or judgments entered and describe the current status of litigation
6. Describe all judgments of a criminal conviction of a felony entered against the person named in item 1 for the violation of any state or federal environmental protection law within the ten (10) years preceding the submission of this application. Include the following information:
NONE
 - a. the style of the case
 - b. the case file number
 - c. the forum in which the conviction was entered
 - d. the date of judgment
 - e. the sentence imposed
 - f. the identity and a description of each law applicant was convicted of violating
 - g. whether the conviction was the result of a plea agreement or a trial
 - h. if currently on appeal, the status of the appeal
7. List the name and address of all waste sites, waste facilities and solid waste management facilities in which the person named in item 1 has a financial interest, an equitable interest, or in which the person is an officer, director, or manager, and identify the nature of the person's interest or investment.

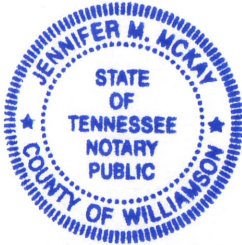
SEE ITEM 6 OF ATTACHED SUPPLEMENTAL INFORMATION

The undersigned hereby affirms or swears under penalty of perjury that the information provided in this statement is complete, true, and accurate.

Ed McManus
 PRINT NAME
 Area VP
 TITLE
 9-30-20
 DATE
 SIGNATURE

STATE OF TENNESSEE
 COUNTY OF WILLIAMSON

Subscribed and sworn to before me by ED MCMANUS this 1ST day
 of OCTOBER, 20 20.



Jennifer M. McKay
 NOTARY PUBLIC

COMMISSION EXPIRES:
 My Commission Expires: MAY 23, 2022

Any person who knowingly makes a false statement on an official document shall be guilty of a Class A misdemeanor and upon conviction thereof shall be punished by a fine not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) or by imprisonment of not greater than ELEVEN (11) MONTHS TWENTY-NINE (29) DAYS or by both fine and imprisonment.

KEY PERSONNEL DISCLOSURE STATEMENT

WASTE MANAGEMENT, INC OF TENNESSE

APPLICANT'S NAME

1.	KEY PERSON'S COMPLETE NAME	DONALD R. GENTILCORE
	STATE OF INCORPORATION (if applicable)	TENNESSEE
	FACILITY ADDRESS	4651 AMY LYNN DRIVE, NASHVILLE, TN 37218
	MAILING ADDRESS	4651 AMY LYNN DRIVE, NASHVILLE, TN 37218

2. Describe the relationship of the person in item 1 to the applicant. SENIOR DISTRICT MANAGER
3. List all permits or licenses relating to solid and for hazardous waste management presently held by person named in item 1.
NONE
4. List all permits or licenses related to solid and/or hazardous waste management held by the person listed in item 1 within the last five (5) years not previously listed.
NONE
5. List all judicial and/or administrative orders issued for the violations of any state or federal environmental protection law which resulted in a fine or penalty, within the five (5) years preceding the submission of this application for violation of any state or federal statute or local ordinance. Include the following information:
NONE
 - a. the style of the complaint
 - b. the case file number
 - c. the identity of all parties named in the complaint
 - d. the forum in which the complaint was filed
 - e. the identity of each state or federal agency involved with or named in the complaint
 - f. the amount of the fine(s) or penalty(s)
 - g. whether the fine or penalty has been paid
 - h. the identity and description of each law or regulation violated or alleged to have been violated and upon which the fine(s) or penalty(s) is/are based
 - i. state whether the fine was the result of a settlement or agreed order, an administrative order or a court judgment
 - j. if litigation is ongoing, describe any orders or judgments entered and describe the current status of litigation
6. Describe all judgments of a criminal conviction of a felony entered against the person named in item 1 for the violation of any state or federal environmental protection law within the ten (10) years preceding the submission of this application. Include the following information:
NONE
 - a. the style of the case
 - b. the case file number
 - c. the forum in which the conviction was entered
 - d. the date of judgment
 - e. the sentence imposed
 - f. the identity and a description of each law applicant was convicted of violating
 - g. whether the conviction was the result of a plea agreement or a trial
 - h. if currently on appeal, the status of the appeal
7. List the name and address of all waste sites, waste facilities and solid waste management facilities in which the person named in item 1 has a financial interest, an equitable interest, or in which the person is an officer, director, or manager, and identify the nature of the person's interest or investment.

SEE ITEM 6 OF ATTACHED SUPPLEMENTAL INFORMATION

The undersigned hereby affirms or swears under penalty of perjury that the information provided in this statement is complete, true, and accurate.

DONALD R. Gentilcore
PRINT NAME

Sr. District Manager
TITLE

[Signature]
SIGNATURE

9-25-20
DATE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Subscribed and sworn to before me by DONALD R. GENTILCORE this 25TH day of SEPTEMBER, 20 20.



Jennifer M. McKay
NOTARY PUBLIC

MY COMMISSION EXPIRES: MAY 23, 2022
My Commission Expires: MAY 23, 2022

Any person who knowingly makes a false statement on an official document shall be guilty of a Class A misdemeanor and upon conviction thereof shall be punished by a fine not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) or by imprisonment of not greater than ELEVEN (11) MONTHS TWENTY-NINE (29) DAYS or by both fine and imprisonment.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-617, **Version:** 1

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

WHEREAS, on December 3, 2019, the Metropolitan Council enacted Ordinance No. BL2019-45, as amended, which implemented a water and sewer rate increase; and

WHEREAS, as part of the rate increase approved by Ordinance No. BL2019-45, Metro Water Services (MWS) factored in a \$10,000,000 additional annual payment in lieu of taxes to the Metropolitan Government; and

WHEREAS, on January 7, 2020, the Metropolitan Council approved Resolution No. RS2020-154 directing MWS to make a payment in lieu of ad valorem taxes on MWS property within the geographical jurisdiction of the Metropolitan Government to the general fund of the Metropolitan Government in the amount of \$10,000,000 annually; and

WHEREAS, to date, general fund revenues of the Metropolitan Government have exceeded revenue projections by more than \$10,000,000; and

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the MWS ratepayers that the water rates be adjusted to reflect the repeal of the \$10,000,000 annual payment in lieu of taxes.

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

Section 1. That Resolution No. RS2020-154 is hereby repealed in its entirety. All monthly installments of the payments in lieu of taxes shall cease as of the effective date of this ordinance.

Section 2. That Section 15.32.020 of the Metropolitan Code is hereby amended by amending Table 15.32.020(a) to reduce the monthly meter charge for a 5/8" residential meter size by five cents (\$0.05) per month, shown as follows:

Monthly Service Charge (\$)					
Meter Size (in)	Year 2020	Year 2021	Year 2022	Year 2023	Year 2024
5/8	5.0904	5.3025	5.4540	5.6257	5.7974

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

Analysis

This ordinance repeals the \$10,000,000 annual Metro Water Services (MWS) payment in lieu of taxes (PILOT), and reduces water rates to offset the \$10,000,000. Ordinance No. BL2019-45, as amended, increased water and sewer rates for MWS customers, and contemplated a \$10,000,000 additional annual

PILOT to the Metropolitan Government to help reimburse Metro for services and operational support it provides to MWS. The Council subsequently adopted Resolution No. RS2020-154 directing MWS to make a \$10,000,000 PILOT to the Metro General Fund annually. This \$10,000,000 PILOT is in addition to the \$4,000,000 PILOT MWS was already paying to Metro, which is pledged toward the debt on Nissan Stadium.

This ordinance includes a recital noting that Fiscal Year 2021 General Fund revenues are on par to exceed the budgeted revenue projections by more than \$10,000,000. The resolution would accordingly repeal the \$10,000,000 PILOT, and make a reduction in the water rates to offset the \$10,000,000 MWS would not have to pay. All monthly installments of the PILOT would cease as of the effective date of this ordinance.

The ordinance currently provides for a five cent (\$0.05) reduction in the monthly service charge for 5/8" residential meters. MWS has worked with a consultant to determine what the actual amount of the decrease would need to be to fully offset the \$10,000,000 PILOT amount, as shown below:

Current

	Water Charges	Sewer Charges
Volumetric Charge		
Residential - Tier 2	\$ 3.64	\$ 6.08
Residential - Tier 3	4.37	6.08
Residential - Tier 4	5.46	6.08
Non- Residential - Uniform	\$ 2.86	\$ 6.08

\$10M Reduction Scenario

	Water Charges	Sewer Charges
Base Charge NO CHANGE		
Volumetric Charge		
Residential - Tier 2	\$ 3.47	\$ 5.79
Residential - Tier 3	4.16	5.79
Residential - Tier 4	5.20	5.79
Uniform Non- Residential	2.73	5.79

This bill should be amended to reflect the actual reductions needed. Further, MWS advises that this bill could not be implemented from a logistical standpoint until at least July 1, 2021.

As the Council will recall, prior to the increase in water and sewer rates, the Tennessee Water and Wastewater Financing Board (the "Board") made a determination that Metro's water and sewer system was in a state of financial distress. As part of the Board's December 4, 2019 order, the Board directed Metro to enact BL2019-45, as amended, and ordered that Metro "shall not adopt rates or fees lower than those listed in the amendment" to Ordinance No. BL2019-45. Thus, approval of the Board would likely be needed for the rate decrease to become effective.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-640, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), all of which is described herein (Proposal No. 2021Z-011PR-001).

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

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

By changing from RS5 to RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), being Property Parcel No. 258 as designated on Map 071-15 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2021Z-011PR-001
Map 071-15, Parcel(s) 258
Subarea 05, East Nashville
District 05 (Parker)
Application fee paid by: Reginal McKeever

A request to rezone from RS5 to RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), requested by Reginal McKeever, applicant; Top R and A Development, LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-646, **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.

Analysis

This ordinance modifies various provisions in the Metro Code to facilitate the Mayor's planned on-street parking modernization program. Section 11.907 of the Metro Charter provides that the Metro Traffic and Parking Commission has the sole authority for the operation and management of Metro's parking facilities, including metered spaces and garages, but it does not prohibit the Commission from contracting out various aspects of the operation. In fact, Metro has had contracts for the operation of Metro-owned parking garages for many years. However, the Metro Code provisions pertaining to on-street parking do not specifically address the use of contractors. Section 11.907 of the Charter further provides that all revenue generated from Metro's parking program must be used for traffic and parking improvements.

Metro intends to issue a request for proposals (RFP) to solicit responses from outside parking management operators to integrate new technology into the metered parking system, which should improve parking opportunities downtown and increase revenue for Metro. This RFP approach is different from the RFP issued by the previous mayoral administration, which sought to lease Metro's on-street parking assets to a private operator for a long-term period and to share revenues with the operator, including a large one-time lump sum payment.

In order to encourage operators to submit proposals to the RFP, various changes are needed to the Metro Code to allow for new technology and private operation. A summary of the various Code changes to be made by this ordinance is as follows:

2.44.070

- Changes the current “meter maid patrol” to “parking enforcement patrol” and makes several changes to modernize antiquated language
- Allows for contractor assistance in the enforcement of parking violations. Parking enforcement patrol officers (Metro employees) would still have to be the ones to authorize the issuance of a citation based upon probable cause presented by the contractor.

2.56.210

- Allows for electronic forms for notifying violators of court dates as opposed to “forms in triplicate”

12.04.230

- Adds parking pay stations that service several spaces to the definition of “parking meter”

12.08.150

- Deletes references to “booting” and replaces with the term “immobilization”
- Replaces references to the meter maid patrol with “parking enforcement patrol or its contractor”
- Allows impounded vehicles to be reclaimed from the parking enforcement patrol or its contractor, not just from the police department

12.41.040

- Clarifies that valet operating permits may be renewed annually. The current version of the code says they “shall” be renewed.

12.42.010

- Adds a definition for “chief traffic engineer” and provides that the designee of the chief traffic engineer may be a contractor for purposes of the residential permit parking program

12.44.010

- Deletes the provisions that provided for free metered parking on Sundays and holidays

12.44.020

- Allows contractors to install parking meters in addition to Public Works staff
- Removes provisions pertaining to coin operated meters
- Allows Public Works or its contractor to set up a payment system using a web-based application with an electronic customer receipt
- Provides for notice methods/requirements to customers regarding the expiration of the allotted parking time

12.44.040

- Updates language regarding parking time limits to reflect that meters can service multiple parking spaces
- Removes language pertaining to the deposit of coins in meters
- Allows for a method of notifying customers of expired meters via text message or other means of communication to which the customer has consented

12.44.060

- Adds “or other related equipment” to the provisions pertaining to the unlawful tampering of parking meters

12.44.070

- Clarifies that persons with disabled driver placards or license plates can still park for free, but cannot exceed the parking time limit for the particular meter. The current Code’s failure to specify this means that persons with disabled driver placards/plates can park for free for an unlimited duration, which obviously limits parking space turnover.

12.44.080

- Deletes the provisions that were added to the Code in 2010 to allow free downtown parking for vehicle owners who purchase carbon offsets. This program has not been widely used.

13.08.080

- Allows license plate scanner technology solely for the purpose of enforcing parking restrictions
- The license plate information must be deleted within 30 minutes after the vehicle leaves the space unless it is suspected of violating parking restrictions

This ordinance has been approved by the Traffic and Parking Commission.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-657, **Version:** 2

An Ordinance to amend Chapter 2.64 of the Metropolitan Code to require an annual board/commission membership demographic report to be provided to the Metropolitan Council.

Section 1. That Chapter 2.64 of the Metropolitan Code is hereby amended by adding the following new Section 2.64.060:

2.64.060 - Membership demographic reports

The Metropolitan Clerk shall submit a report to the Metropolitan Council and the Mayor's Office on or before October 1 of each year containing demographic information about every Metropolitan Government board and commission whose membership is elected or confirmed by the Metropolitan Council. Such report shall include the current demographic composition of the members of each board as compared to the demographic composition from the previous year. For purposes of this report, "demographic composition" means the percentage of racial minorities, ethnic minorities, gender identity, and self-identified LGBTQ status as disclosed on the questionnaire submitted to the Metropolitan Clerk at the time of confirmation. These reports shall remain posted on the Metropolitan Clerk's website.

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 requires the Metro Clerk to provide annual demographic reports to the Council regarding Metro boards and commissions. The report is to be provided not later than October 1 of each year, and is to include the current demographic composition of the members of each board/commission compared to the composition from the previous year. The information to be provided would include the percentage of racial minorities, ethnic minorities, gender identity, and self-identified LGBTQ status as disclosed on the questionnaire submitted to the Metropolitan Clerk at the time of confirmation. These reports are to remain posted on the Metropolitan Clerk's website.

There is a proposed amendment from the sponsor to add self-identified disability status to the demographic report.

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-657

Mr. President –

I hereby move to amend Ordinance No. BL2021-657, proposed Metropolitan Code of Laws Section 2.64.060, as follows:

2.64.060 - Membership demographic reports

The Metropolitan Clerk shall submit a report to the Metropolitan Council and the Mayor's Office on or before October 1 of each year containing demographic information about every Metropolitan Government board and commission whose membership is elected or confirmed by the Metropolitan Council. Such report shall include the current demographic composition of the members of each board as compared to the demographic composition from the previous year. For purposes of this report, "demographic composition" means the percentage of racial minorities, ethnic minorities, gender identity, and self-identified LGBTQ status as disclosed on the questionnaire submitted to the Metropolitan Clerk at the time of confirmation. These reports shall remain posted on the Metropolitan Clerk's website.

SPONSORED BY:

Tom Cash

Emily Benedict
Members of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-658, **Version:** 1

An ordinance amending Title 10 of the Metropolitan Code of Laws to adopt the 2018 National Fire Prevention Association NFPA 1 Fire Code, as amended, for use throughout the Metropolitan Government, and the 2018 NFPA 101 Life Safety Code, as amended, for certain occupancies.

WHEREAS, Tennessee Code Annotated § 68-120-101 allows local governments to adopt either the International Fire Code, published by the International Code Council, Inc., or the NFPA 1 Fire Code, published by the National Fire Protection Association, Inc., provided the local government certifies to the state fire marshal that it is adequately enforcing such code; and,

WHEREAS, the applicable codes for fire, building, dwelling, energy, gas/mechanical, and plumbing standards are updated by international bodies on a periodic basis; and,

WHEREAS, such updates are adopted by the Metropolitan Council into the Metropolitan Code of Laws as the governing standards for Davidson County, Tennessee; and,

WHEREAS, the amendment of these sections of Metropolitan Code of Laws § 10 and 16 is in the best interests of the citizens of Nashville and Davidson County.

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

Section 1. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.010 in its entirety and substituting in lieu thereof the following new section:

10.64.010 Fire Prevention Code adopted.

The Metropolitan Government adopts the 2018 edition of the NFPA 1 Fire Code, as amended in this chapter, published by the National Fire Protection Association, save and except those portions such as deleted, modified or amended below, to be applicable throughout the city. A copy of the NFPA 1, is attached to the ordinance codified in this section and hereof, the same as if copied verbatim herein. The NFPA 1 Fire Code, as amended shall be known as the Metropolitan Fire Prevention Code. The following annexes of the fire code adopted by this Section are hereby included as a part of the city's adopted fire code, save and except those portions which are deleted, modified or amended by section 3. Annex A, Explanatory Material; Annex B, Hazardous Materials Classifications; Annex D, Hazardous Materials Management Plans, HMIS; Annex F, Fire Fighter Breathing-Air Replenish Systems

Section 2. Chapter 10.64 of the Metropolitan Code is hereby amended by adding Section 10.64.011:

10.64.011 Enforcement of county-wide emergency health orders.

Notwithstanding any other provision of this title, it is a condition of any permit or work authorization issued pursuant to the authority granted herein, including those issued prior to the effective date hereof, that the permittee and its employees abide by applicable laws, rules,

regulations and orders, including without limitation those emergency orders issued by the Chief Medical Director in connection with a declared state of emergency in all or part of Davidson County. Employees of a department that has authorized work or issued a permit pursuant to this title may order the cessation of work or specific activities, or the suspension of a permit, on any work site operating under such permit, for a violation of an emergency order.

Notice of the stop work order shall be in writing and shall be given to the owner of the property or to his agent or to the person in charge of the work or overseeing the operation. When, in the opinion of the director of the department that authorized work or issued a permit, or the director's agent, that an emergency exists, a written stop work order shall not be required, and in such instances, oral notice to the owner, his agent or the person in charge of the work shall have the same force and effect as a written order. Any violation of the stop work order shall be assessed as a civil penalty at the rate of fifty dollars per day. In addition, where a violation exists, the director of the department or the director's agent may request that utility service be curtailed until the violation is corrected or abated. Appeals from the stop work order may be made to the relevant board or commission that oversees the authorization of the work or issuance of the permit."

Section 3. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.012 in its entirety and substituting in lieu thereof the following new section 10.64.012:

10.64.012 Amendments to the 2018 NFPA 1 Fire Code.

The following amendments, deletions, or additions to the 2018 NFPA 1 Fire Code thereto are adopted by reference, as fully as though copied into the Metropolitan Fire Prevention Code, and thereby made a part of the Metropolitan Fire Prevention Code.

A. Section 1.7.3 is amended by adding the following subsection:

1.7.3.3 The provisions of this code do not apply to one and two-family dwellings and the construction, normal use, or maintenance thereof.

B. Section 1.10.1 is amended by adding the following language at the end of said section: Any reference to the board of appeals shall mean the Metropolitan Board of Fire and Building Code Appeals.

C. Section 1.12 is amended by adding the following subsection:

1.12.2.5 Permit fees shall be established from time to time by the Fire Marshal and approved by the Metro Council, taking into consideration the costs incurred with issuance of the permits and required inspections thereunder.

D. Table 1.12.8(a) is hereby amended by adding the following additional language in Private Fire Hydrants, "Use" and "Testing"

E. Section 2.1 is amended to omit the following referenced publications:

NFPA 120, Standard for Fire Prevention and Control in Coal Mines, 2015 edition; 2018 edition; and NFPA 5000, Building Construction and Safety Code™, 2018 edition.

F. Section 3.3.14.3 is amended by deleting the section and substituting in lieu thereof:

Fire Area. An area of a building separated from the remainder of the building by construction having a fire resistance rating of 2 hours and having all communicating openings properly protected by an assembly having a fire resistance rating of at least 2 hours.

G. Section 13.3.2.20 is deleted.

H. Section 13.3.3 is amended by deleting the subsection 13.3.3.4.1.5.2 and substituting in lieu thereof:

Section 13.3.3.4.1.5.2 Corrections and repairs shall be performed by an approved sprinkler contractor licensed by the state of Tennessee.

I. Section 13.5 is amended by adding the following subsection:

13.5.3.2 Backflow prevention devices on automatic fire extinguishment systems shall be serviced by an approved sprinkler contractor licensed by the state of Tennessee.

J. Section 18.2.3.2.2.1 is amended by deleting and substituting the following in lieu thereof: When buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13D, or NFPA 13R, the distance in 18.2.3.2.2 shall be permitted to be increased to 250 ft with approval by the AHJ.

K. Section 18.2.3.3 is amended by adding a new subsection 18.2.3.3.1; Remoteness. Where two fire department access roads are required, they shall be placed a distance apart equal to not less than one half the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between access roads.

L. Section 18.2.3.3 is amended by adding a new subsection 18.2.3.3.1; New residential developments of one- and two- family dwellings with more 49 dwelling units shall provide two separate and remote fire department access roads.

Exception 1: New residential developments with less than 100 one and two-family dwellings may be served by one fire apparatus access road when all dwellings are equipped with an approved automatic sprinkler system.

M. Section 18.2.3.3 is amended by adding a new subsection 18.2.3.3.2; New residential developments of multi-family dwellings, apartments and townhouses with more than 100 dwelling units shall provide two separate and remote fire department access roads.

Exception 1: New residential developments of multi-family dwellings, apartments and townhouses with less than 200 dwelling units may be served by one fire apparatus access road where all dwellings are equipped with an approved automatic sprinkler system.

N. 18.2.3.5.1.1 is amended by adding the following additional language: Fire department access roads shall have an unobstructed width of not less than 20 ft. (6.1 m) except where the following applies:

(1) Aerial fire apparatus access roads in the immediate vicinity of the building shall have an unobstructed width of not less than 24 ft. (7.3m) with a minimum setback of 15 ft. (4.5) and a maximum setback of 30 ft. (9.1m) to the building.

(2) Aerial fire apparatus access roads shall be positioned parallel to the entire longest side of the building. The AHJ shall determine which side and location(s) of the required access road.

(3) Overhead utility lines or other obstructions shall not be located over aerial fire apparatus access roads or between the fire apparatus access and the building.

O. 18.2.3.5.1 is amended by adding a new subsection 18.2.3.5.1.1.3; Where the vertical distance between the lowest level of fire department access and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads in accordance with 18.2.3.5.1.1 shall be provided. The highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls and railings, whichever is greater.

P. Section 18.5.2 Detached One- and Two-family Dwellings, subsection (1) is amended by deleting "600 ft. (183 m)" and substituting " 500 ft. (152 m)".

Q. Section 18.5.3 Buildings other than Detached One- and Two-Family Dwellings, subsection (1) is amended by deleting "400 ft. (122 m)" and substituting " 500 ft. (152 m)".

R. Section 60.1.1. is amended by adding the following language at the end of said section: In addition, the following restrictions shall apply within the city:

(1) No person shall operate or park any vehicle carrying hazardous materials in a residential zoned area within the corporate limits of Nashville and Davidson County at any time, except for the purpose of and while actively engaged in the expeditious and lawful delivery of hazardous materials.

(2) This chapter shall apply to materials not otherwise covered in this code which are highly flammable, or which may react to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which because of the toxicity, flammability or liability to explosion render firefighting abnormally

dangerous or difficult; also the flammable or combustible liquids which are chemically unstable and which may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials shall include flammable solids, flammable and combustible liquids, corrosive liquids, poisonous gases or highly toxic, radioactive, oxidizing, unstable or reactive, hypergolic or pyrophoric materials; also, any substance or mixture of substances which is an irritant or a strong sensitizer, or which generates pressure through exposure to heat, decomposition or other means.

S. Section 65.1 is amended to add the following subsection:

65.1.3 Nothing in this Section shall be construed as applying to:

- (1) The possession, transportation and use of small arms ammunition.
- (2) The possession, storage, transportation and use of not more than one pound of black sporting powder, 20 pounds of smokeless powder, and 2,000 small arms primers for hand loading of small arms ammunition for personal use.
- (3) The possession, storage, transportation and use of explosives or blasting agents by the United States Bureau of Mines, the Federal Bureau of Investigation, the United States Secret Service, or police and fire departments acting in their official capacities.

T. NFPA 101, Life Safety Code, 2018 edition, incorporated by reference in chapter 2 of the 2018 edition of NFPA 1 is amended in the following respects: Chapter 24 is deleted.

Section 4. Chapter 10.64 of the Metropolitan Code is hereby amended by adding the following new Section 10.64.013:

10.64.013 - Issuance of permits.

Before permits may be issued as required by this Section and the codes, annexes and appendixes adopted by this Section, the fire chief or a delegate shall inspect and approve the receptacles, processes, vehicles, buildings or storage places to be used for any such purposes.

Section 5. Chapter 10.64 of the Metropolitan Code is hereby amended by adding the following new Section 10.64.014:

10.64.014 Application.

The provisions of this Section and the codes and appendixes adopted by this Section shall apply equally to both public and private property, and to all structures and their occupancies, except as otherwise specified. The provisions of the fire code adopted by this Section shall govern the manner in which:

- A. The codes are applied to new commercial and service institutional construction and existing commercial and service institutional buildings.
- B. Occupancies and types of construction are classified for the purpose of determining minimum code requirements.
- C. The specific requirements of the codes may be modified to permit the use of alternate materials or methods of construction.

Section 6. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.015 in its entirety and substituting in lieu thereof the following new section 10.64.015:

10.64.015 - Hazardous substances.

A. Definitions. As used in this section, the following terms shall be defined as follows:

Costs mean those necessary and reasonable costs incurred by the city in connection with investigating, mitigating, minimizing, removing or abating discharges of hazardous

substances, including, but not limited to, the following: actual labor costs of city personnel or its authorized agents; cost of equipment operation and rental; and cost of expendable items including, but not limited to, firefighting foam, chemical extinguishing agents, absorbent material, sand, recovery drums, acid suits, acid gloves, goggles and protective clothing.

Discharge means any intentional or unintentional action or omission resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of a hazardous substance upon public or private property located within the city limits.

Hazardous substances mean any substances or materials in a quantity or form, which, in the determination of the fire chief or his authorized designee, poses an unreasonable and imminent risk to the life, health, safety or welfare of persons or property within the city, and shall include, but not be limited to those hazardous substances listed in the N.F.P.A. Guide on Hazardous Materials or the E.P.A.'s list of extremely hazardous substances.

Person means one or more individuals, partnerships, corporations, joint ventures, associations or any other entities or any combination thereof.

B. Fire department's authority. The fire department is hereby authorized to take such steps as necessary to clean up, remove or abate the effects of any hazardous substances discharged upon or into public or private property or facilities located within the limits of the city.

C. Persons responsible for unauthorized discharges to be liable to the city fire department. Any person responsible for causing or allowing an unauthorized discharge of hazardous substances that requires emergency action of the city's fire department or its authorized agents in order to protect the public health, safety or welfare shall be jointly and severally liable to the city for the costs incurred by the city in investigating, mitigating, minimizing, removing and abating any such discharge.

D. Fire department to keep records of cleanup costs. When responding to the emergency caused by the unauthorized discharge of hazardous substances, the city's fire department shall keep a detailed record of the costs attributable thereto.

E. Unlawful dischargers to reimburse city for cleanup costs. Any person responsible for causing or allowing an unauthorized discharge of hazardous substances shall reimburse the city for the full amount of all costs, as defined herein, associated with investigating, mitigating, minimizing, removing and abating any such discharge within a period of 30 days after receipt of an itemized bill for such costs from the city.

F. Penalty for late payment of cleanup costs. Any person responsible for causing or allowing an unauthorized discharge of hazardous substances and who fails to promptly reimburse the city within the time set forth in subsection (f) of this section shall be subject to a penalty payment equal to five percent of the total amount of the bill for each month that the bill for such costs remains unpaid.

G. Remedies supplemental to other remedies. The remedy provided for in this section shall be supplemental to and in addition to all other available remedies at law and equity.

Section 7. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.016 in its entirety and substituting in lieu thereof the following new section 10.64.016:

10.64.016 - Penalty.

Any person who shall violate any of the provisions of the codes and appendixes adopted by this Section; or shall fail to comply therewith; or shall violate or fail to comply with any order made thereunder; or shall build in violation of any details, statements, specifications or plans submitted or approved thereunder; or shall operate not in accordance with the provisions of any certificate, permit or approval issued thereunder, and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the fire chief or by a court of competent

jurisdiction within the time fixed herein shall severally for each and every violation and noncompliance, respectively, be penalized by a civil penalty as provided for in section 1.24 of the Metropolitan Code of Ordinances. The imposition of a penalty for any violation shall not excuse the violation nor shall the violation be permitted to continue. All such persons shall be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified, the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 8. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.017 in its entirety and substituting in lieu thereof the following new section 10.64.017:

10.64.017 - Open Burning

It is the intent and purpose of this Section to protect the citizens of Nashville from injury arising from hazards and public nuisances and to reduce the accidental spread of fire for the benefit of the health, safety, general welfare and physical property of the people. The city shall seek the accomplishment of these objectives through the regulation of open burning as adopted and set forth herein.

A. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Air curtain destructor or air curtain incinerator means a portable or stationery combustion device that directs a plane of high velocity forced draft air through a manifold head into a burn chamber with vertical walls in such a manner as to maintain a curtain of air over the surface of the burn chamber and a recirculating motion of air under the curtain.

Cooking Fire means the noncommercial, residential burning of materials not exceeding 3 ft (0.9 m) in diameter and 2 ft (0.6 m) in height, other than rubbish in which the fuel burned is contained in an outdoor fireplace, a barbecue grill, or a barbecue pit for the purpose of preparing food.

Fire Marshal means the duly appointed fire marshal or acting fire marshal of the city.

Open burning means the burning of any matter under such conditions that products of combustion are emitted directly into the open atmosphere without passing directly through a stack.

Recreational Fire means the noncommercial burning of materials other than rubbish for pleasure, religious, ceremonial, cooking, or similar purposes in which the fuel burned is not contained in an incinerator, a barbecue grill, or a barbecue pit, and the total fuel area is not exceeding 3 ft (0.9 m) in diameter and 2 ft (0.6 m) in height.

B. Open burning prohibitions and restrictions. No open burning shall be allowed unless a permit is first obtained from the fire marshal, except that no permit shall be required for:

(1) Outdoor fireplaces or outdoor noncommercial food preparation; provided that the use of an outdoor fireplace or a portable charcoal or gas barbecue grill shall be prohibited within ten feet of any structure in which more than two dwelling units are located.

(2) The burning of tires and other rubber products, vinyl shingles and siding, other plastics, asphalt shingles and other asphalt roofing materials and/or asbestos containing materials is expressly prohibited, and such materials shall not be included in any open burning conducted under the provisions of this Section. Furthermore, burning for the purpose of disposing of construction or demolition waste or debris not otherwise described herein is expressly prohibited, and such waste or debris shall not be included in any open burning conducted under the provisions of this Section.

(3) Burning for the purpose of clearing vegetation from land for new development or a change in the use of the land shall be permitted only if:

(a) The burning will take place at least 500 feet from any occupied building,

- roadway, walkway or any other location as may be specified by the fire marshal.
 - (b) The materials to be burned consist solely of vegetation grown on the property containing the burn site.
 - (c) The materials to be burned are placed in a pit and an air curtain destructor or air curtain incinerator is used.
 - (d) Priming materials used to facilitate such burning are limited to #1 or #2 grade fuel oils.
 - (e) The burning occurs between the hours of 7:00 a.m. and dark.
- (4) Burning for the purpose of disposing of detached tree limbs and leaves shall be permitted only if:
- (a) The burning will take place at least 300 feet away from any adjacent lot or tract with a residential dwelling or other occupied structure.
 - (b) The materials to be burned consist solely of leaves and limbs gathered from the property containing the burn site.
 - (c) The materials to be burned are placed in a pit and an air curtain destructor or air curtain incinerator is used, if the fire marshal has instructed that an air curtain destructor or air curtain incinerator is to be used, based on the size and location of the burn and other relevant safety issues.
 - (d) Priming materials used to facilitate such burning are limited to #1 or #2 grade fuel oils.
 - (e) The burning occurs between the hours of 9:00 a.m. and 3:30 p.m.
- (5) An application for a bonfire permit for a special event must be submitted to the fire marshal at least ten calendar days prior to the event and must identify the location and describe the type of materials to be used in the bonfire. Prior to approval of the permit, the fire marshal or the fire marshal's representative may inspect the location and may condition the issuance of the bonfire permit on the use of specified materials and prescribed safety measures. The fire marshal or the fire marshal's representative may revoke the bonfire permit before or during the bonfire if the fire marshal or the fire marshal's representative has reason to believe the bonfire will not be adequately supervised, or if weather or other conditions on the day of the bonfire pose a significant public health or safety risk.
- (6) Neither the exceptions allowed hereunder nor the granting of a permit for open burning shall relieve any person of liability for injuries or damage caused by such open burning, nor shall an exception or permit relieve any person of the responsibility to obtain any other permit required by any other agency, or of complying with other applicable requirements, ordinances, statutes or restrictions.
- (7) In the event a permitted fire is determined by the fire marshal or the fire marshal's representative to be a nuisance to adjacent property owners or occupants or to the public at large, the fire marshal or the fire marshal's representative shall order the permit holder to extinguish the fire immediately or, if necessary, the fire department may extinguish the fire.
- (8) The fire marshal or the fire marshal's representative along with the Director of Public Health may order all open burning temporarily stopped at any time due to weather conditions or other environmental conditions which may cause open burning to pose a significant public health or safety risk.

Section 9. 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 adopts the 2018 editions of the National Fire Prevention Association NFPA 1 Fire Code, as amended, and the NFPA 101 Life Safety Code, as amended. Copies of the new editions of the standard codes are on file with the Fire Department. Metro is required by state law to keep our codes current within seven years of the latest published edition of the model codes. Metro is currently operating under the 2012 edition of the fire and life safety codes. The various building and fire codes are typically adopted at the same time to avoid conflicts between the codes. The Council adopted the 2018 edition of the International Building Code (IBC), the International Residential Code (IRC), and the International Energy Conservation Code (IECC) in November 2020 pursuant to Ordinance No. BL2020-458.

Metro typically also adopts some amendments to the standard codes that are local in nature, which are included as part of this ordinance. The local amendments are basically in keeping with prior code adoptions to make the code consistent with state law and Metro's processes.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-659, **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 Day Street right-of-way from West Trinity Lane southwestwardly. (Proposal Number 2020M-021AB-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:

Street from W Trinity Lane southwest approximately 560 feet to the northwest corner of Map 0707006900, 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 a portion of Day Street from W. Trinity Lane southwest approximately 560 feet to the northwest corner of Parcel No. 0707006900. This abandonment has been requested by Dale and Associates. Metro will retain all utility easements. Metro Public Works has determined there is no future need for this portion of right-of-way and all abutting property owners have consented to the abandonment.

This ordinance has been approved by the Planning 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.

Council District #2





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: 11-10-2020

Closure Type:

- ☐ Street
☐ Alley

Easements:

- ☒ Retain utilities
☐ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

DAY STREET
Street Name(s) / Alley Number(s)
560' FROM INTERSECTION W/ WEST TRINITY LANE
Street / Alley Located Between?

Reason for Closure:

ROAD IS UNIMPROVED & WOULD CREATE A DANGEROUS INTERSECTION
W/ WEST TRINITY IF CONSTRUCTED

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☒ Engineer ☐ Property Owner ☐ Other: _____

Name: MICHAEL GARRIGAN

Business: DALE & ASSOCIATES

Address: 516 HEATHOR PLACE

City: NASHVILLE State: TN Zip: 37204

Phone: 297-5166 293-5596

business home business mobile

Fax: 269-7905

business home business mobile

E-mail: michael@daleandassociates.net

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: 11-10-2020

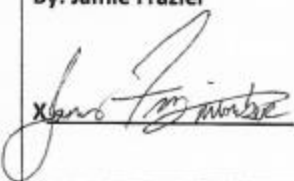
SIGNATURE(S)

(copy this sheet if needed for additional signatures)

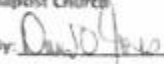
As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
COVE RESIDENTIAL HOLDINGS III, LLC X 	Day St (UNNUMBERED)		70-7	61
COVE RESIDENTIAL HOLDINGS III, LLC X 	Day St (UNNUMBERED)		70-7	62



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
Enchanted Developments LLC By: Jamie Frazier 	915 West Trinity	615-521-4939	07007007100	

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#	Parcel ID#	
Roger Heights Baptist Church By:  Title: <u>Deacon</u>	8 West Trinity Lane	615-400-6833	070070072 00	

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
DY Properties II LLC By: DeRon Jenkins 	917 West Trinity	615-569-3699	70-7	70
DY Properties II LLC By: DeRon Jenkins 	919 West Trinity	615-569-3699	70-7	69



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-660, **Version:** 1

An ordinance authorizing Gateway Poplar, Inc. to install, construct and maintain underground encroachments in the right-of-way located at 750 Old Hickory Blvd. (Proposal No. 2020M-036EN-001).

WHEREAS, Gateway Poplar, Inc. plans to install, construct and maintain underground encroachments in the right-of-way of 750 Old Hickory Blvd., under proposal No. 2020M-036EN-001; and,

WHEREAS, Gateway Poplar, Inc. plans to install, construct and maintain underground encroachments comprised of a retaining wall and a 20' long handrail due to culvert extension, encroaching the public right-of-way on property located on 750 Old Hickory Blvd.

WHEREAS, Gateway Poplar, 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. 2020M-036EN-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, Gateway Poplar, Inc. is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2020M-036EN-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. 2020M-036EN-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 Gateway Poplar, Inc.

Section 3. That plans and specifications for said encroachments under proposal No. 2020M-036EN-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 Gateway Poplar, Inc.

Section 4. That construction and maintenance of said encroachment under proposal No. 2020M-036EN-001 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 Ordinance confers upon Gateway Poplar, 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, Gateway Poplar, Inc. shall remove said encroachment at their own expense.

Section 6. Gateway Poplar, Inc. shall pay all costs incident to the construction, installation, operation and maintenance of said encroachment under proposal No. 2020M-036EN-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. Gateway Poplar, 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 Gateway Poplar, 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. Gateway Poplar, 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 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 Gateway Poplar, 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.

Analysis

This resolution authorizes Gateway Poplar, Inc. to install and maintain underground encroachments in the right-of-way located at 750 Old Hickory Boulevard. The encroachments will consist of a retaining wall and a 20' long handrail due to a culvert extension. 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 ordinance has been approved by the Planning Commission.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Gateway Pagers, 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:

6/9/20

Gateway Paylor, Inc.

c/o Boyle Nashville LLC

(Owner of Property)

750 Old Hickory Blvd.

(Address of Property)

Brentwood, TN 37027

(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 9th day of June, 2020

Taylor McCloud
(NOTARY PUBLIC)

My Commission Expires: 9.6.22



Proposal No. 2020M-036EN-001

		EVIDENCE OF COMMERCIAL PROPERTY INSURANCE		DATE (MM/DD/YYYY) 05/29/2020	
THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.					
PRODUCER NAME CONTACT PERSON AND ADDRESS (A/C, No. Ext.) Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA		PHONE 1-877-945-7378		COMPANY NAME AND ADDRESS ACE American Insurance Company 1 Beaver Valley Road Wilmington, DE 19850	
FAX 1-888-467-2378		E-MAIL ADDRESS certificates@willis.com		NAIC NO: 22667	
IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH					
CODE AGENCY CUSTOMER ID#		SUB CODE		POLICY TYPE Commercial Property	
NAMED INSURED AND ADDRESS Gateway Poplar, Inc. c/o Robert M. Cursey & Associates, Inc. One Beacon Street, 22nd Floor Boston, MA 02108		LOAN NUMBER		POLICY NUMBER MA003787009-2 005	
EFFECTIVE DATE 12/31/2019		EXPIRATION DATE 12/31/2020		CONTINUED UNTIL TERMINATED IF CHECKED	
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			
PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) <input checked="" type="checkbox"/> BUILDING OR <input checked="" type="checkbox"/> BUSINESS PERSONAL PROPERTY					
LOCATION / DESCRIPTION RE: Yardi: LAC02003 (address: 120 Brentwood Commons Way, Brentwood, TN 37027)					
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 EVIDENCE OF PROPERTY INSURANCE 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.					
COVERAGE INFORMATION					
PERILS INSURED		BASIC		BROAD	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 250,000,000		DED: \$50,000		SPECIAL	
<input checked="" type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE		YES NO NA		IF YES, LIMIT: 250,000,000	
BLANKET COVERAGE		<input checked="" type="checkbox"/>		Actual Loss Sustained: # of months: 12	
TERRORISM COVERAGE		<input checked="" type="checkbox"/>		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		<input checked="" type="checkbox"/>		IF YES, LIMIT: \$10,000,000	
IS DOMESTIC TERRORISM EXCLUDED?		<input checked="" type="checkbox"/>		DED: \$50,000	
LIMITED FUNGUS COVERAGE		<input checked="" type="checkbox"/>		IF YES, LIMIT: \$10,000,000	
FUNGUS EXCLUSION (If "YES", specify organization's form used)		<input checked="" type="checkbox"/>		DED: \$50,000	
REPLACEMENT COST		<input checked="" type="checkbox"/>		IF YES, LIMIT: \$50,000,000	
AGREED VALUE		<input checked="" type="checkbox"/>		DED: \$50,000	
COINSURANCE		<input checked="" type="checkbox"/>		IF YES, LIMIT: \$50,000,000	
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>		DED: \$50,000	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>		IF YES, LIMIT: Included	
- Demolition Costs		<input checked="" type="checkbox"/>		DED: \$50,000	
- Incr. Cost of Construction		<input checked="" type="checkbox"/>		DED: \$50,000	
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>		IF YES, LIMIT: see remarks	
FLOOD (If Applicable)		<input checked="" type="checkbox"/>		DED: see remarks	
WIND / HAIL INCL. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		<input checked="" type="checkbox"/>		IF YES, LIMIT: \$250,000,000	
NAMED STORM INCL. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		<input checked="" type="checkbox"/>		DED: \$50,000	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		<input checked="" type="checkbox"/>		IF YES, LIMIT: \$250,000,000	
DED: see remarks		DED: see remarks			
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.					
ADDITIONAL INTEREST					
CONTRACT OF SALE		LENDER'S LOSS PAYABLE		LOSS PAYEE	
MORTGAGEE		NAME AND ADDRESS		LENDER SERVICING AGENT NAME AND ADDRESS	
Evidence Only		AUTHORIZED REPRESENTATIVE			

ACORD 28 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 19669629

BATCH: 1695081

CERT: W16610981

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Northeast, Inc. d/ba Willis of Massachusetts, Inc.		NAMED INSURED Gateway Poplar, Inc. c/o Robert M. Currey & Associates, Inc. One Beacon Street, 22nd Floor Boston, MA 02108	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 28 FORM TITLE: Evidence of Commercial Property

Extended Period of Indemnity: 365 Days

Terrorism Coverage: Lloyd's of London 100% of \$250,000,000 003941601 (A XV). Terrorism Coverage is both certified and non-certified coverage on a combined basis including Loss of Rents. Deductible: \$5,000
Course of Construction Coverage (Builder's Risk, including Soft Costs): \$50,000,000

Earthquake Shock Coverage: \$50,000,000 except for the following:

\$50,000,000: EARTHQUAKE SHOCK OTHER THAN CALIFORNIAN EARTHQUAKE SHOCK in the Aggregate During Any Policy Year;
\$50,000,000: CALIFORNIAN EARTHQUAKE SHOCK in the Aggregate During Any Policy Year.

Earthquake Shock Deductible: \$50,000 except:

1% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence in respect of Earthquake Shock at Locations not in California.

5% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence and a maximum of USD25,000,000 any one occurrence in respect of Earthquake Shock at Locations in California

Flood Coverage: \$50,000,000. Flood Deductible: \$50,000 except:

Locations wholly or partially located within a Special Flood Hazard Area (SFHA), areas of 100 year flooding, as defined

by the Federal Emergency Management Agency, the deductible shall be either the maximum amount of insurance purchased through NFIP policies in effect at the time of loss or in the absence of such NFIP policy, \$500,000 per occurrence.

Named Storm Deductible:

5% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence in respect of Named Storm at Locations in Miami-Dade County, Palm Beach County, Broward County, Pinellas County, and Hillsborough County Florida Only.

3% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence in respect of Named Storm at Locations in all Florida counties excluding Miami-Dade County, Palm Beach County, Broward County, Pinellas County, and Hillsborough County.

All of Florida Subject to a maximum of USD25,000,000 any one occurrence.

2% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence in respect of Named Storm at Locations in Tier 1 excluding the entire State of Florida.

*Tier 1 Wind Counties are as follows: (ALABAMA - Baldwin, Mobile; FLORIDA - Entire State; GEORGIA - Bryan, Camden, Chatham, Glynn, Liberty, McIntosh; LOUISIANA - Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemine, St. Bernard, St. Charles, St. John Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion; MISSISSIPPI - Hancock, Harrison, Jackson; NORTH CAROLINA - Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Currituck, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington; SOUTH CAROLINA - Beaufort, Charleston, Colleton, Georgetown, Horry, Jasper; TEXAS - Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kennedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, Willacy; VIRGINIA- Accomack, Gloucester, Hampton, Isle of Wright, Lancaster, Mathews, Middlesex, Newport News, Norfolk, Northampton, Northumberland,

Suffolk, Surry, Virginia Beach, Westmoreland, York)

Other than Named Storm the deductible is \$50,000 at ALL locations for Wind/Hail.

ACORD 101 (2008/01)

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SR ID: 19669629

BATCH: 1695041

CERT: W16610981

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willie Tower Waterfront, Inc. One Millis of Massachusetts, Inc.		NAMED INSURED Gateway Poplar, Inc. c/o Robert M. Currey & Associates, Inc. One Beacon Street, 22nd Floor Boston, MA 02108	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	MAC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 28 FORM TITLE: Evidence of Commercial Property

Pollution cleanup and removal \$2,500,000 aggregate limit deductible \$50,000

Primary \$10M

Ace American Insurance Company (A++) 50% of Primary \$10M MAUD3787009-2 005

Primary \$50M

Endurance American Specialty Insurance Company 50% of Primary \$50M GPR10010426203

\$90M xs \$10M

Everest Indemnity Insurance Company 13.5% of \$90M x \$10M RPSCF00270-191

Tokio Marine America Insurance Company 7.5% of \$90M x \$10M LCP4481033-03

\$25M xs \$25M

Ironshore Specialty Insurance Company 14% of \$25M x \$25M 100038503201

\$50M xs \$50M

Ironshore Specialty Insurance Company 13% of \$50M xs \$50M 100037010501

Oil Casualty Insurance Ltd 9% of \$50M x \$50M P-102394-1219

Arch Specialty Insurance Company 12% of \$50M x \$50M ESP1000047-01

Lloyd's of London 16% of \$50M x \$50M P138913

Hamilton Re, Ltd 10% of \$50M x \$50M FX19-4699-01

Lloyd's of London 7.5% of \$50M x \$50M B080119983019

RBUI Indemnity Company 11.5% of \$50M x \$50M NHD911143

\$15M x \$10M

Lloyd's of London 14% of \$15M x \$10M PD-11127-00

\$150M xs \$100M

Liberty Mutual Insurance Company 100% of \$150M x \$100M MQ2-LSL-440243-029

ACORD 101 (2008/01)

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SR ID: 19669629

BATCH: 1695081

CERT: W16610981



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-661, **Version:** 1

An ordinance authorizing Crescent Nashville West, LLC to install, construct and maintain underground encroachments in the right-of-way located at 7113 Charlotte Pike. (Proposal No. 2020M-035EN-001).

WHEREAS, Crescent Nashville West, LLC plans to install, construct and maintain underground encroachments in the right-of-way of 7113 Charlotte Pike, under proposal No. 2020M-035EN-001; and,

WHEREAS, the encroachments are comprised of installation of permanent irrigation to serve the landscape strip along the property frontage on Charlotte Pike and Hapwood Drive, encroaching the public right-of-way on property located on 7113 Charlotte Pike; and,

WHEREAS, Crescent Nashville West, 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 encroachments under proposal No. 2020M-035EN-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, the Crescent Nashville West, LLC is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2020M-035EN-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. 2020M-035EN-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 of Crescent Nashville West, LLC.

Section 3. That plans and specifications for said encroachments under proposal No. 2020M-035EN-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 Crescent Nashville West, LLC.

Section 4. That construction and maintenance of said encroachments under proposal No. 2020M-035EN-001 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 Ordinance confers upon Crescent Nashville West, LLC 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, Crescent Nashville West, LLC, its successors and assigns, shall remove said encroachment at their own expense.

Section 6. Crescent Nashville West, LLC, its successors and assigns, shall pay all costs incident to the construction, installation, operation and maintenance of said encroachments under proposal No. 2020M-035EN-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. Crescent Nashville West, LLC, 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 Crescent Nashville West, 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. Crescent Nashville West, 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 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 Crescent Nashville West, LLC 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.

Analysis

This resolution authorizes Crescent Nashville West, LLC to install and maintain an underground encroachment at 7113 Charlotte Avenue. The encroachment will consist of permanent irrigation to serve the landscape strip along the property frontage on Charlotte Pike and Hapwood Drive. 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 ordinance has been approved by the Planning Commission.

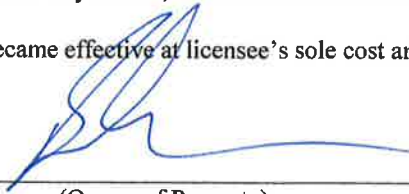
LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, CRESCENT NASHVILLE WEST, 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: 8-20-20



(Owner of Property)

7113 Charlotte Pike

(Address of Property)

Nashville, Tennessee 37209

(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

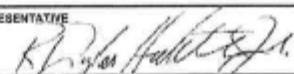
Me this 20 day of August, 2020.



(NOTARY PUBLIC)



My Commission Expires: 12.13.20

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/1/2021 8/20/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600			CONTACT NAME: PHONE: (A/C, No. Ext.): FAX: (A/C, No.): E-MAIL: ADDRESS:				
INSURED 1375186 Crescent Nashville West, LLC c/o Crescent Communities, LLC 227 W. Trade Street Suite 1000 Charlotte NC 28202			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A - Evanston Insurance Company		35378		
			INSURER B - Hartford Fire Insurance Company		19682		
			INSURER C - American Guarantee and Liab. Ins. Co.		26247		
			INSURER D - The Cincinnati Insurance Company		10677		
			INSURER E - Hiscox Insurance Company, Inc.		10200		
			INSURER F:				
COVERAGES 1084665			CERTIFICATE NUMBER: 16921228		REVISION NUMBER: XXXXXXXX		
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 LTA	TYPE OF INSURANCE	ADDL AVSD	SUBMT W/D	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"/> Deductible \$25K GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	N	N	MKL2PBC000684	4/30/2020	4/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE D AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	MKL2PBC000684	4/30/2020	4/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$ \$0	N	N	MKL2EUL103990	4/30/2020	4/30/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
B	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	N/A	22WBCR8545	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	UMB 1st Excess	N	N	ABC9139351-14	4/30/2020	4/30/2021	Limit: \$15M xs \$2M
D	UMB 2nd Excess	N	N	EXS0576777	4/30/2020	4/30/2021	Limit: \$8M xs \$17M
E	Terrorism	N	N	UTS2562718.20	4/30/2020	4/30/2021	Limit \$1M per Occ/\$2M Agg/ Deduct. \$10K
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 30 Day's Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.							
CERTIFICATE HOLDER				CANCELLATION			
16921228 The Metropolitan Government of Nashville & Davidson County Metro & Legal Claims c/o Insurance and Safety Division 222 3rd Avenue North, Ste #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 			

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ACORD 25 (2016/03)

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Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-662, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to negotiate and accept permanent and temporary easements for the 210 Belding Drive Stormwater Improvement Project for five properties located on Belding Drive and Eldon Court, (Project No. 21-SWC-179 and Proposal No. 2021M-006ES-001).

WHEREAS, the negotiation and acceptance of permanent and temporary easements for five properties located on Belding Drive and Eldon Court are needed to construct MWS Project 21-SWC-179; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-006ES-001 on January 25, 2021, 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 five properties located on Belding Drive and Eldon Court, 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 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 five properties located on Belding Drive and Eldon Court for a stormwater improvement project. There is no cost associated with acquisition of the easements identified in the ordinance. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the planning commission.

Fiscal Note: This ordinance has no additional cost to Metro. Donated easements have no market value according to the Department of Water Services.

**210 BELDING DRIVE STORMWATER PROJECT
21-SWC-179**

<u>Address</u>	<u>Map/Parcels</u>	<u>Property Owners</u>
204 Belding Drive	085-11 107	James C. Bilbrey Sr. and Judy C. Bilbrey, Trustees
210 Belding Drive	085-11 63	Elizabeth Nolan Duer
212 Belding Drive	085-11 62	Jane Ann McCullough
217 Eldon Court	085-11 69	Janet L. Sykes
219 Eldon Court	085-11 68	Erin T. Brown



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 25, 2021

To: Mike Atchison, Metro Water Services

Re: 210 Belding Drive Stormwater Improvement Project
Planning Commission Mandatory Referral #2021M-006ES-001
Council District #14 – Kevin Rhoten, 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 acquisition of permanent and temporary easements which are needed to construct Project 21-SWC-179, 210 Belding Drive Stormwater Improvement Project. These easements are to be acquired through negotiations and acceptance in order to complete this project (see sketch for details).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

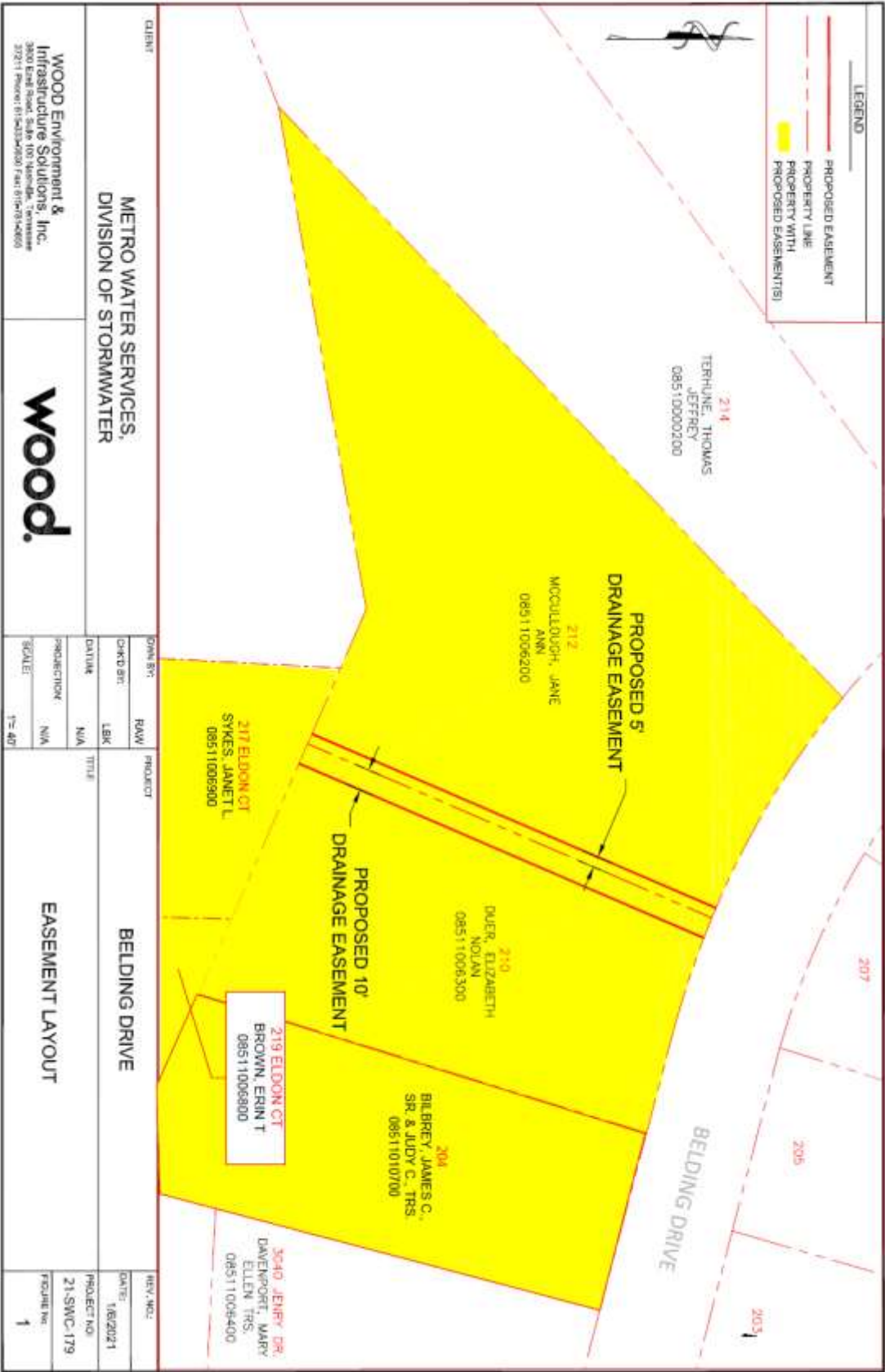
Sincerely,

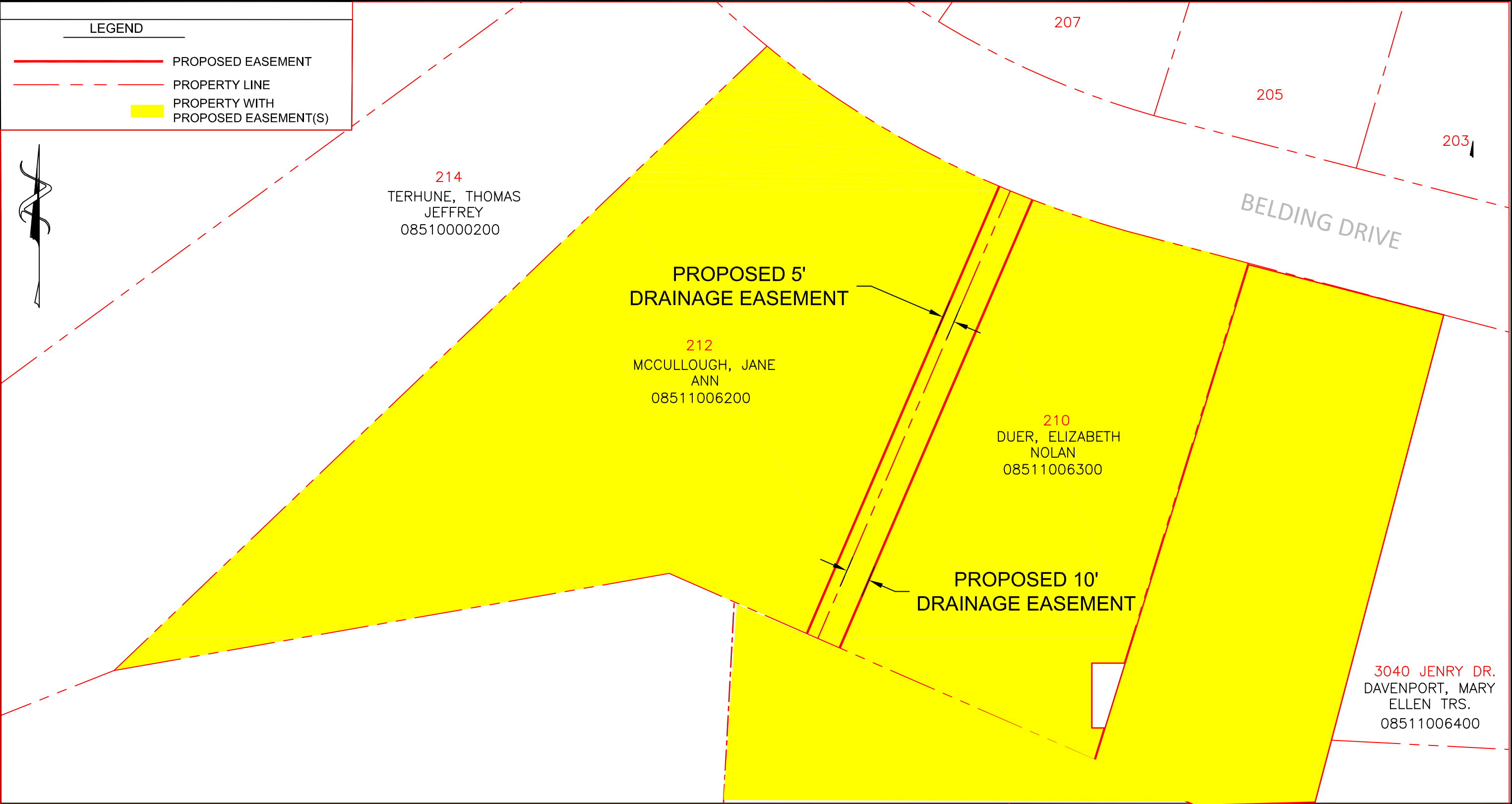
A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: 210 Belding Drive Stormwater Improvement Project
Planning Commission Mandatory Referral #2021M-006ES-001
Council District #14 – Kevin Rhoten, Council Member

A request for the acquisition of permanent and temporary easements which are needed to construct Project 21-SWC-179, 210 Belding Drive Stormwater Improvement Project. These easements are to be acquired through negotiations and acceptance in order to complete this project (see sketch for details).





CLIENT	DWN BY: RAW	PROJECT	REV. NO.:
METRO WATER SERVICES, DIVISION OF STORMWATER	CHK'D BY: LBK	BELDING DRIVE	DATE: 1/6/2021
	DATUM: N/A		PROJECT NO: 21-SWC-179
WOOD Environment & Infrastructure Solutions, Inc. 3800 Ezell Road, Suite 100 Nashville, Tennessee 37211 Phone: 615-333-0630 Fax: 615-781-0655	PROJECTION: N/A	EASEMENT LAYOUT	FIGURE No. 1
	SCALE: 1"= 40'		
wood.			



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-663, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, sanitary sewer manholes and easements, and to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assemblies and easements, for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1 (MWS Project Nos. 20-SL-136 and 20-WL-72 and Proposal No. 2021M-007ES-001).

WHEREAS, the abandonment of approximately 901 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and the acceptance of approximately 1,277 linear feet of new eight inch sanitary sewer main (PVC), approximately 769 linear feet of new eight inch sanitary sewer main (DIP), approximately 1,235 linear feet of new eight inch water main (DIP), 18 sanitary sewer manholes, three fire hydrant assemblies and easements, for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1, is needed to construct project numbers 20-SL-136 and 20-WL-72; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-007ES-001 on January 28, 2021, for the abandonment and acceptance of said sanitary sewer and water mains, sanitary sewer manholes, 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 901 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and to accept approximately 1,277 linear feet of new eight inch sanitary sewer main (PVC), approximately 769 linear feet of new eight inch sanitary sewer main (DIP), approximately 1,235 linear feet of new eight inch water main (DIP), 18 sanitary sewer manholes, three fire hydrant assemblies and easements, for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

17100007100

Address:

5693 Cloverland 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 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 901 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and accepts approximately 1,277 linear feet of new eight inch

sanitary sewer main (PVC), 769 linear feet of new eight inch sanitary sewer main (DIP), approximately 1,235 linear feet of new eight inch water main, 18 sanitary sewer manholes, three fire hydrant assemblies, and associated easements for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 28, 2021

To: Mike Atchison, Metro Water Services

Re: Plum Orchard Phase 1
Planning Commission Mandatory Referral #2021M-007ES-001
Council District #04 – Robert Swope, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for the abandonment of approximately 901 linear feet of 8-inch sanitary sewer main, three sanitary sewer manholes and easements, and the acceptance of approximately 1,277 linear feet of 8-inch sanitary sewer main (PVC), 769 linear feet of 8-inch sanitary sewer main (DIP) 18 sanitary sewer manholes, 1,235 linear feet of 8-inch water main (DIP), three fire hydrant assemblies and easements (see sketch for details) to serve the Plum Orchard Phase 1 development (MWS proj. nos. 20-SL-136 and 20-WL-72).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

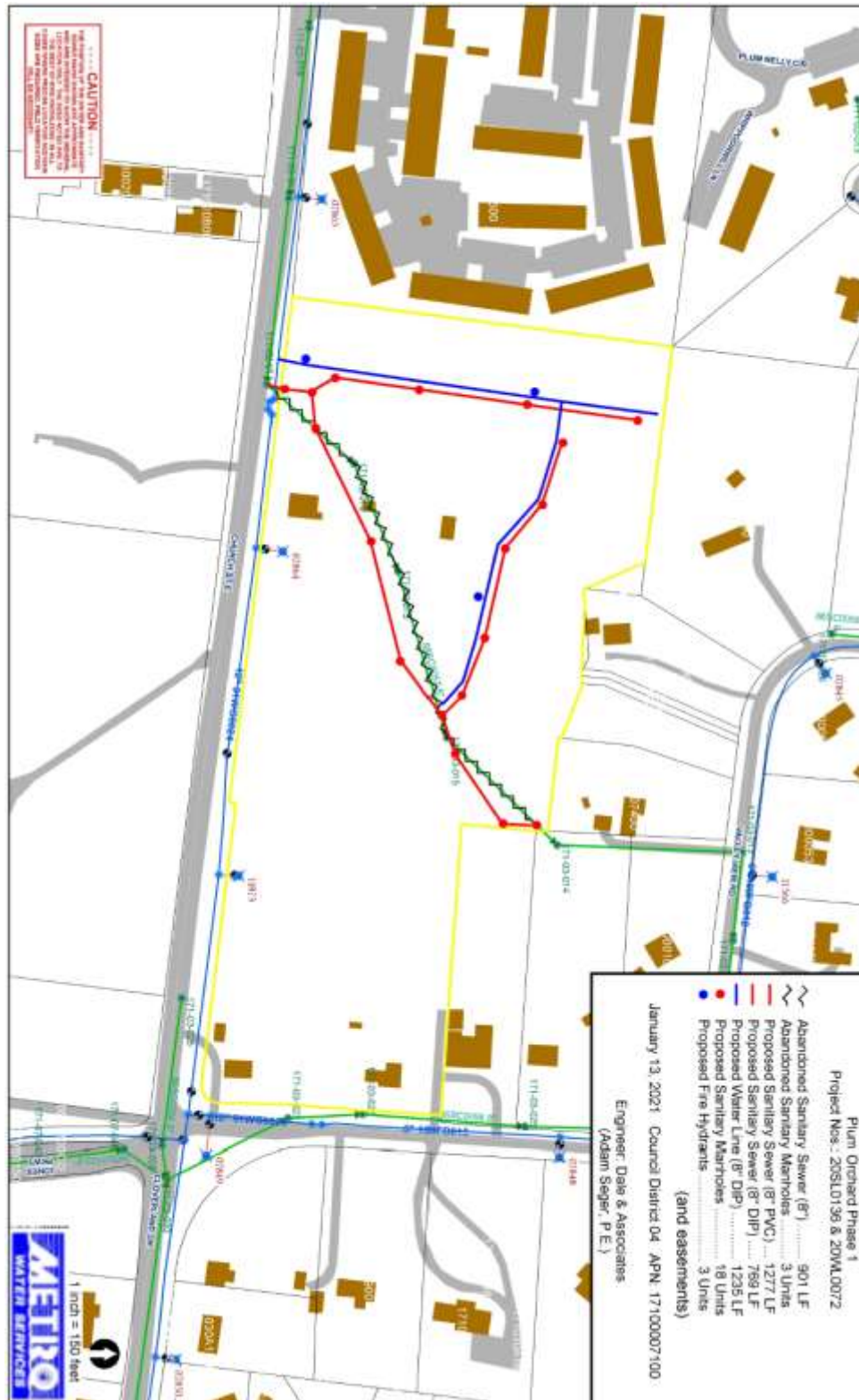
A handwritten signature in black ink, appearing to read "Robert Leeman".

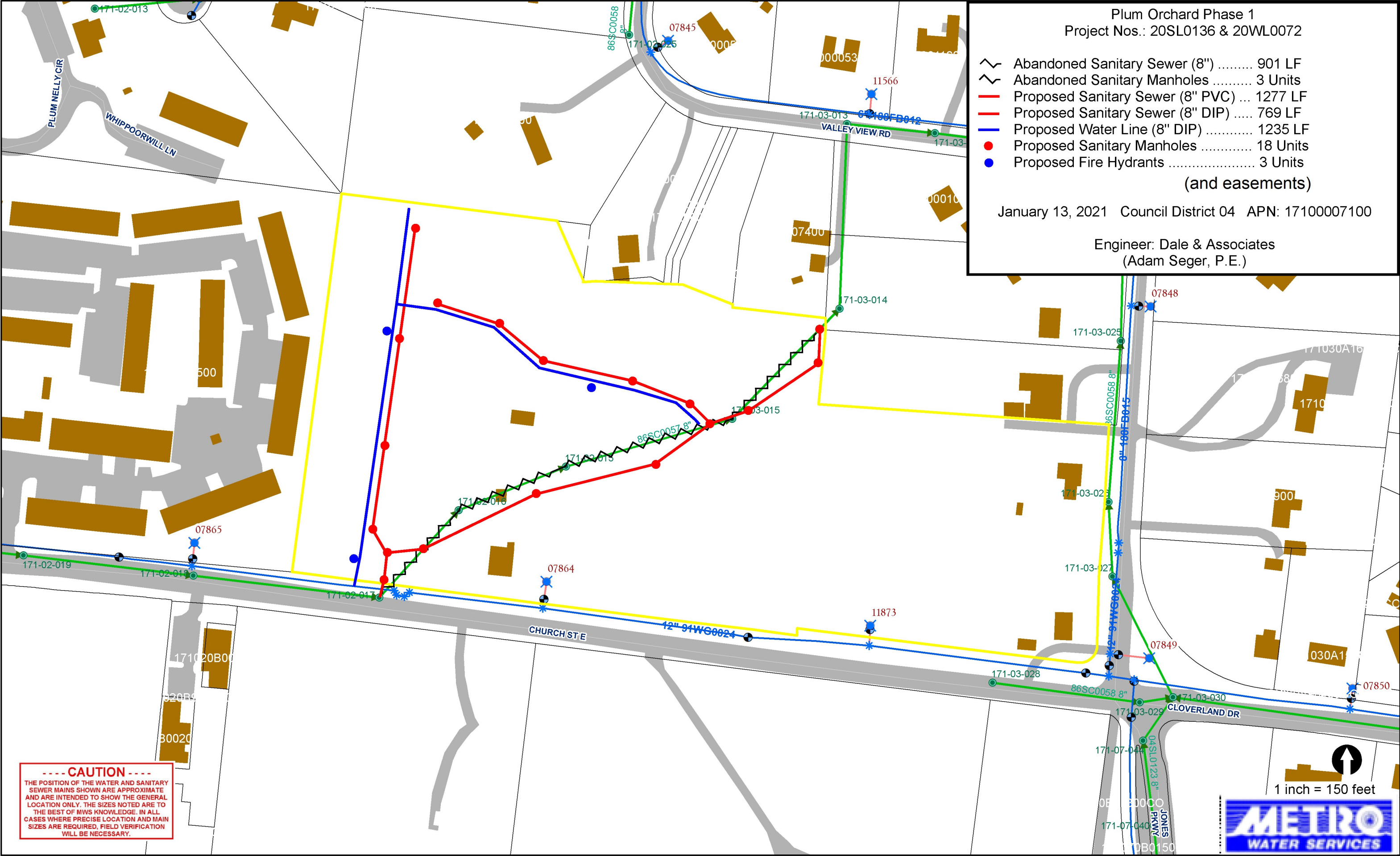
Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: Plum Orchard Phase 1**Planning Commission Mandatory Referral #2021M-007ES-001**

Council District #04 – Robert Swope, Council Member

A request for the abandonment of approximately 901 linear feet of 8-inch sanitary sewer main, three sanitary sewer manholes and easements, and the acceptance of approximately 1,277 linear feet of 8-inch sanitary sewer main (PVC), 769 linear feet of 8-inch sanitary sewer main (DIP) 18 sanitary sewer manholes, 1,235 linear feet of 8-inch water main (DIP), three fire hydrant assemblies and easements (see sketch for details) to serve the Plum Orchard Phase 1 development (MWS proj. nos. 20-SL-136 and 20-WL-72).







Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-664, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public sewer main, sanitary sewer manholes and easements, for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties, also known as the 7-Eleven development (MWS Project No. 20-SL-106 and Proposal No. 2021M-005ES-001).

WHEREAS, the acceptance of approximately 454 linear feet of new eight inch sanitary sewer main (PVC), three sanitary sewer manholes and easements, for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties, also known as the 7-Eleven development, is needed to construct project number 20-SL-106; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-005ES-001 on January 25, 2021, 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 454 linear feet of new eight inch sanitary sewer main (PVC), three sanitary sewer manholes and easements, for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties, also known as the 7-Eleven 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 acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

Analysis

This ordinance accepts approximately 454 linear feet of new eight inch sanitary sewer main, three sanitary sewer manholes, and associated easements for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties. This infrastructure is required for the construction of a new 7-Eleven store. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to

the Department of Water Services.

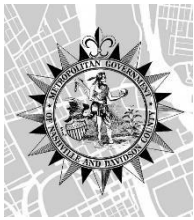
**MWS PROJECT NO. 20-SL-106
7-ELEVEN DEVELOPMENT**

Davidson County

<u>Address</u>	<u>Map/Parcels</u>	<u>Property Owners</u>
7235 Old Burkitt Road	18600001100	Macs Retail, LLC
6960 Nolensville Pike	18600001200	Macs Retail, LLC
6968 Nolensville Pike	18600001300	Macs Retail, LLC
7203 Old Burkitt Road	18600001301	Macs Retail, LLC

Williamson County

<u>Address</u>	<u>Williamson Map/Parcels</u>	<u>Property Owners</u>
6937 Nolensville Road	03300006900	Taffany and Getty Joe Williams
6931 Nolensville Road	03300006800	6931 Nolensville Road Trust



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 25, 2021

To: Mike Atchison, Metro Water Services

Re: 7-Eleven at Old Burkitt Road and Nolensville Road
Planning Commission Mandatory Referral #2021M-005ES-001
Council District #31 – John Rutherford, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for the acceptance of approximately 454 linear feet of 8-inch sanitary sewer main (PVC), three sanitary sewer manholes, and easements (see sketch for details) for the 7- Eleven development (MWS proj. no. 20-SL-106).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

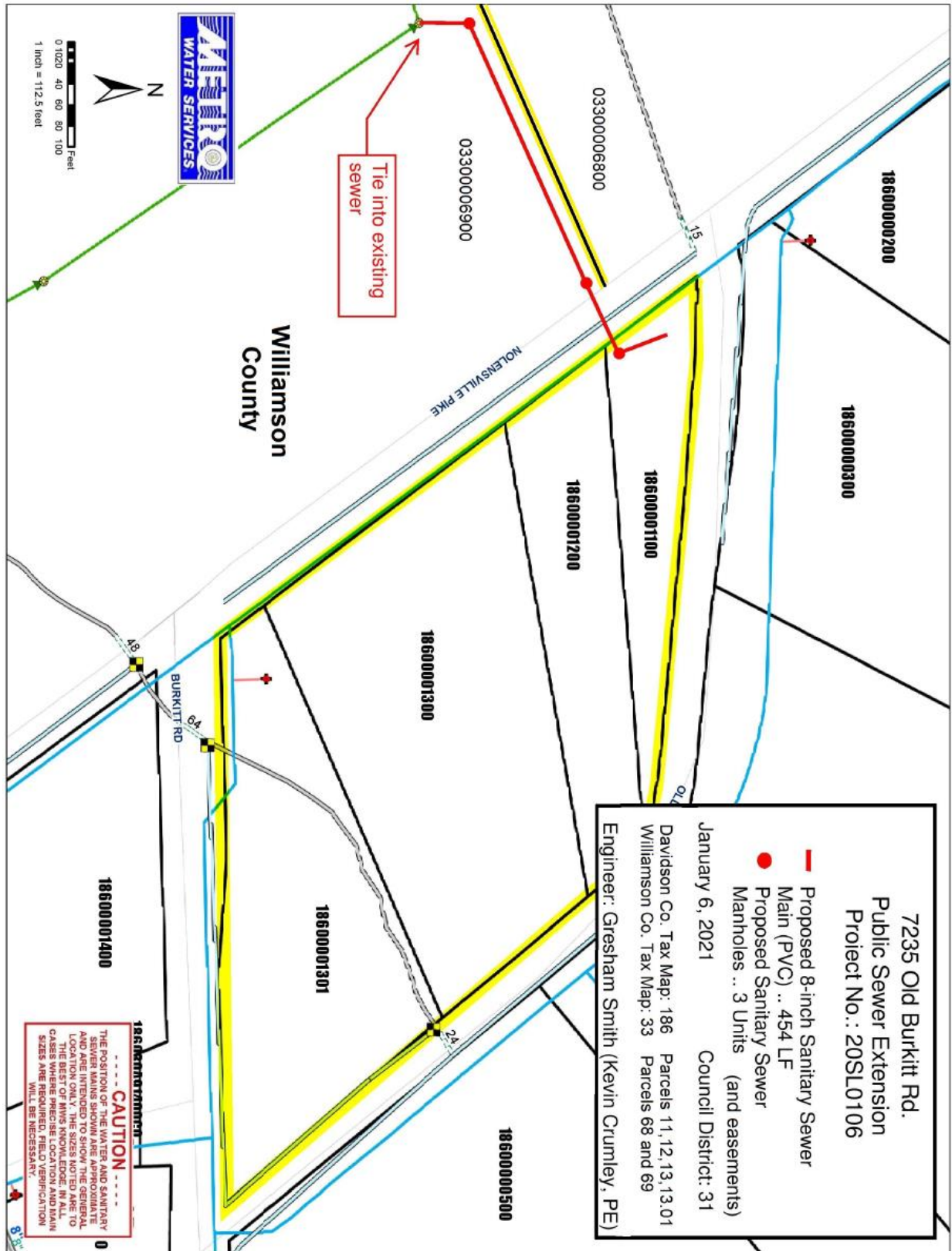
Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: 7-Eleven at Old Burkitt Road and Nolensville Road
Planning Commission Mandatory Referral #2021M-005ES-001
 Council District #31 – John Rutherford, Council Member

A request for the acceptance of approximately 454 linear feet of 8-inch sanitary sewer main (PVC), three sanitary sewer manholes, and easements (see sketch for details) for the 7- Eleven development (MWS proj. no. 20-SL-106).



7235 Old Burkitt Rd.
Public Sewer Extension
Project No.: 20SL0106

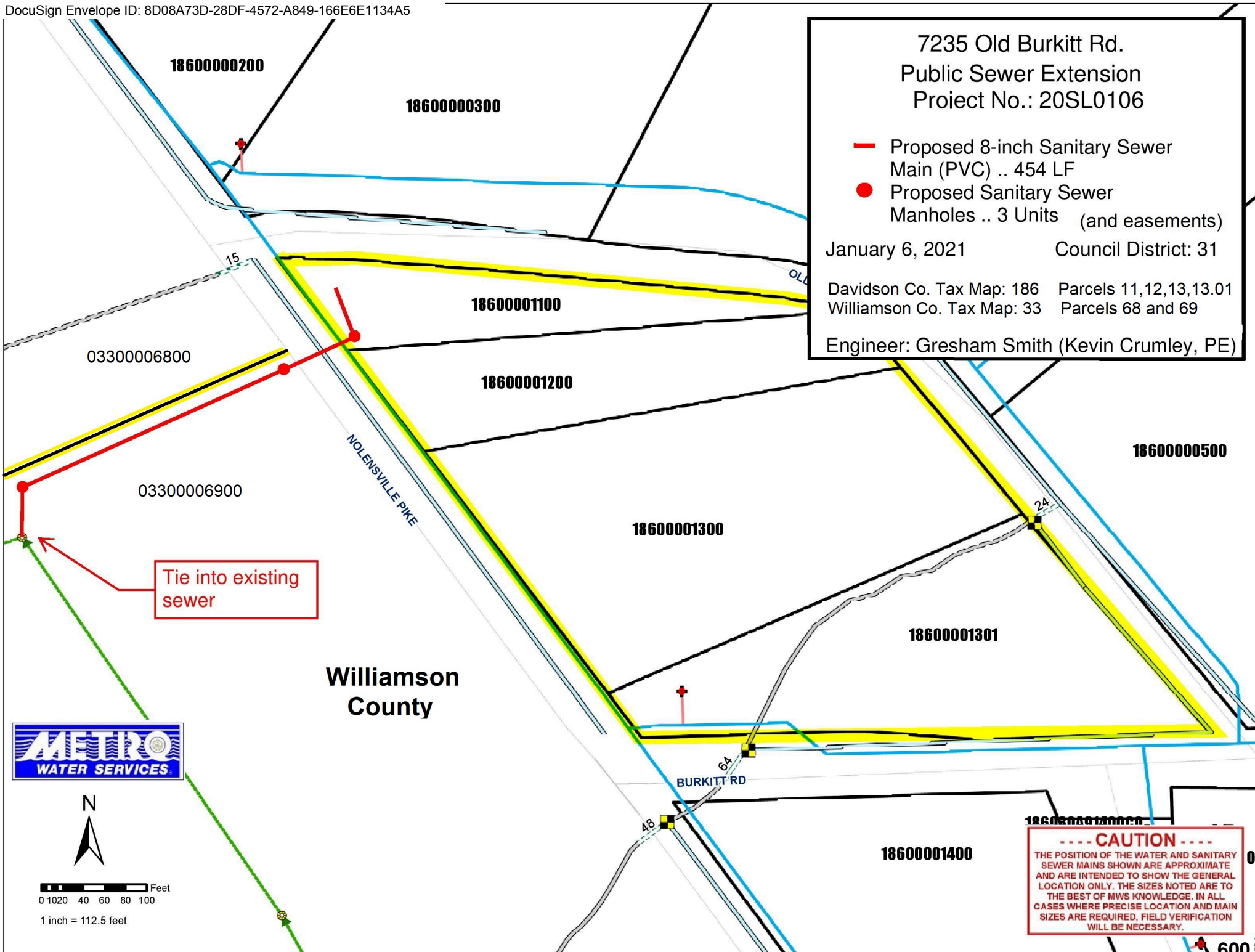
- Proposed 8-inch Sanitary Sewer Main (PVC) .. 454 LF
- Proposed Sanitary Sewer Manholes .. 3 Units (and easements)

January 6, 2021

Council District: 31

Davidson Co. Tax Map: 186 Parcels 11,12,13,13.01
Williamson Co. Tax Map: 33 Parcels 68 and 69

Engineer: Gresham Smith (Kevin Crumley, PE)



Tie into existing sewer

Williamson County



0 10 20 40 60 80 100 Feet

1 inch = 112.5 feet

----- CAUTION -----
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-665, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a fire hydrant assembly, for property located at 902 Murfreesboro Pike (MWS Project No. 20-WL-160 and Proposal No. 2021M-008ES-001).

WHEREAS, the relocation of one fire hydrant assembly, for property located at 902 Murfreesboro Pike, is needed to construct project number 20-WL-160; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-008ES-001 on January 28, 2021, for the relocation of a fire hydrant assembly.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept the relocation of one fire hydrant assembly, for property located at 902 Murfreesboro Pike, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

10600014400

Address:

902 Murfreesboro 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 relocation authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

Analysis

This ordinance accepts the relocation of one fire hydrant assembly, for property located at 902 Murfreesboro Pike. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 28, 2021

To: Mike Atchison, Metro Water Services

Re: West Power Services

Planning Commission Mandatory Referral #2021M-008ES-001

Council District #15 – Jeff Syracuse, 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 relocation of one (1) fire hydrant assembly to serve the West Power Services development (see sketch for details).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: West Power Services**Planning Commission Mandatory Referral #2021M-008ES-001**

Council District #15 – Jeff Syracuse, Council Member

A request for relocation of one (1) fire hydrant assembly to serve the West Power Services development (see sketch for details).





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-666, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer force and water mains, fire hydrant assemblies and easements, for three properties located at Hessey Road and Earhart Road, also known as Ashton Park (MWS Project Nos. 20-SL-239 and 20-WL-119 and Proposal No. 2021M-009ES-001).

WHEREAS, the acceptance of approximately 1,734 linear feet of new three inch sanitary sewer force main (PVC), approximately 1,966 linear feet of new 2.5 inch sanitary sewer force main (PVC), approximately 1,122 linear feet of new two inch sanitary sewer force main (PVC), approximately 5,016 linear feet of new eight inch water main (DIP), approximately 180 linear feet of new six inch water main (DIP), 12 fire hydrant assemblies and easements, for three properties located at Hessey Road and Earhart Road, also known as Ashton Park, is needed to construct project numbers 20-SL-239 and 20-WL-119; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-009ES-001 on January 28, 2021, for the acceptance of said sanitary sewer force and 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 accept approximately 1,734 linear feet of new three inch sanitary sewer force main (PVC), approximately 1,966 linear feet of new 2.5 inch sanitary sewer force main (PVC), approximately 1,122 linear feet of new two inch sanitary sewer force main (PVC), approximately 5,016 linear feet of new eight inch water main (DIP), approximately 180 linear feet of new six inch water main (DIP), 12 fire hydrant assemblies and easements, for three properties located at Hessey Road and Earhart Road, also known as Ashton Park, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

11000004900

09800008800

09800006500

Address:

4619 Hessey Road

3375 Earhart Road

Earhart 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 approximately 1,734 linear feet of new three inch sanitary sewer force main, approximately 1,966 linear feet of new 2.5 inch sanitary sewer force main, approximately 1,122 linear feet of new two inch sanitary sewer force main, approximately 5,016 linear feet of new eight inch water main, approximately 180 linear feet of new six inch water main, 12 fire hydrant assemblies, and associated easements for three properties located at Hessey Road and Earhart Road, also known as Ashton Park. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 28, 2021

To: Mike Atchison, Metro Water Services

Re: Ashton Park
Planning Commission Mandatory Referral #2021M-009ES-001
Council District #12 – Erin Evans, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for the acceptance of approximately 1,734 linear feet of 3-inch sanitary sewer force main (PVC), 1,966 linear feet of 2.5-inch sanitary sewer force main (PVC), 1,122 linear feet of 2-inch sanitary sewer force main, 5,016 linear feet of 8-inch water main (DIP), 180 linear feet of 6-inch water main (DIP), 12 fire hydrant assemblies and easements (see sketch for details) to serve the Ashton Park development (MWS proj. nos. 20-SL-239 and 20-WL-119).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: Ashton Park
Planning Commission Mandatory Referral #2021M-009ES-001
 Council District #12 – Erin Evans, Council Member

A request for the acceptance of approximately 1,734 linear feet of 3-inch sanitary sewer force main (PVC), 1,966 linear feet of 2.5-inch sanitary sewer force main (PVC), 1,122 linear feet of 2-inch sanitary sewer force main, 5,016 linear feet of 8-inch water main (DIP), 180 linear feet of 6-inch water main (DIP), 12 fire hydrant assemblies and easements (see sketch for details) to serve the Ashton Park development (MWS proj. nos. 20-SL-239 and 20-WL-119).



Ashton Park

Project Nos: 20SL0239 and 20WL0119 (2020056537 and 2020056536)

- Proposed 3-Inch Sanitary Force Main...1734 LF
- Proposed 2.5-Inch Sanitary Force Main...1966 LF
- Proposed 2-Inch Sanitary Force Main... 1122 LF
- Proposed 8-Inch Water Main (DIP)...5016 LF
- Proposed 6-Inch Water Main (DIP)...180 LF
- Proposed Fire Hydrant Assemblies... 12 Units

(and easements'

January 15, 2021

Council District 12

Tax Map: 110 Parcel: 49

Tax Map: 98, Parcels 65, 88

ENGINEER: CSDG
(Sean DeCoster, P.E.)

Zone 1

19WL0065
19SL0150

19WL0065
19SL0150

19WL0065
19SL0150

--- 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.

09800017600

09800008800

09800006500

Tie into existing

Tie into existing

Tie into existing

Tie into existing

1 inch = 200 feet





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-535, Version: 3

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

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

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

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

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

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

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

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

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

WHEREAS, the Mayor's Sustainability Advisory Committee has been convened to advise and support the City's commitment to develop a Climate Action and to provide advice on a range of sustainability issues with a goal of tackling climate change and driving urban action that reduces greenhouse gas emissions; and the energy savings from Dark Skies lighting design are consistent with these goals.

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

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

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

Parking Lots - Open parking lots shall use luminaires with a "U" BUG rating (Backlight Uplighting Glare) of 0 without external shields. Luminaires shall have a Correlated Color Temperature (CCT) of 3000 Kelvin or below. Principal walkways and parking shall have a maintained minimum illuminance of 0.2 foot-candles at grade. The average light level is not to exceed 1.25 foot-candles. Spill light at the property line shall not exceed 0.5 foot-candles measured at 3' above grade. Exception may be given for calculation points on the drive between the parking lot and roadway only. Luminaires shall be controlled by occupancy sensor or timers after business hours or between the hours of 11 p.m. to 4 a.m., at a minimum. Occupancy sensors or timers may turn lights off or dim by at least 30% during periods of no occupancy. Prior to installation, a photometric plan shall be reviewed by a certifying engineer with calculation points on a 10' X 10' grid.

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

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

17.28.100 - Lighting.

A. Definitions Specific to this Section.

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

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

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

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

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

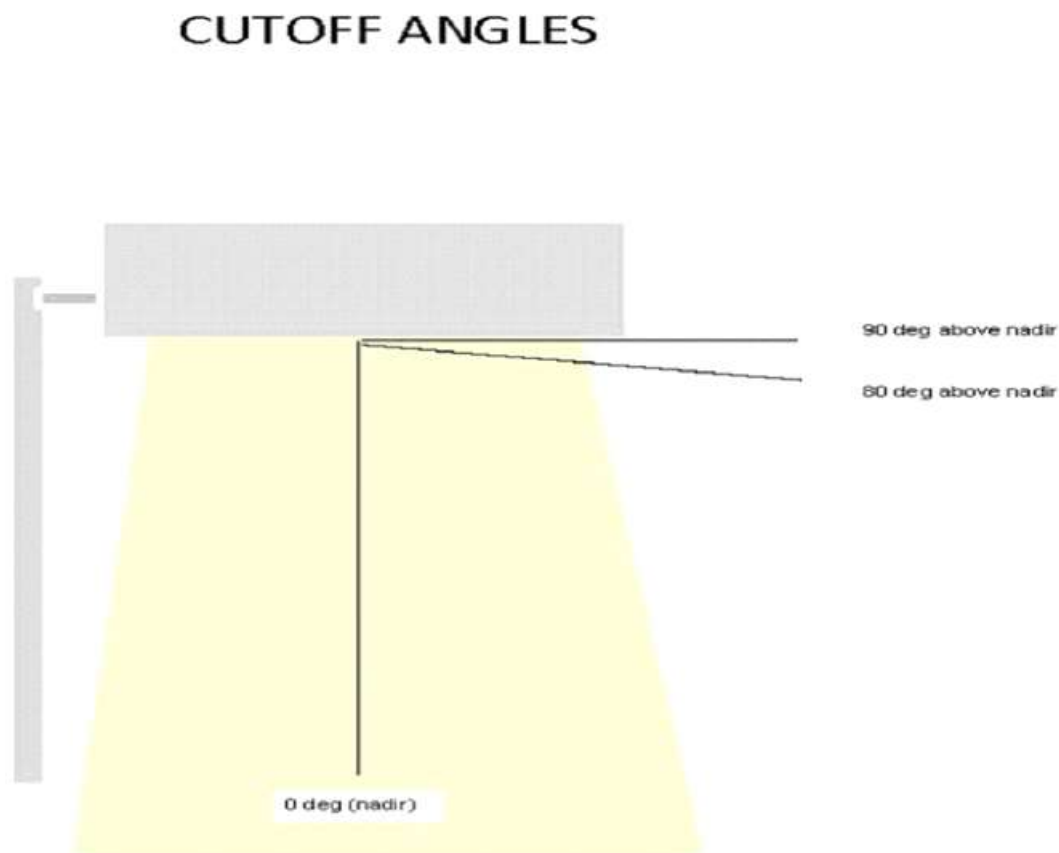
"Correlated color temperature (CCT)" means measured in degrees Kelvin (K), the absolute temperature of a blackbody whose chromaticity most nearly resembles that of the light source. For the purpose of this section, "CCT" is used as a simplified way to characterize the spectral properties of a light source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

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

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

area of one square foot.

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



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

“IES” means Illuminating Engineering Society Of North America.

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

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

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

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

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

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

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

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

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

“Light level” has the same meaning as Illuminance.

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

“Light pole” means a pole on which a luminaire is mounted.

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

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

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

“Lighting plan” means an overall plan that describes the outdoor lighting.

“Lumen” means a unit of measure of luminous flux.

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

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

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

“Neon light” means colored fluorescent or gas discharge tubular which can be bent into various

forms for use decoratively or as signs.

“New construction,” subject to the exemption described in subsection 4 of this definition, means:

1. Site preparation for, and construction of, entirely new structures (including new poles) and subsequent replacement of such new structures or any part thereof.
2. Enlargement of any existing structure by the more restrictive of fifty percent (50%) of the area of the footprint of the building or fifty percent (50%) of the gross square footage of such existing structure (regardless of the number of other structures on the same site).
3. Adding new exterior lighting fixture(s), pole(s) or other amenity(ies) to existing structure(s) or pole(s) to which such fixture(s) were or are to be attached.
4. New construction does not mean the replacement of lamps in lighting fixtures, poles, or other amenities that existed prior to the passage of this ordinance.

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

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

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

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

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

“Residential” means any zoning lot in a residential or agricultural zoning district that has as its primary use a single-family home or duplex.

“Street lighting” means one or more luminaires or light installations designed to illuminate a private roadway or intersection.

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

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

B. Application of Provisions

This section shall be applicable to the following lighting applications:

1. Residential and Agricultural: All exterior lighting is subject to subsection E4 only

2.Commercial: For new construction only and the subsequent maintenance of all new construction: any outdoor lighting luminaire.

C. Exempt Outdoor Lighting

The following lighting is exempt from the provisions of these outdoor lighting regulations for new construction in any zoning district as of the effective date hereof, provided such activities are permitted by this Title:

1. Temporary lighting for theatrical, television, performance areas and construction sites, specifically excluding upward-facing searchlights used to advertise the location of an event.
2. Lighting that is otherwise required for a life-safety purpose within the Metropolitan Code.
3. Lighting that is only erected or used under emergency conditions.
4. Lighting located within the Second Avenue Historic Preservation Zoning Overlay or Broadway Historic Preservation Zoning Overlay.

D. Prohibited Outdoor Lighting

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

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

E. Illumination standards.

1. Light Intensity and Uniformity:

- a. The maximum illuminated surface light level at any point outdoor parking lots, automobile convenience stations and drive-in/drive-through canopies is ten (10) foot-candles, measured horizontally at ground level.
- b. The total installed initial luminaire lumens of all exterior lighting systems on the

site shall not exceed the allowed total initial site lumens. The allowed total initial site lumens shall be the sum of 7,000 base lumens for all entrances and facades plus 2.5 lumens per square foot of hardscape.

c. As an alternative to compliance with the foregoing provisions of this section, an applicant may choose to comply with The International Dark Sky Association (IDA) model legislation of June 2011 (located at <https://www.darksky.org/wp-content/uploads/bsk-pdf->). Lighting Zones in the model legislation shall correlate to the Transect Category for the site as designated in the Community Plans of NashvilleNext as follows:

T1 Natural	LZ-0
T2 Rural	LZ-1
T3 Suburban	LZ-2
T4 Urban	LZ-2
T5 Center	LZ-2
T6 Downtown	LZ-3
D District	LZ-4

d. Light Direction and Control: Lighting applications shall meet the following requirements:

Lighting Application	Maximum Inclination Above Nadir
Architectural lighting	90 degrees
Floodlighting	90 degrees
Sidewalk lighting	90 degrees

2. Correlated Color Temperature (CCT): All lighting sources, except for public playing fields, must have a correlated color temperature (CCT) at or below three thousand degrees Kelvin (3000°K).

3. Permitted Hours of Outdoor Lighting:

a. Commercial: No more than fifty percent (50%) of exterior lighting shall be permitted to be illuminated, or lighting shall be dimmed to 50% illuminance except for one hour before start of business, during regular business hours as determined by said business, and one hour following close of business unless exempt for safety or security concerns. Motion detectors may be used to restore lighting to 100% for safety. All outdoor lighting shall be turned off during daylight hours.

b. Property Used for Governmental and Public Purposes: Any zoning lot in any zoning district used for governmental or public purposes, except for street lighting, shall comply with the permitted hours and security lighting limitations for commercial lighting zones. Outdoor lighting of the playing field of an organized sporting event on public property may remain illuminated until thirty (30) minutes after the conclusion of an event.

4. Light Trespass:

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

F. Luminaire standards

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

G. Procedural requirements

1. Plan Submission: For land development, redevelopment and new zoning applications where outdoor lighting is proposed, prior to final approval by Metro Plans Inspection a letter from an engineer licensed with the state of Tennessee shall be submitted to the Department of Codes Administration confirming that the plan complies with the requirements of this section. Engineer review shall be based on the following information:
 - a. A site plan complete with all structures, parking spaces, building entrances, traffic areas (both vehicular and pedestrian), vegetation that might interfere with lighting, and all adjacent uses. The site plan shall show and identify the location of each existing and proposed luminaire and shall specify its installed height, pole foundations, and method of mounting.
 - b. Iso-foot-candle plots for individual lighting installations, or ten feet by ten feet (10' x 10') illuminance grid plots for multi-luminaire lighting installations which shall demonstrate compliance with all applicable requirements set forth in this chapter. The plots shall indicate the location of each existing and proposed luminaire, the installed height of said luminaires, and the overall light levels in foot-candles and initial lumens on the entire zoning lot and at the property lines.
 - c. A summary table identifying the maximum and minimum light levels in foot-candles and initial lumens for all, but not limited to, parking areas, street or building

entryways, signs, street lighting, canopies, architectural lighting and walkways.

d. A description of each luminaire identified in the site plan including, but not limited to:

- i. Manufacturer with website.
- ii. Lamp type.
- iii. Bulb type including CCT (Kelvin).
- iv. Model number.
- v. Photograph or catalog cut.
- vi. Photometric plan.
- vii. Light output in initial lumens.
- viii. Shielding or glare reduction devices.
- ix. Energy reduction and on/off control devices.

2. Post approval Alterations: Post approval alterations to lighting plans or intended substitutions for approved lighting equipment shall be submitted to the zoning inspector after review by a qualified engineer at the expense of the applicant and approval prior to issuance of an Use and Occupancy permit, with all plan submission requirements set forth in this chapter, prior to installation.

3. Inspections: The Department of Codes Administration shall have the right to conduct a post installation inspection to verify compliance with the requirements of this chapter and, if appropriate, to require remedial action within 30 days at the expense of the applicant.

4. Violations of this chapter shall be punishable as provided by Chapter 17.40, Article XIII of the Metropolitan Code.

5. Variances: Variances to the requirements of this chapter may be granted by the Board of Zoning Appeals as provided in Chapter 17.40, Article VIII of the Metropolitan Code.

Section 3. Be it further enacted, that this ordinance take effect 60 days after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

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

Changes to Section 16.20.150 of the Metropolitan Code include requirements for certain luminaries in open

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

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

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

This ordinance would apply to new commercial construction and the subsequent maintenance of new commercial construction, including any outdoor lighting luminaire. All lighting for residential and agricultural light applications would be covered only by the "Light Trespass" provisions in proposed section 17.28.100.E.4. Certain lighting, such as strobe lights, neon style colored light tubes, and lighting that causes distracting glare, would be prohibited. Certain outdoor lighting would be exempt, including temporary lighting for theatrical, television, performance areas and construction sites, as well as emergency lighting and lighting located within the Second Avenue Historic Preservation Zoning Overlay or Broadway Historic Preservation Zoning Overlay.

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

This ordinance has been approved by the Planning Commission.

AMENDMENT NO. ____
TO
SUBSTITUTE ORDINANCE NO. BL2020-535

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2020-535 as follows:

I. By amending Section 1 by amending proposed Metropolitan Code of Laws Section 16.20.150(T) as follows:

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

Parking Lots - Open parking lots shall use luminaires with a “U” BUG rating (Backlight Uplighting Glare) of 0 without external shields. Luminaires shall have a Correlated Color Temperature (CCT) of ~~2,700~~ 3000 Kelvin or below. Principal walkways and parking shall have a maintained minimum illuminance of 0.2 foot-candles at grade ~~and with a 12:1 maximum to minimum~~. The average light level is not to exceed ~~4.0~~ 1.25 foot-candles. Spill light at the property line shall not exceed ~~0.4~~ 0.5 foot-candles measured at 3’ above grade. Exception may be given for calculation points on the drive between the parking lot and roadway only. Luminaires shall be controlled by occupancy sensor or timers after business hours or between the hours of 11 p.m. to 4 a.m., at a minimum. Occupancy sensors or timers may turn lights off or dim ~~to 20%~~ by at least 30% during periods of no occupancy. Prior to installation, a photometric plan shall be reviewed by a certifying engineer with calculation points on a 10’ X 10’ grid.

Sponsored by:

Burkley Allen
Member of Council

SUBSTITUTE ORDINANCE NO. BL2020-535

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

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

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

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

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

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

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

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

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

WHEREAS, the Mayor's Sustainability Advisory Committee has been convened to advise and support the City's commitment to develop a Climate Action and to provide advice on a range of sustainability issues with a goal of tackling climate change and driving urban action that reduces greenhouse gas emissions; and the energy savings from Dark Skies lighting design are consistent with these goals.

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

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

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

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

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

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

17.28.100 - Lighting.

A. Definitions Specific to this Section.

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

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

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

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

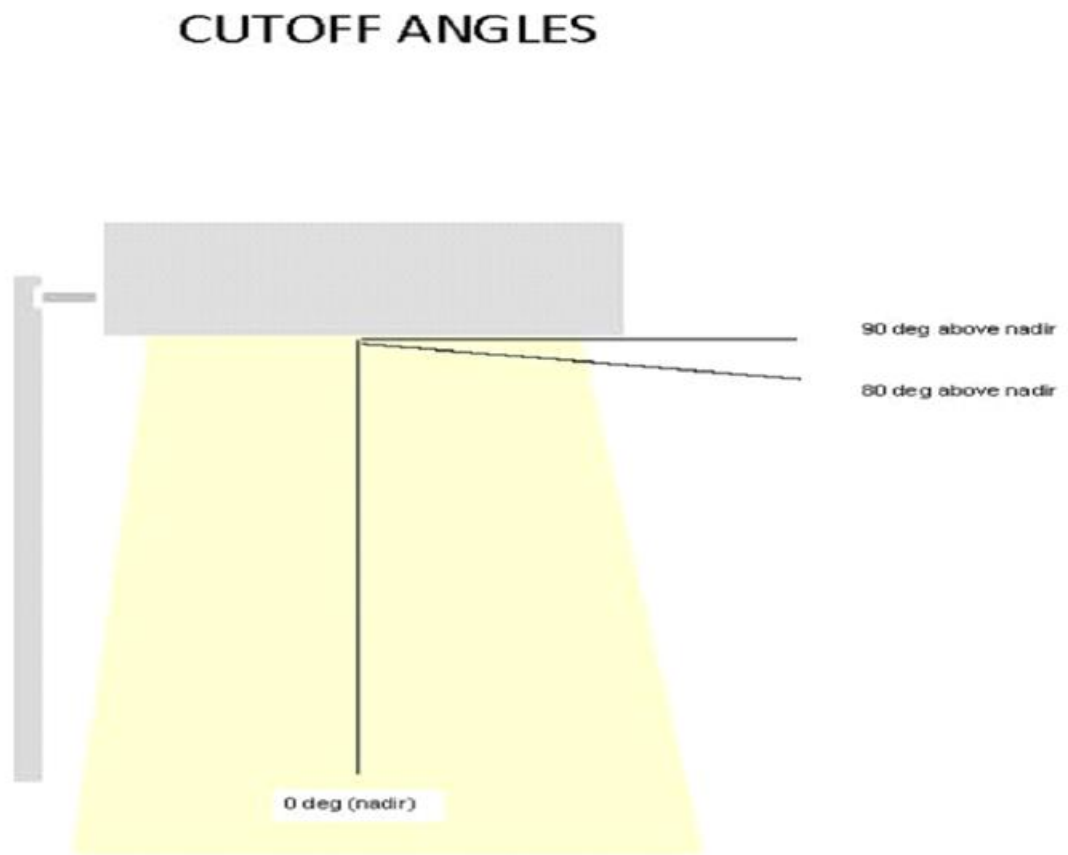
"Commercial" means any lot, however zoned, in any zoning district that does not have as its primary use a single-family residential dwelling; a or two, three, or four -family residential dwelling; or land used for agricultural purposes.

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

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

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

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



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

“IES” means Illuminating Engineering Society Of North America.

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

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

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

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

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

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

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

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

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

“Light level” has the same meaning as Illuminance.

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

“Light pole” means a pole on which a luminaire is mounted.

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

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

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

“Lighting plan” means an overall plan that describes the outdoor lighting.

“Lumen” means a unit of measure of luminous flux.

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

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

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

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

"New construction," subject to the exemption described in subsection ~~B~~4 of this definition, means:

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

~~B. 4.~~ B. 4. New construction does not mean the replacement of lamps in lighting fixtures, poles, or other amenities that existed prior to the passage of this ordinance.

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

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

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

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

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

“Residential” means any zoning lot in a residential or agricultural zoning district that has as its primary use a ~~residential dwelling~~ single-family home or duplex.

“Street lighting” means one or more luminaires or light installations designed to illuminate a ~~public~~ private roadway or intersection.

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

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

B. Application of Provisions

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

1. ~~Residential: Street, pedestrian, sign, flood, sidewalk, and parking lot luminaires are subject to all provisions of this chapter.~~

2. ~~Residential and Agricultural:~~ All ~~other~~ exterior lighting is subject to ~~sub~~Section ~~D5-E4~~ only

23. Commercial: For new construction only and the subsequent maintenance of all new construction: Any outdoor lighting luminaire.

C. Exempt Outdoor Lighting

The following lighting is exempt from the provisions of these outdoor lighting regulations for new construction in any zoning district as of the effective date hereof, provided such activities are permitted by this Title:

1. Temporary lighting for theatrical, television, performance areas and construction sites, specifically excluding upward-facing searchlights used to advertise the location of an event.

2. Lighting that is otherwise required for a life-safety purpose within the Metropolitan Code.

3. Lighting that is only erected or used under emergency conditions.

4. Lighting located within the Second Avenue Historic Preservation Zoning Overlay or Broadway Historic Preservation Zoning Overlay.

D. Prohibited Lighting for New Construction Outdoor Lighting

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

1. Strobe lights and laser lights, including laser light shows and aerial laser lights.

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

DE. Illumination standards.

1. Light Intensity and Uniformity:

a. The maximum illuminated surface light level for at any point outdoor parking lots, automobile convenience stations and drive-in/drive-through canopies is ten (10) foot-candles, measured horizontally at ground level.

b. The total installed initial luminaire lumens of all exterior lighting systems on the site shall not exceed the allowed total initial site lumens. The allowed total initial site lumens shall be the sum of 7,000 base lumens for all entrances and facades plus 2.5 lumens per square foot of hardscape.

c. As an alternative to compliance with the foregoing provisions of this section, an applicant may choose to comply with The International Dark Sky Association (IDA) model legislation of June 2011 (located at https://www.darksky.org/wp-content/uploads/bsk-pdf-manager/16_MLO_FINAL_JUNE2011.PDF). Lighting Zones in the model legislation shall correlate to the Transect Category for the site as designated in the Community Plans of NashvilleNext as follows:

<u>T1 Natural</u>	<u>LZ-0</u>
<u>T2 Rural</u>	<u>LZ-1</u>
<u>T3 Suburban</u>	<u>LZ-2</u>
<u>T4 Urban</u>	<u>LZ-2</u>
<u>T5 Center</u>	<u>LZ-2</u>
<u>T6 Downtown</u>	<u>LZ-3</u>
<u>D District</u>	<u>LZ-4</u>

2-d. Light Direction and Control: Lighting applications shall meet the following requirements:

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

23. Correlated Color Temperature (CCT): All lighting sources, except for public playing fields, must have a correlated color temperature (CCT) at or below ~~two~~three thousand seven hundred-degrees Kelvin (~~2700~~3000°K).

34. Permitted Hours of Outdoor Lighting:

a)2 Commercial: No more than fifty percent (50%) of exterior lighting shall be permitted to be illuminated, or lighting shall be dimmed to 50% illuminance except for one hour before start of business, during regular business hours as determined by said business, and one hour following close of business unless exempt for safety or security concerns. Motion detectors may be used to restore lighting to 100% for safety. All outdoor lighting shall be turned off during daylight hours.

b)2 Property Used for Governmental and Public Purposes: Any zoning lot in any zoning district used for governmental or public purposes, except for street lighting, shall comply with the permitted hours and security lighting limitations for commercial lighting zones. Outdoor lighting of the playing field of an organized sporting event on public property may remain illuminated until thirty (30) minutes after the conclusion of an event.

45. Light Trespass:

a)2 All site lighting shall be shielded so that substantially all directly emitted light falls within the property line. No illumination in excess of one-half foot-candle shall be permitted across the boundary of any adjacent residential property or a public street.

b)2 No illumination shall produce direct, incident or reflected light that interferes with the safe movement of motor vehicles on public streets. Lighting prohibited by this provision shall include, but not be limited to any light that may be confused with or construed as a traffic-control device.

c)2 Rope lighting shall not be used on a building, sign, or any property with non-residential zoning located adjacent to an arterial or collector street as identified on the Major and Collector Street Plan. This provision shall not apply to properties zoned as DTC.

~~4.E.F.~~ Luminaire standards

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

~~F.G.~~ Procedural requirements

1. Plan Submission: For land development, redevelopment and new zoning applications where outdoor lighting is proposed, prior to final approval by Metro Plans Inspection a letter from an engineer licensed with the state of Tennessee shall be submitted to the Department of Codes Administration confirming that the plan complies with the requirements of this section. Engineer review shall be based on the following information:
 - a. A site plan complete with all structures, parking spaces, building entrances, traffic areas (both vehicular and pedestrian), vegetation that might interfere with lighting, and all adjacent uses. The site plan shall show and identify the location of each existing and proposed luminaire and shall specify its installed height, pole foundations, and method of mounting.
 - b. Iso-foot-candle plots for individual lighting installations, or ten feet by ten feet (10' x 10') illuminance grid plots for multi-luminaire lighting installations which shall demonstrate compliance with all applicable requirements set forth in this chapter. The plots shall indicate the location of each existing and proposed luminaire, the installed height of said luminaires, and the overall light levels in foot-candles and initial lumens on the entire zoning lot and at the property lines.
 - c. A summary table identifying the maximum and minimum light levels in foot-candles and initial lumens for all, but not limited to, parking areas, street or building entryways, signs, street lighting, canopies, architectural lighting and walkways.
 - d. A description of each luminaire identified in the site plan including, but not limited to:
 - i. Manufacturer with website.
 - ii. Lamp type.
 - iii. Bulb type including CCT (Kelvin).

- iv. Model number.
- v. Photograph or catalog cut.
- vi. Photometric plan.
- vii. Light output in initial lumens.
- viii. Shielding or glare reduction devices.
- ix. Energy reduction and on/off control devices.

2. Post approval Alterations: Post approval alterations to lighting plans or intended substitutions for approved lighting equipment shall be submitted to the zoning inspector ~~for~~after review by a ~~Metro-appointed~~qualified engineer at the expense of the applicant and approval prior to ~~final plat~~issuance of an Use and Occupancy permit, with all plan submission requirements set forth in this chapter, prior to installation.

3. Inspections: The Department of Codes Administration shall have the right to conduct a post installation inspection to verify compliance with the requirements of this chapter and, if appropriate, to require remedial action within 30 days at the expense of the applicant.

4. Violations of this chapter shall be punishable as provided by ~~section 17.28.100~~Chapter 17.40, Article XIII of this code~~the Metropolitan Code~~.

5. Variances: Variances to the requirements of this chapter may be granted by the Board of Zoning Appeals as provided in ~~Section~~Chapter 17.40-330, Article VIII of the Metropolitan Code.

Section 3. Be it further enacted, that this ordinance take effect 60 days after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Burkley Allen
Ginny Welsch
Freddie O'Connell
Kathleen Murphy
Russ Bradford
Tonya Hancock
Joy Styles
Members of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-578, Version: 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, all of which is described herein (Proposal No. 2011SP-009-008).

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

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

By changing the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, being Property Parcel Nos. 001, 002, 003, 004, 008, 010, 011, 901 as designated on Map 092-14-B of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 092 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses listed in the Council approved SP plan. Multi-family residential is limited to a maximum of 850 units

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

1. All applicable requirements specified in BL2011-891 and 2014-887 not specifically being amended under this application shall remain in effect.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
4. Comply with all conditions and requirements of Stormwater, Water Services, and Public Works.

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

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

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

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

Map & Parcel no. /Owner: Map 092-14-0-B, Parcel(s) 001-004, 008, 010, 011, 901/Cambridge Nashville Medical Center LP, Nashcam LP, NF IV-VA Nashville LLC, Shay/LB-WC-LC LLC
Requested by: Civil Site Design Group

PRELIMINARY SPECIFIC PLAN - AMENDMENT FOR

onec1TY

A MIXED-USE DEVELOPMENT

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

CASE NUMBER: 2011SP-009-008



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

SUBMITTED: 08.12.2020

REVISED: 10.19.2020

11.16.2020

OWNER / DEVELOPER:

NASHCAM, L.P.

CONTACT: RYAN DOYLE
RYAN@ONEC1TYNASHVILLE.COM
615.972.6440

8383 PRESTON CENTER DR., 5TH FLOOR
DALLAS, TX 75225

APPLICANT / DESIGNER:

CSDG

CONTACT: HAL B. CLARK, PLA
HALC@CSDGTN.COM
615.248.9999

2305 KLINE AVE., SUITE 300
NASHVILLE, TN 37211



Preliminary Specific Plan Notes:

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

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

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

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

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

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

Notes:

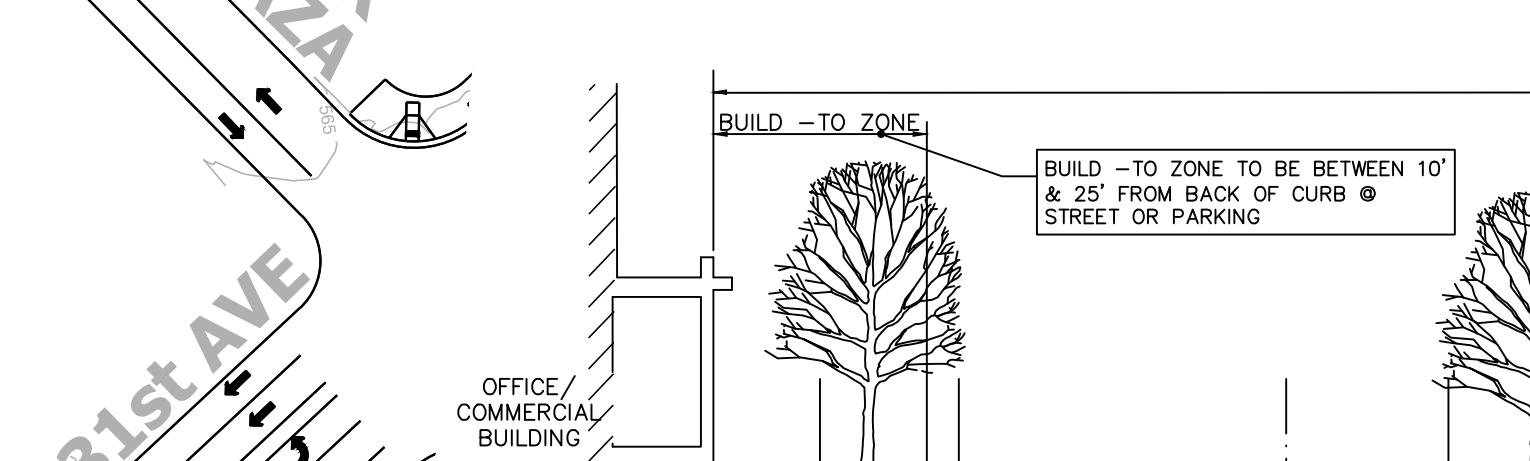
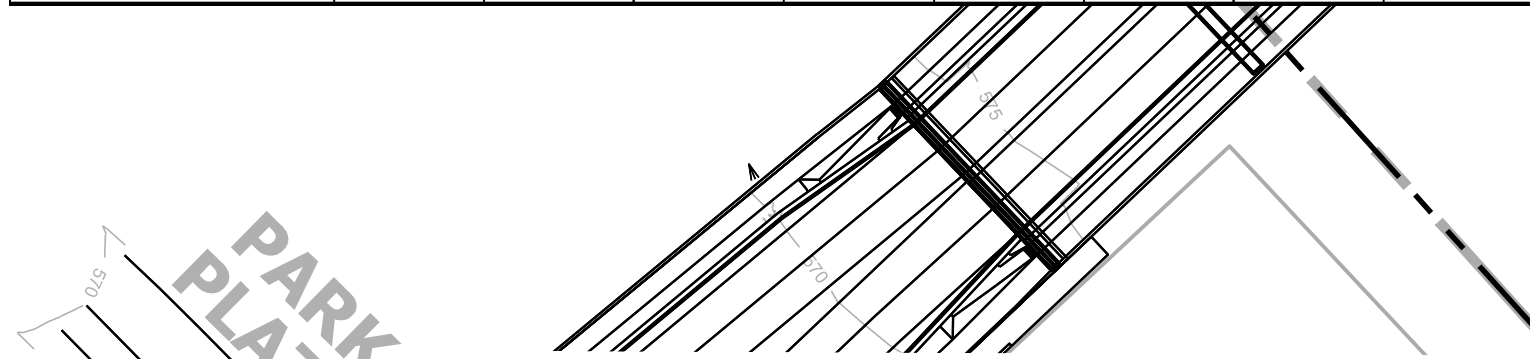
- For all active uses on the first floor, a minimum of 40% of the front facade shall be clear or lightly tinted windows and doors, measured from the finished grade at the setback to the finished floor elevation of the second floor or to a height of sixteen feet, whichever is less. Upper floors, regardless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

Development Standards:

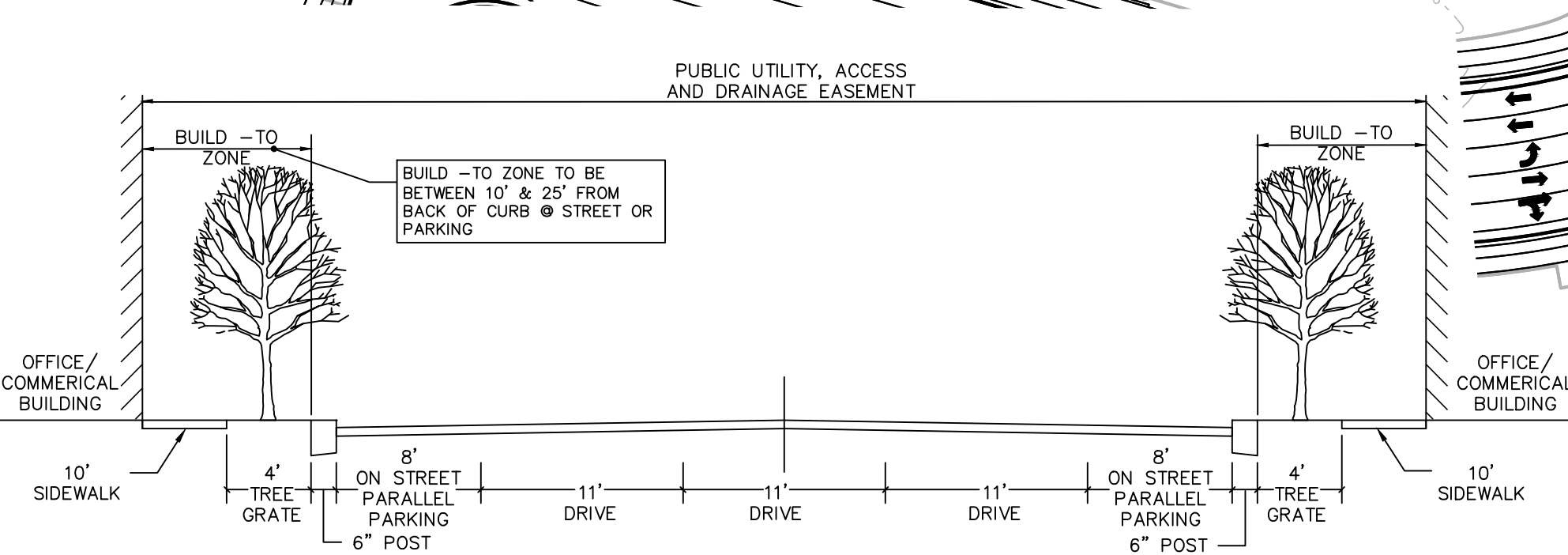
- This plan is an illustrative depiction intended to demonstrate the conceptual layout and character of the proposed development. The configuration of plan elements including parcel sizes, street layout, access points, parking design, open space network and the specific location of buildings may range without rendering the SP invalid. Plan may alter to adjust for these factors, but the development parameters set forth in the preliminary SP document shall be met.
- For any development standards, regulations and requirements not specifically shown on the SP Plan and/or included as a condition of Commission or Council approval, the property shall be subject to the standards, regulations and requirements of the MU zoning district as of the date of the applicable request or application.
- The purpose of the specific plan is to allow the mixed use development with the densities and FAR indicated within the SP.
- The required fire flow shall be determined by the Metro/Nashville fire marshal's office prior to the issuance of a building permit.
- Build-to lines and building setback lines are shown on the preliminary development plan.
- Approval of any specific plan does not exempt any parcel shown on the plan or any development within the SP from compliance with all provisions of the Metro Zoning Code with respect to floodplain, steep slopes, unstable soils, sinkholes, rock outcroppings, streams, springs and critical lots.
- Any excavation, fill or disturbance of the existing ground must be done in accordance with stormwater management ordinance 78-640 and approved by the Metro Department of Water Services.
- This drawing is for illustrative purposes to indicate the basic premise of the development. The final lot count and details of the plan shall be governed by the appropriate regulations at the time of final application.
- Metro Water Services shall be provided sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace and inspect any stormwater facilities within the property.
- Individual water and sewer service lines are required for each parcel.
- The developer of this project shall comply with the requirements of the adopted tree ordinance 2008-328 (Metro Code Chapter 17.24).
- The owner intends to begin development of this project by fall of 2011. Expected completion by 2025.
- A subdivision plat will be submitted with the Final SP drawings.
- No surface parking, with the exception of on-street parking, shall be permitted within a build-to zone or between any roadway and building, except for temporary surface parking. Temporary surface parking shall not be located within 50 feet of Charlotte Avenue or 28th Avenue. Any temporary parking with more than ten spaces must meet the "parking area screening and landscaping" requirements specified in the Metro Zoning Code.
- According to FEMA's current flood maps (47037C0214F, dated April 20, 2001), as well as Metro's GIS information, there is no 100-year floodplain within the SP boundary.
- According to the NRCS Soils Map, the soil on the property is M&D (Mimosa - urban land complex). This soil is not a "problem soil" as noted in section 17.28.050 of the Metro Zoning Code.
- There are no slopes on this SP with slopes greater than 15%.
- All of the proposed internal private drives and sidewalks adjacent to the proposed buildings will be within a "public utility, drainage and access easement" to allow vehicular and pedestrian access as well as public utility services to all of the buildings and the public spaces within the development.
- No garage access shall be permitted along Charlotte Avenue or 28th Avenue and shall be provided from internal drives only.
- There are no existing wetlands within the SP boundary.
- Signage shall meet the standards of the MUG zoning district. Detailed signage standards and guidelines will be included in the Final SP submittal.
- All development with the boundaries of this plan meets the requirements of the Americans with Disabilities Act and the Fair Housing Act.
- Temporary improvements shall be permitted within the zone outlined in this SP. These improvements shall include temporary driveways, hardscape, parking, utilities, structures and landscaping. All proposed improvements shall be subject to the approval of Metro Government at the time a Final SP is submitted.
- For the temporary parking use of existing building pad, no screening along Charlotte Avenue is required, however, temporary landscaping shall be installed to fulfill the intent of section 17.24.130-170 of the Metro Zoning Code.
- Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15" CMP).
- The existing roads and sidewalks shown on the plat of record as Instrument No. 20151210-0124463 (attached for reference) (the "Plat") will not be modified in a manner that adversely affects Lot 9 (as shown on the Plat) without the prior written consent of the owner of Lot 9. Any change in the size or location of the private drive shown as "City Place" on the Plat and the private drive shown as "Road B - City Place" on Sheet 3 of this Amended Preliminary S.P. shall be deemed to adversely affect Lot 9 and shall require the prior written consent of the owner of Lot 9.

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

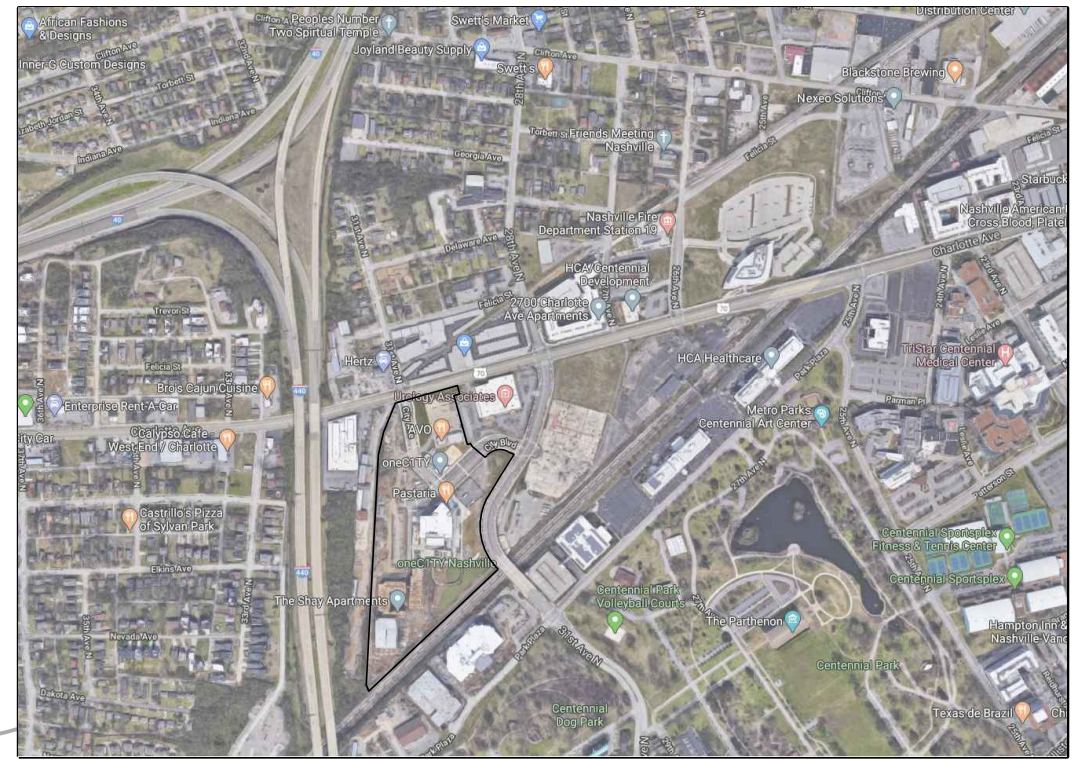
DEVELOPMENT & PHASING SCHEDULE								
Phasing Schedule	Parcel 1 Phase F	Parcel 2 Phase G	Parcel 3 Phase G	Parcel 4 Phase E	Parcel 5 Phase D	Parcel 6 Phase A	Parcel 7 Phase C	Parcel 8 Phase B



ROAD A SECTION



ROAD B SECTION



VICINITY MAP NTS

LIMITS OF TEMPORARY IMPROVEMENT ZONE

PROPOSED BUILD-TO ZONE (TYP.) (SEE NOTE)

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

DEVELOPMENT SUMMARY

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

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

UROSITE L.P.
MAP 92.14-PARCEL 392.0
ZONING - ORI

LEGEND

- PROPOSED TEMPORARY IMPROVEMENT ZONE
- AMENDED ITEMS INCLUDED IN THIS SP



oneC1TY

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

2020, November 16th

Case Number :: 2011SP-009-008

PRELIMINARY SPECIFIC PLAN - ZONING REQUEST

Amended by Council Bill BL2014-887

Purpose and Intent:

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

GENERAL INFORMATION

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

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8	Site Context: Regional Importance Local Impact Connectivity Current Zoning + Land Use Policies Existing Conditions	44	Site Infrastructure: Infrastructure Plan Sustainability
14	Master Plan: The Idea The Concept Design Principles District Plan	46	Public Areas: Public Realm/Open Space Streetscape
34	Preliminary Development Plan: Regulatory Plan Development Standards Permitted Uses Phasing Strategy	48	Design Guidelines: Architectural Character Material Palette

PROJECT TEAM

NASHCAM, L.P. :

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

CSDG (CIVIL SITE DESIGN GROUP) :

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

505DESIGN :

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

EARL SWENSSON ASSOCIATES, INC. :

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

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

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

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

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

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



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

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

-Mayor Karl Dean

oneCITY

collaboration | innovation | technology | you

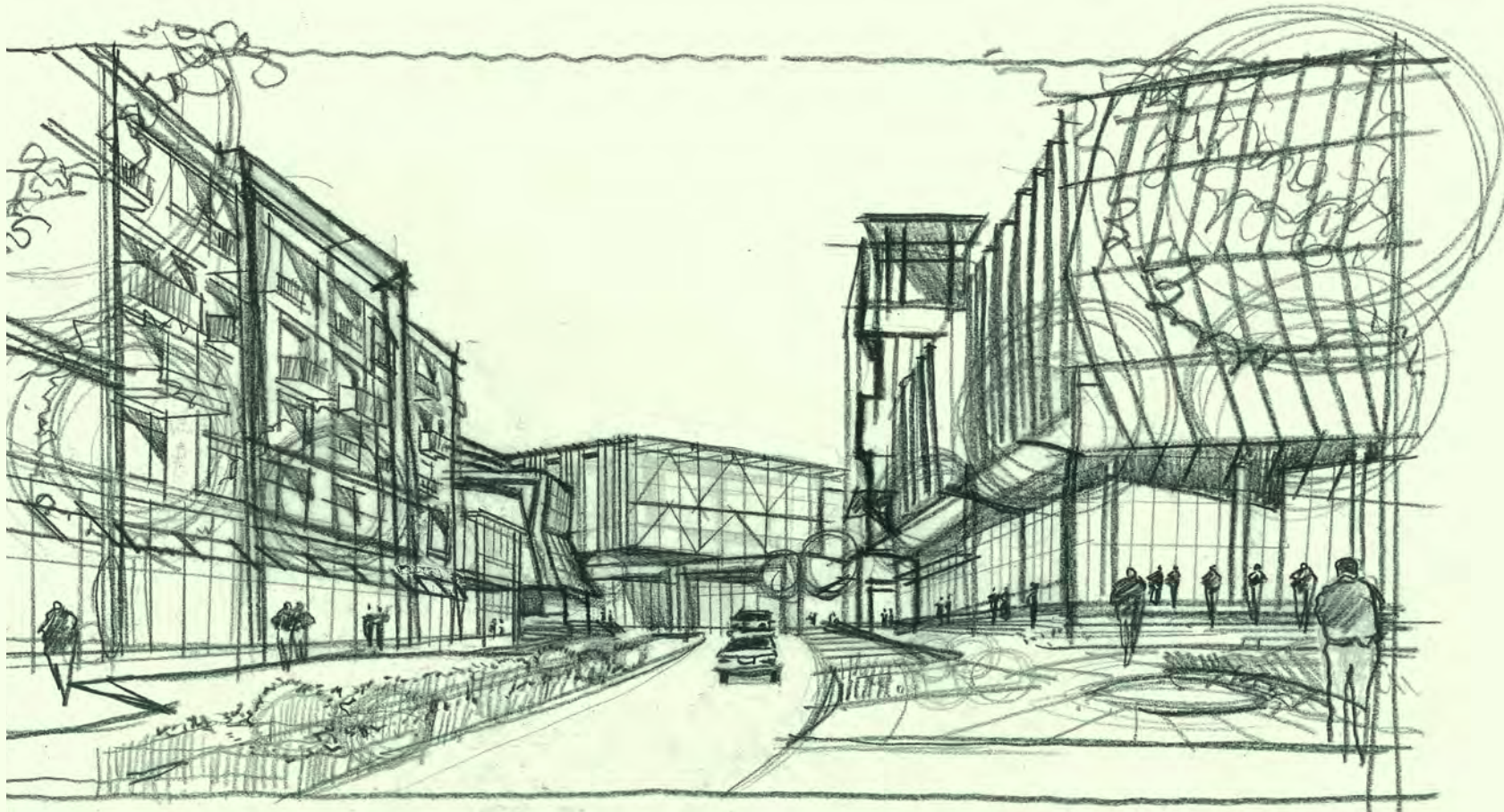


PROJECT OVERVIEW

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

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

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



PROJECT SUMMARY

Key Plan Components:

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

REGIONAL IMPORTANCE



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

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



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

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

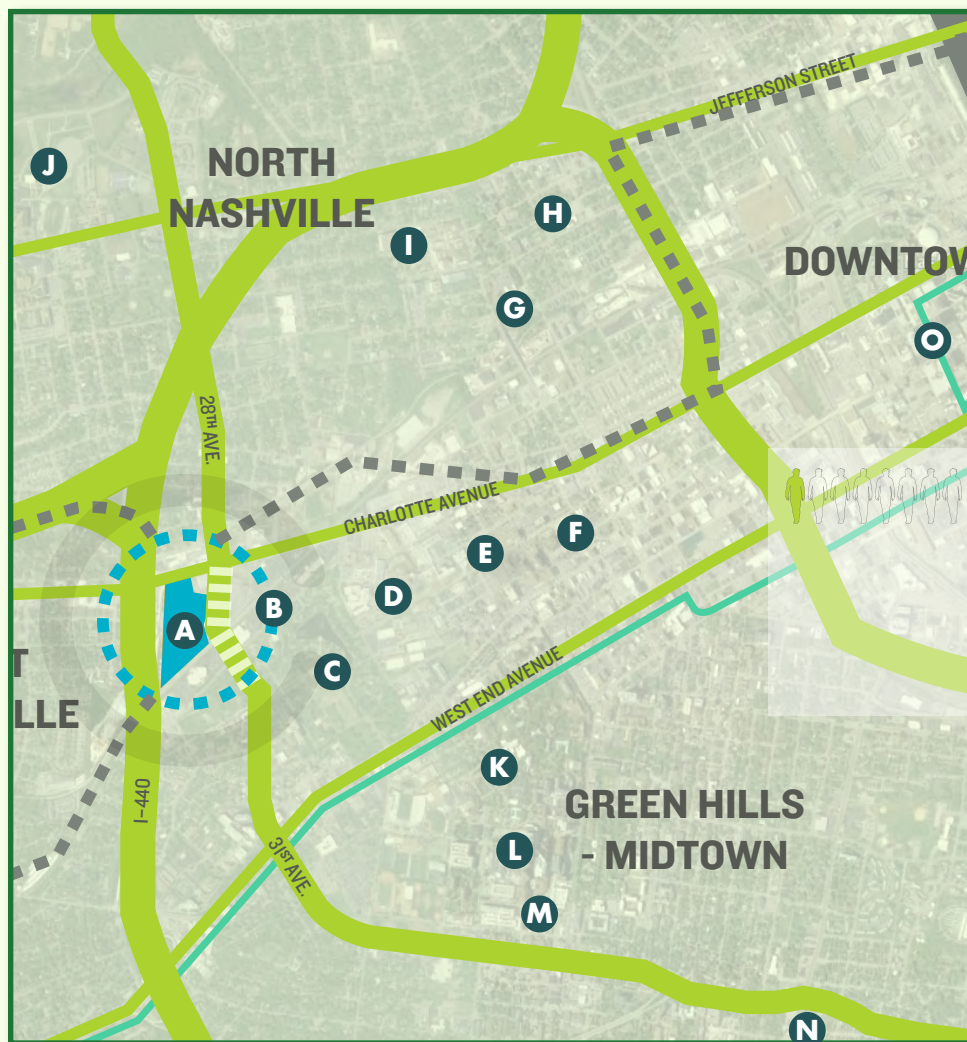
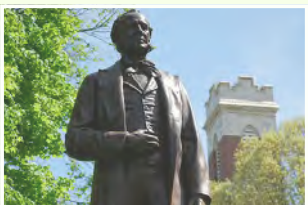
"Over the last few decades, **we've seen information technology transform industry after industry**. We've watched 24-hour ATMs replace bankers' hours and credit cards revolutionize retail. We've seen on-line shopping surge, social networking become a way of life, and in many cases, forgotten how we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

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

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

- Secretary Kathleen Sebelius

LOCAL IMPACT



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

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

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

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

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

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

Local Impact

oneCITY :: PRELIMINARY SPECIFIC PLAN

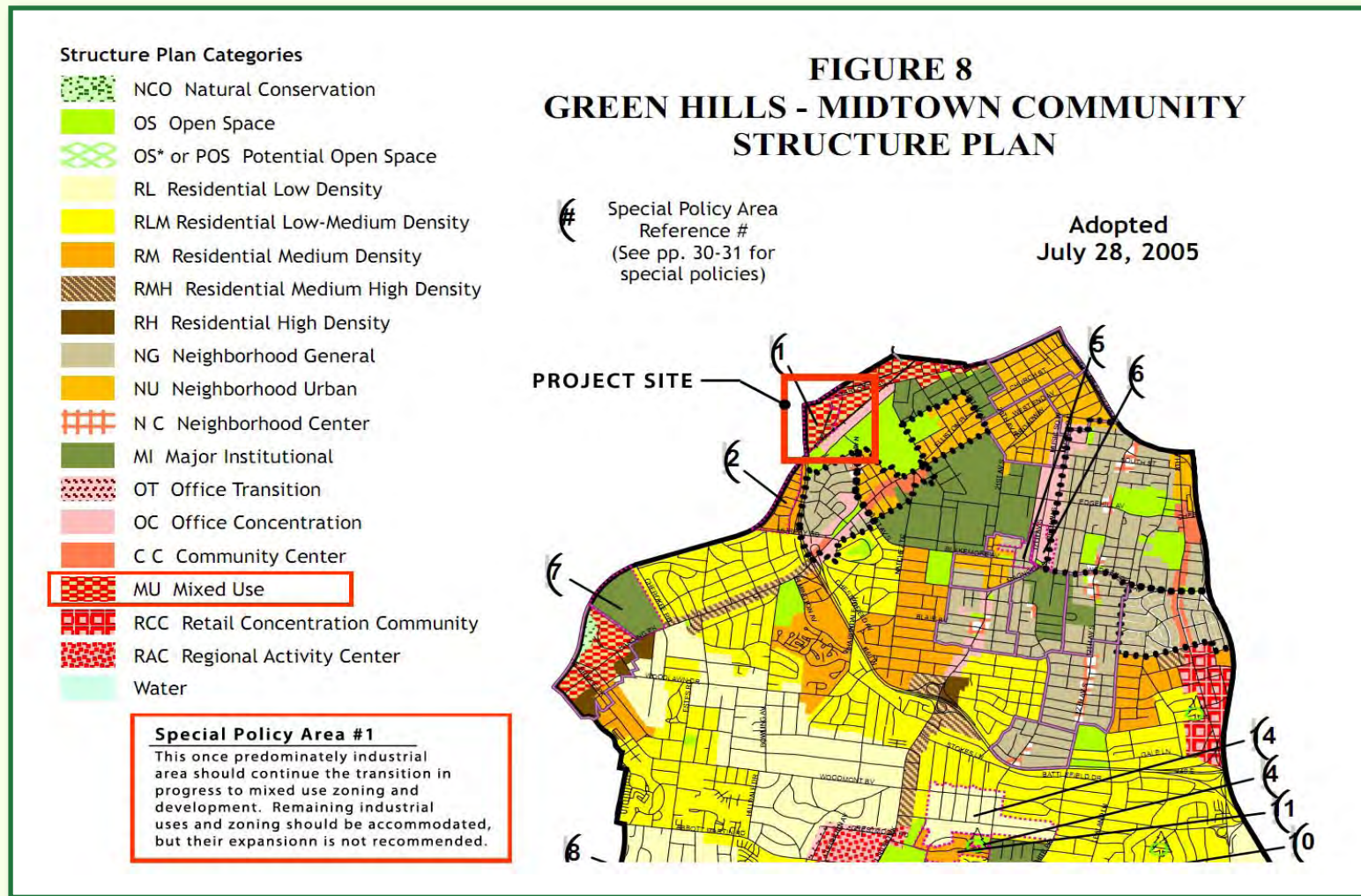
2011SP-009-008

11.16.2020



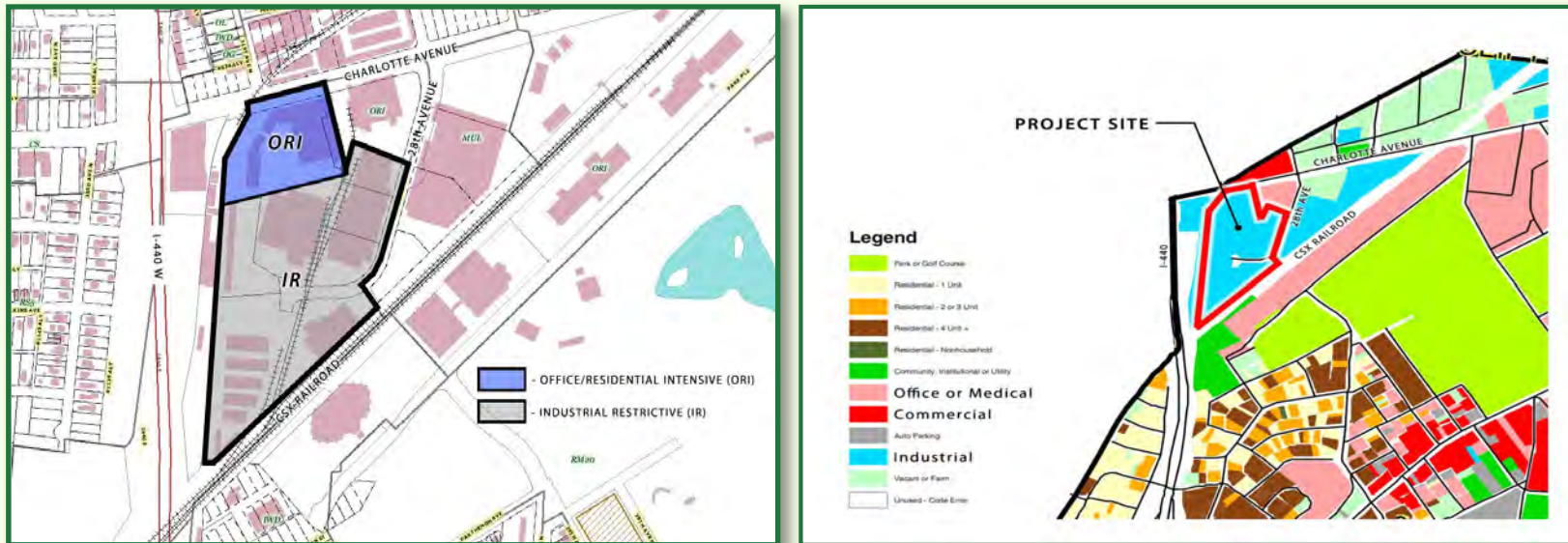
The long awaited connection was planned to bring the Nashville **community** **CONNECTIVITY** **together**. A link for people, neighborhoods, schools and employment centers, the **28th Avenue Connector** arrives at our front door. ONECITY embodies a fresh start and a future of collaboration.

CURRENT LAND USE POLICY



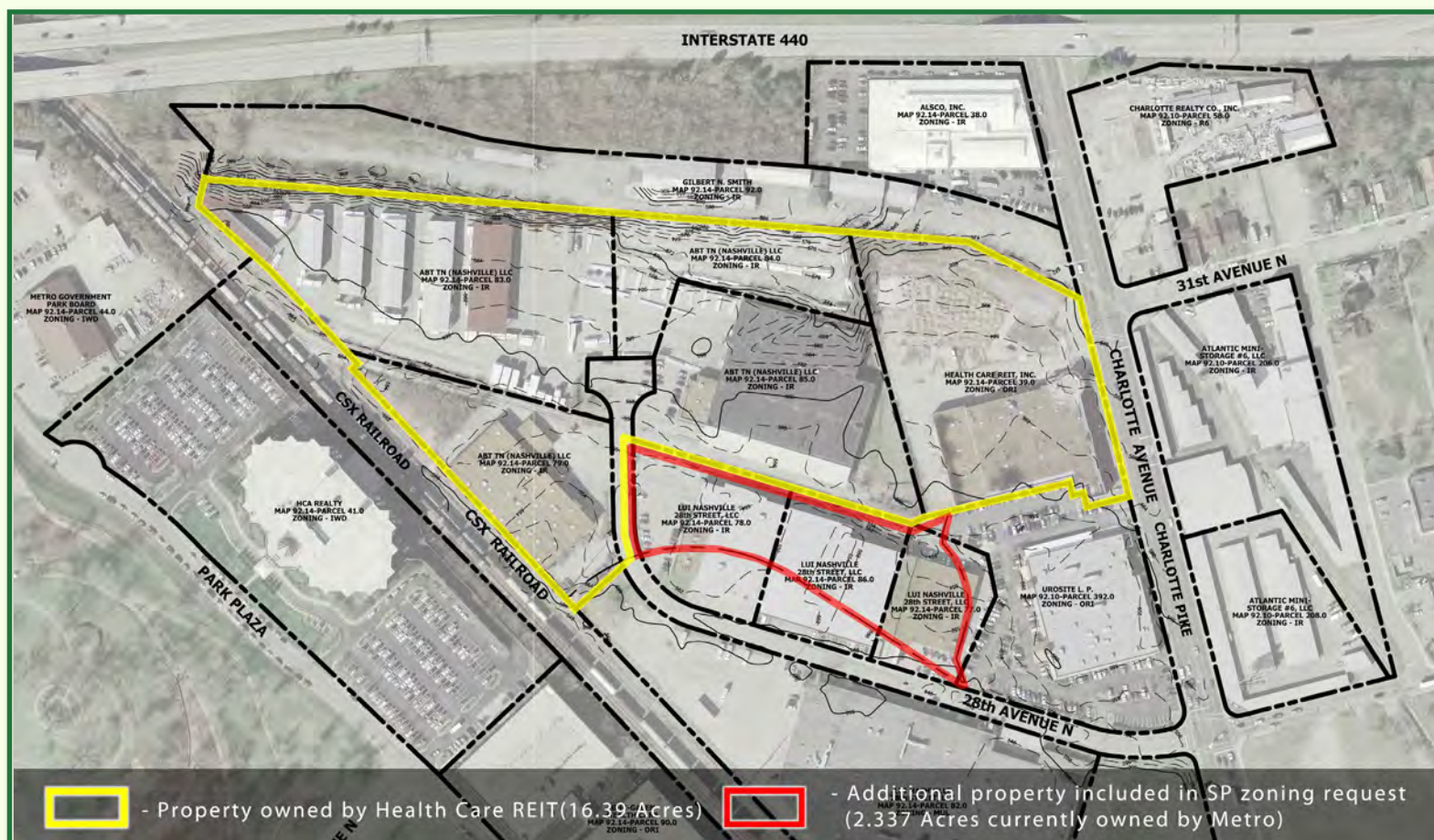
According to the current Green Hills/Midtown Community Plan, the ONECITY site is planned as a Mixed Use (MU) category in the Structure Plan and a (T5)-Center designation on the Community Transect Map. The proposed Preliminary Development Plan is consistent with this proposed policy and presents an opportunity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

CURRENT ZONING & ADJACENT LAND USE



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

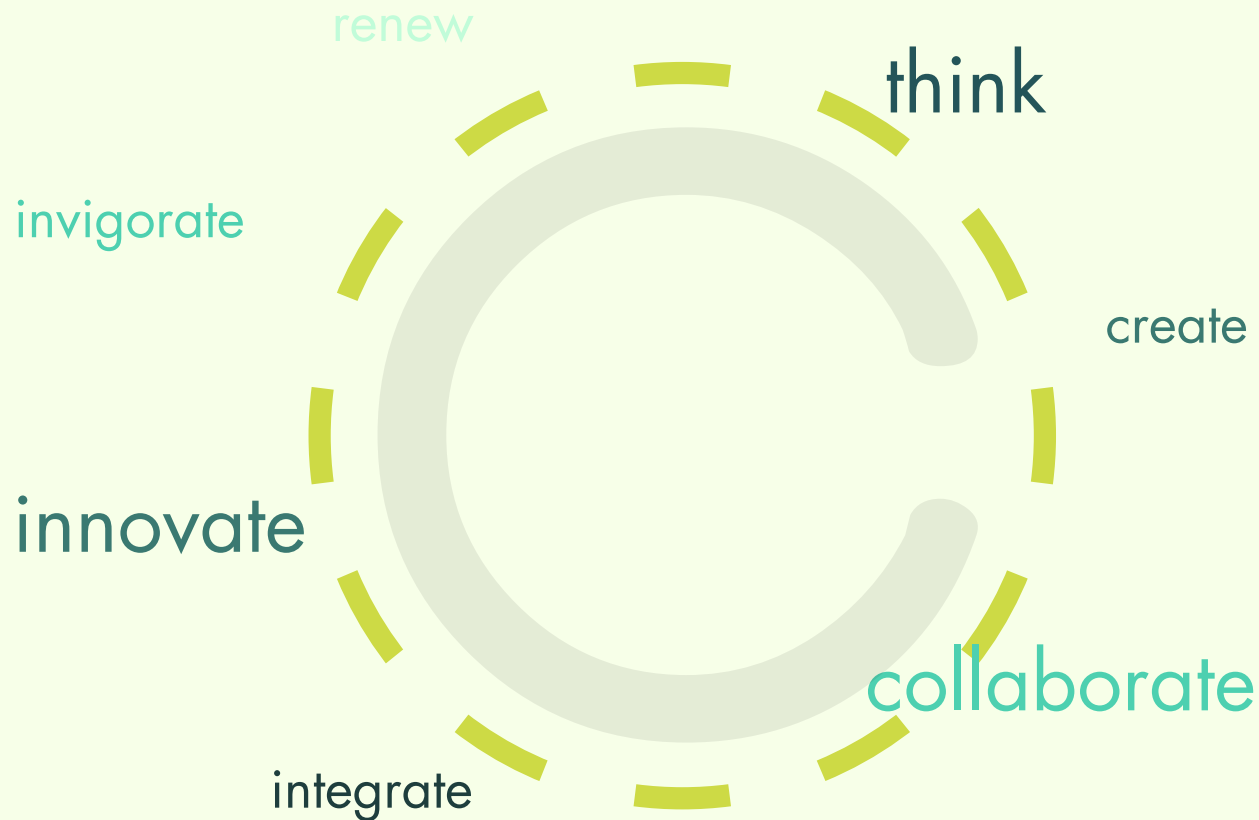
The existing land uses in the immediate area of the site are also primarily industrial in nature with a small portion of office and/or medical uses adjacent to the property and commercial uses across the street on the north side of Charlotte Avenue. With this existing land use pattern, and the development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



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

THE IDEA

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



THE CONCEPT

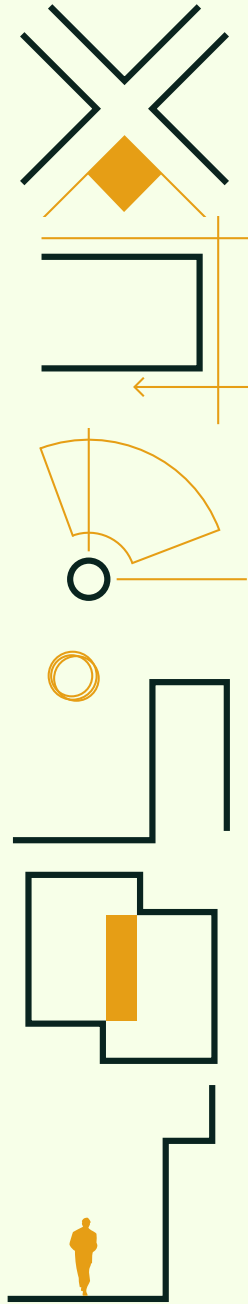


- | | |
|---------------------|--------------------------------------|
| 1 The Market Street | 5 The Yard |
| 2 Arrival Court | 6 The Water Gardens |
| 3 The Boulevard | 7 The Climbing Gardens |
| 4 The Dining Deck | 8 Charlotte Avenue - The Public Face |

NOTE:

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

For any development standards, regulations and requirements not specifically shown on the SP Plan and/or included as a condition of Commission or Council approval, the property shall be subject to the standards, regulations and requirements of the MUI zoning district as of the date of the applicable request or application.



DESIGN PRINCIPLES for QUALITY OF PLACE

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

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

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

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

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

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

THE PLACE

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



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



THE MARKET STREET

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

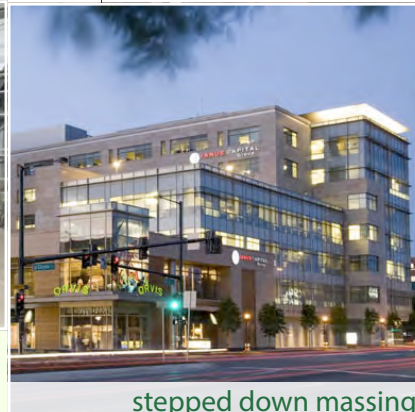
sidewalks in summer shade <
 easy cross-shopping <
 pedestrian scaled landscape <
 simple, elegant hardscape <
 tenant planter program <



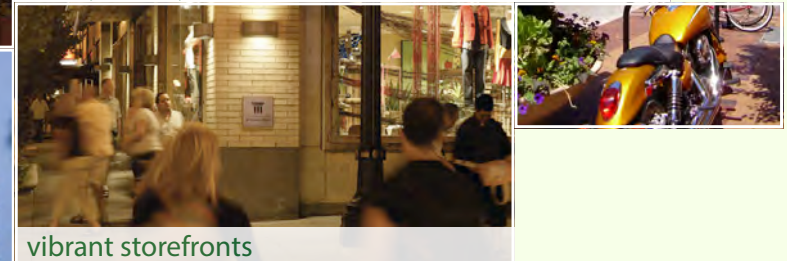
urban sophisticated



messy vitality



stepped down massing



vibrant storefronts



THE BOULEVARD

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



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



hip-height landscaping



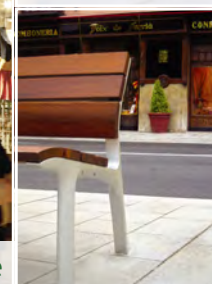
well-illuminated streetscape



street level lobby



warmth and texture





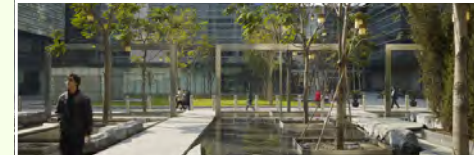
ARRIVAL COURT

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

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



lobby experience



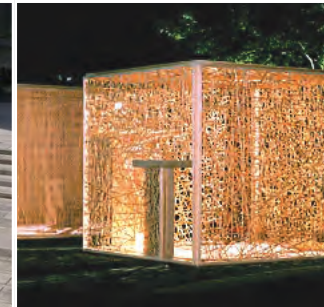
calm water feature



rustic modern



urban plantings



outdoor rooms





THE YARD

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

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



community event lawn



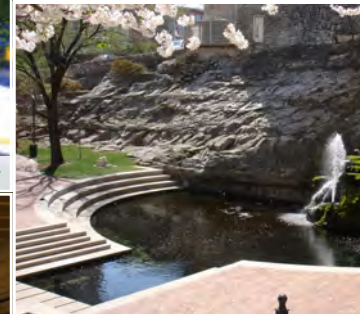
relocated heritage tree



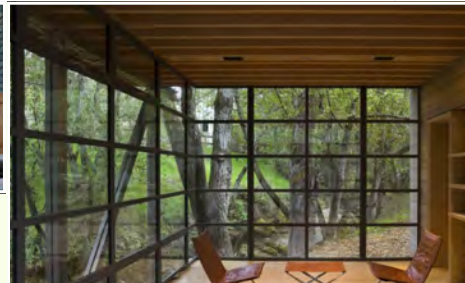
flexible outdoor rooms



both active and passive places to gather



urban water source





THE CLIMBING GARDENS

THE CLIMBING GARDENS

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

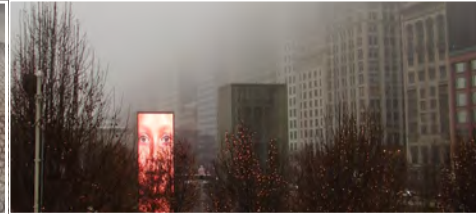
our front door to the community <
honor local plant heritage <
urban grit meets quiet gardens <
perfect for people watching <
gateway to Centennial Park <
special outdoor lighting <



elevated walks and outdoor rooms



stone, concrete and abundant planting



interactive illumination



furniture for lounging

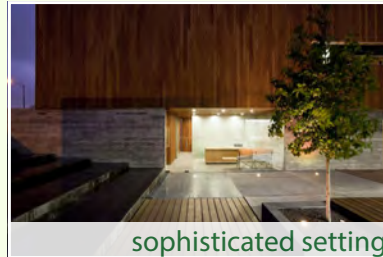




THE DINING DECK

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

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



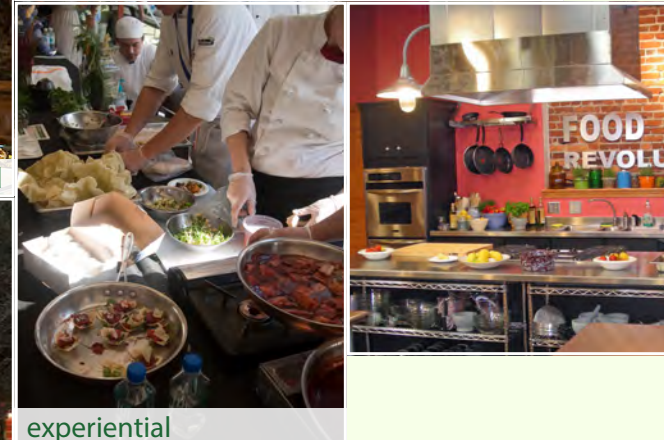
sophisticated setting



flexible dining opportunities



it's all about the food



experiential



District Plan - The Dining Deck



THE WATER GARDENS

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

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



night time atmosphere



mist gardens



interactive water



shade and comfort

oneCITY :: PRELIMINARY SPECIFIC PLAN

2011SP-009-008

11.16.2020



CHARLOTTE AVENUE

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

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



pedestrian oriented



urban edge



complete street

PRELIMINARY DEVELOPMENT PLAN



Notes:

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

DEVELOPMENT STANDARDS

DEVELOPMENT / SITE DATA TABLE

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

DEVELOPMENT STANDARDS

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

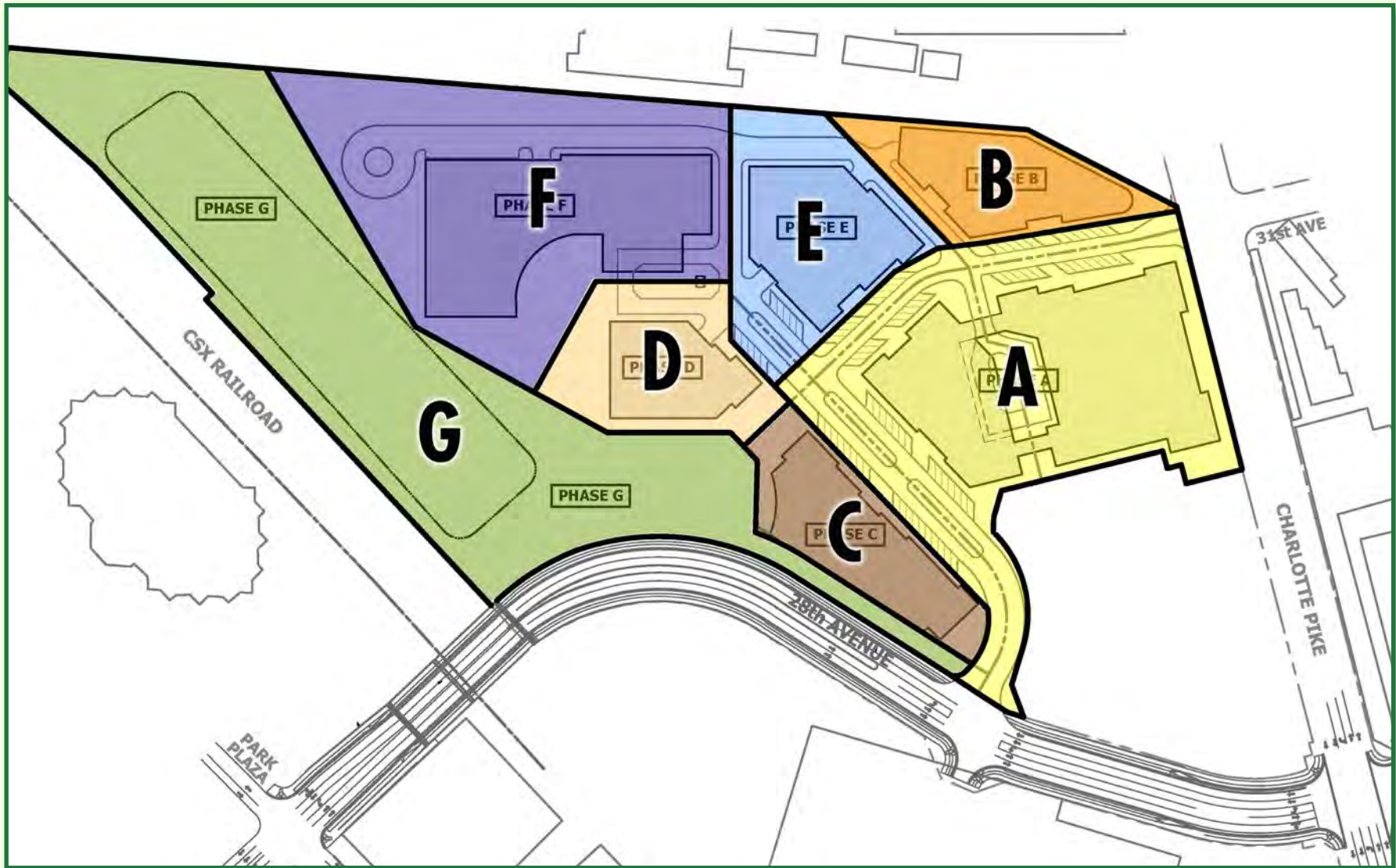
Development Standards

oneCITY :: PRELIMINARY SPECIFIC PLAN

2011SP-009-008

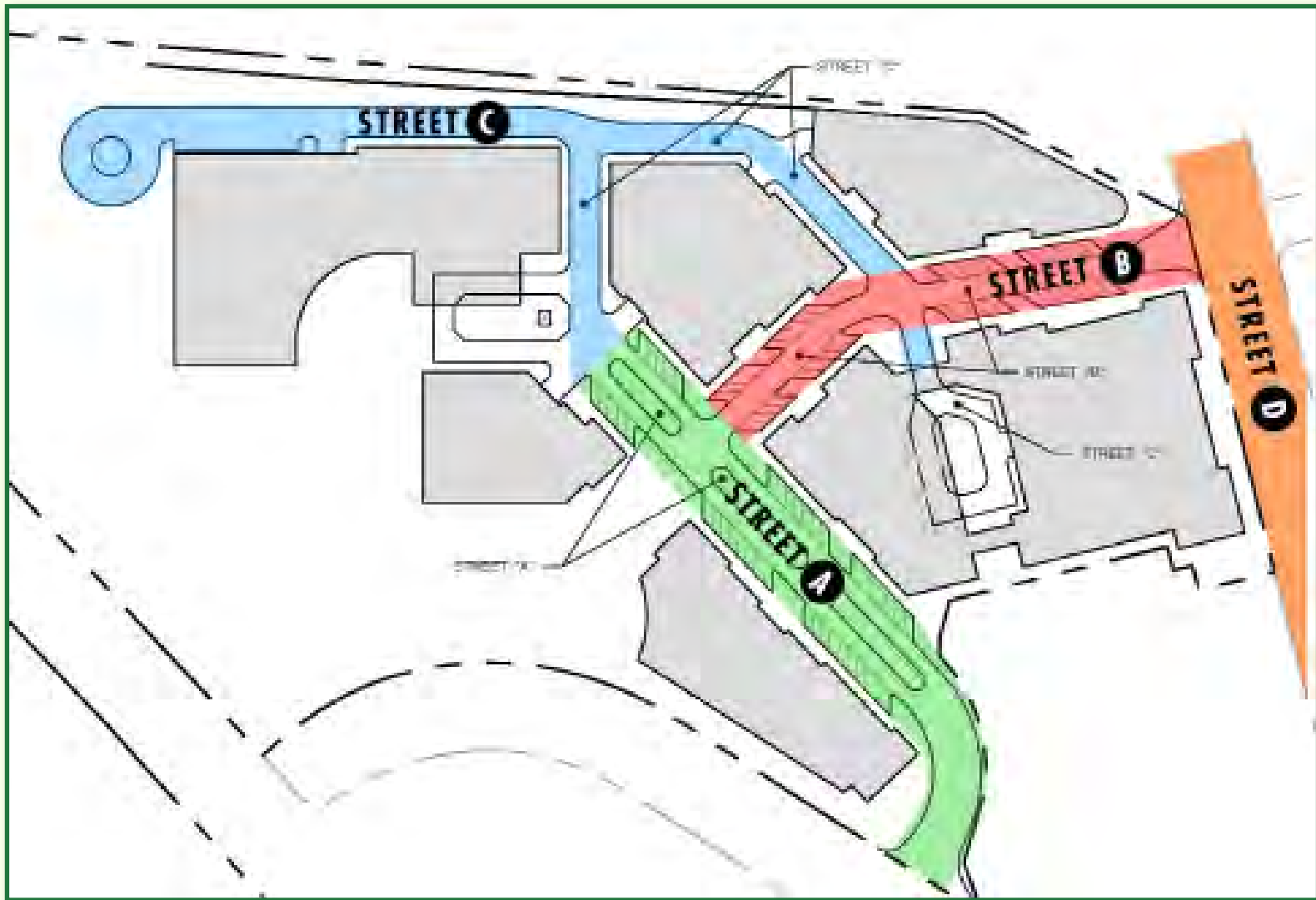
11.16.2020

PHASING STRATEGY



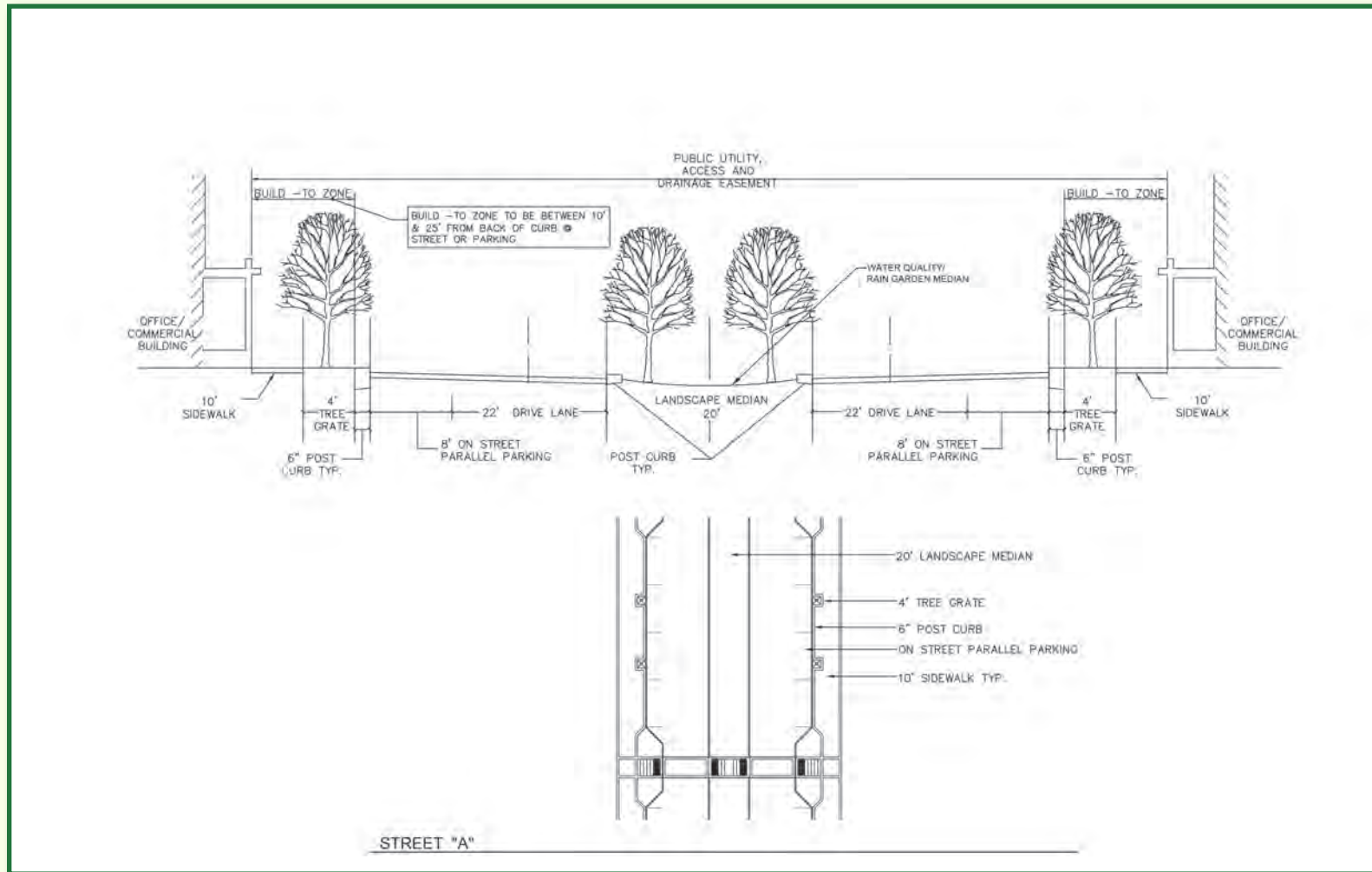
Note: The Development Phasing Strategy boundaries and sequence of construction to final build-out shown on this plan is preliminary and subject to revisions based on market conditions and future final SP submittals.

SITE CIRCULATION



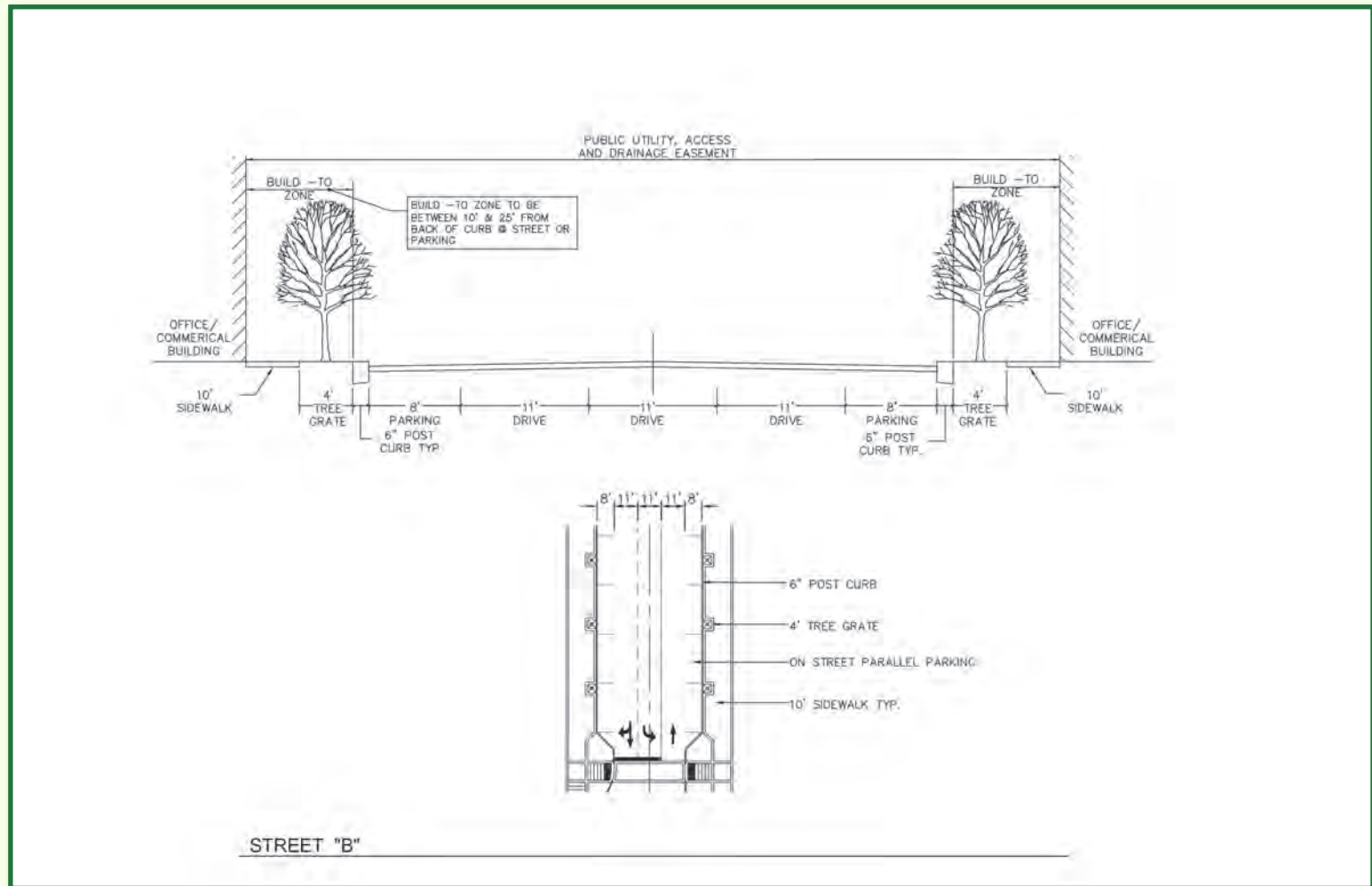
Note: See details on next page for typical street sections.

STREET SECTIONS



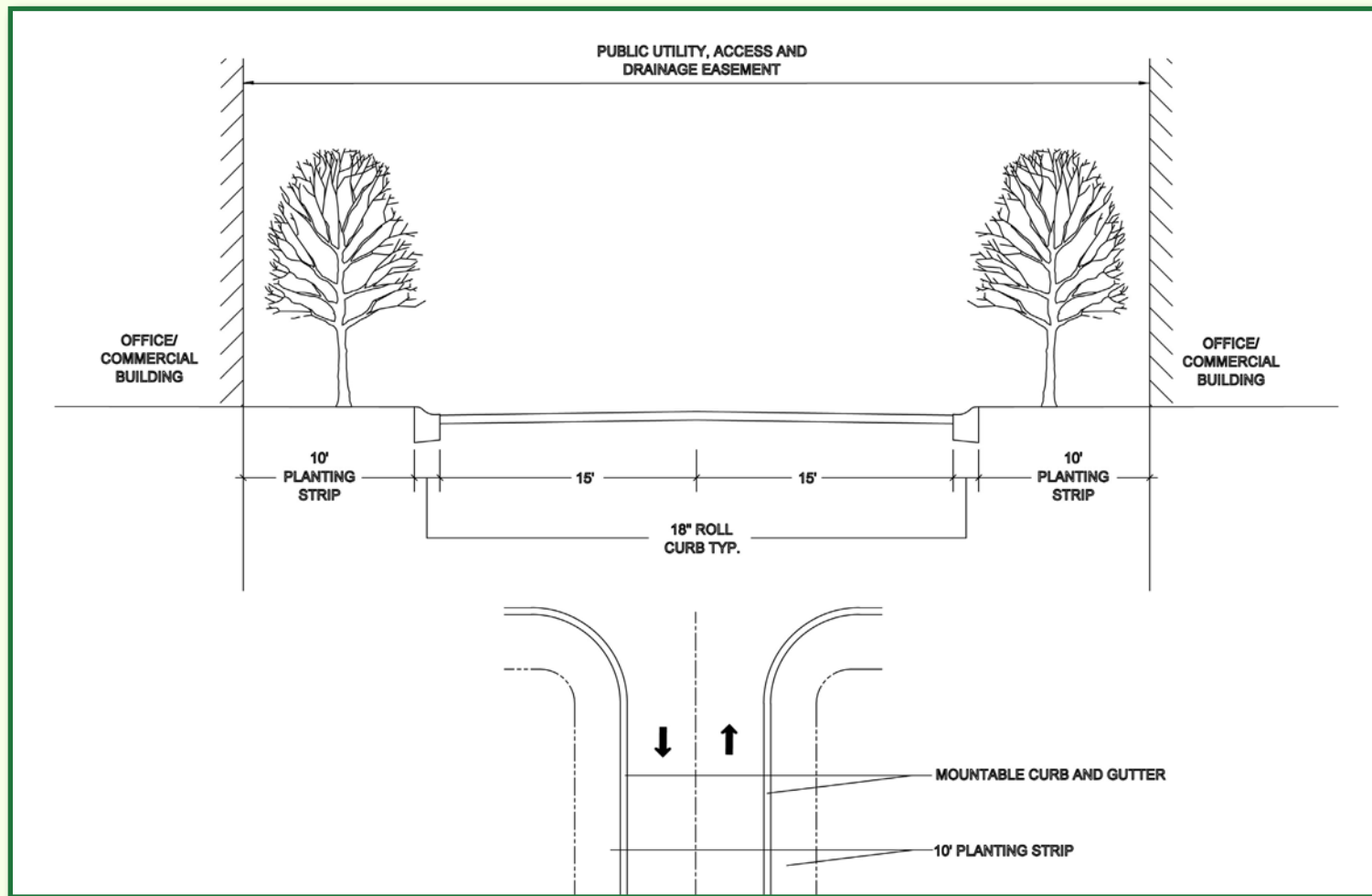
STREET **A**

STREET SECTIONS



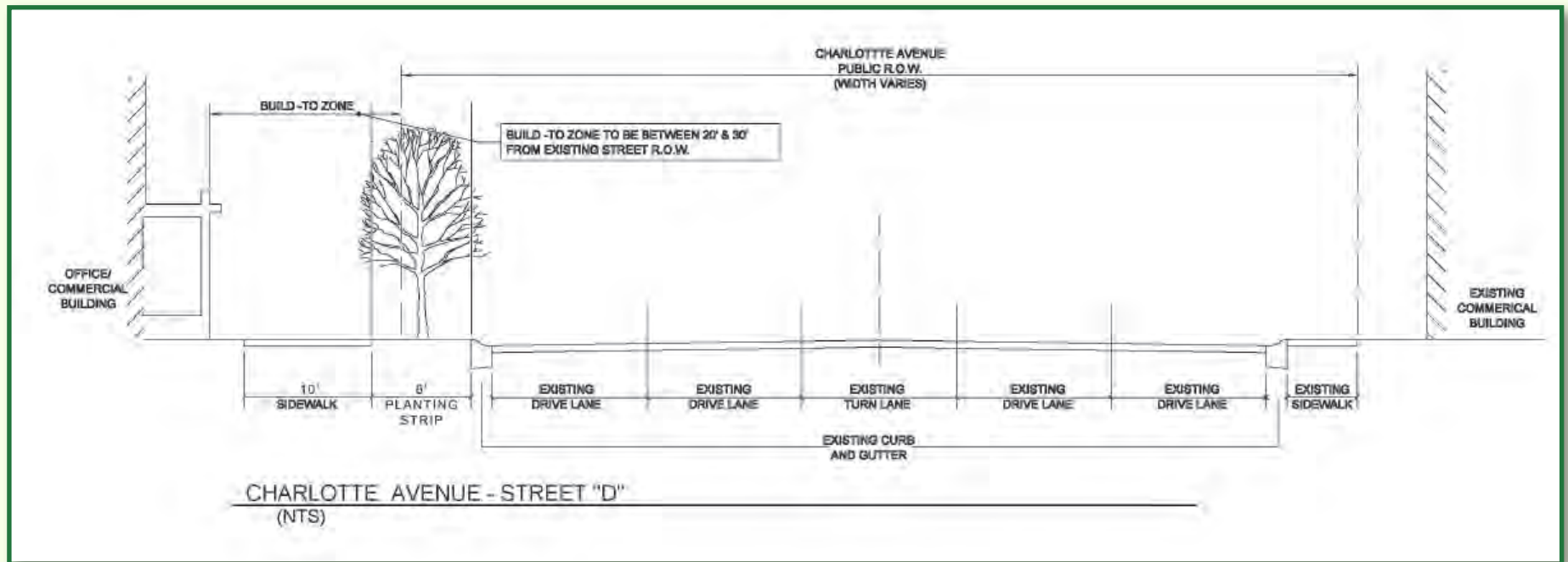
STREET **B**

STREET SECTIONS



STREET **C**

STREET SECTIONS



STREET D

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

TRAFFIC CONDITIONS

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

1. PHASE 1 TRAFFIC CONDITIONS:

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

TRAFFIC CONDITIONS

Traffic Conditions continued....

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

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

2. PHASE 2/FULL BUILD-OUT:

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

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

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

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

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

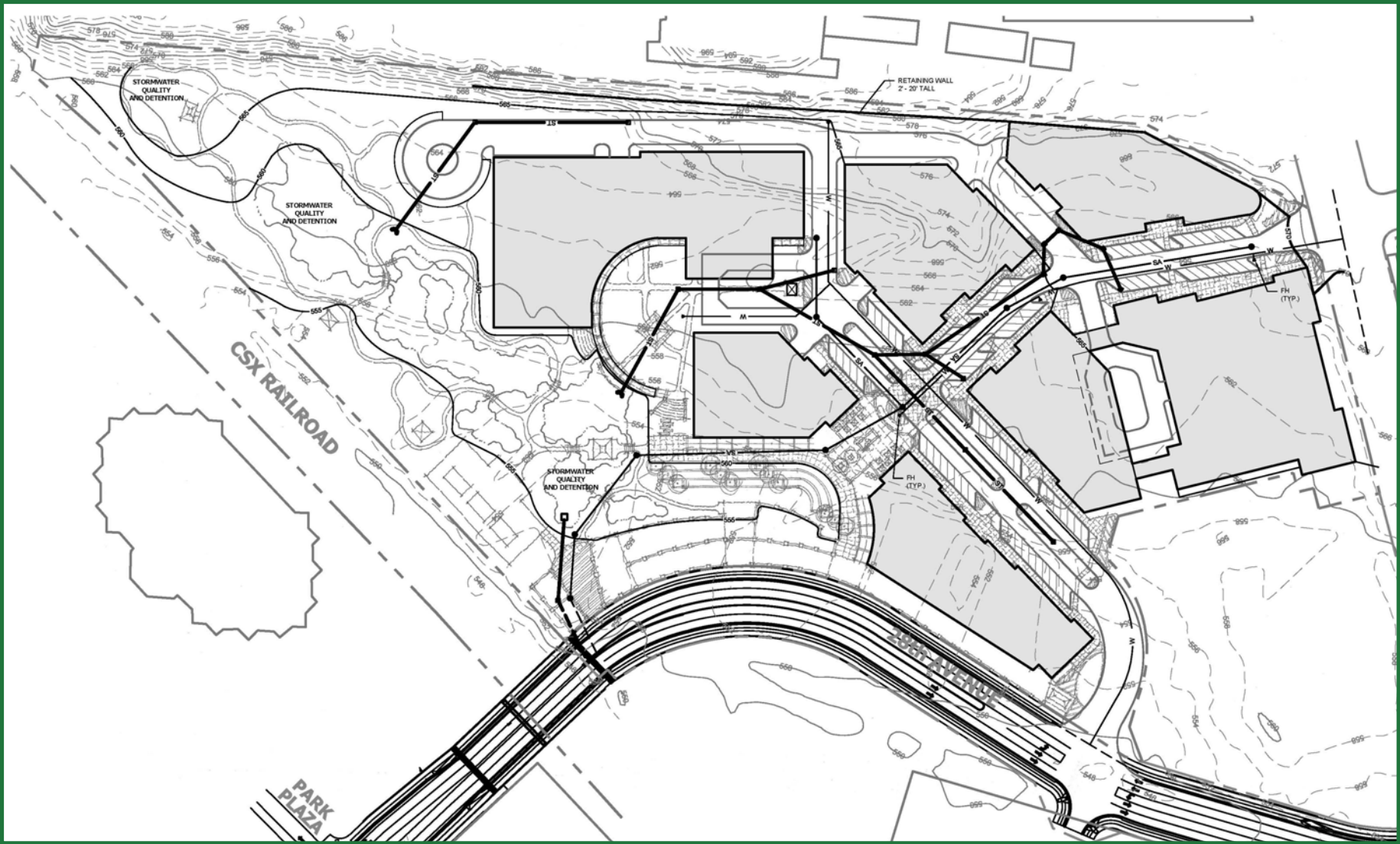
5. A modification to the lanes on the north approach of 28th Avenue at Charlotte Avenue to provide a southbound left turn lane, a southbound through lane, a southbound shared through/right turn lane, and a northbound through lane. The southbound left turn lane will have a minimum storage length of 160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

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

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

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

SITE INFRASTRUCTURE



SUSTAINABILITY



green roofs



building design



water quality

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



alternative transportation



PUBLIC REALM

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

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

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

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

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



STREETSCAPE

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

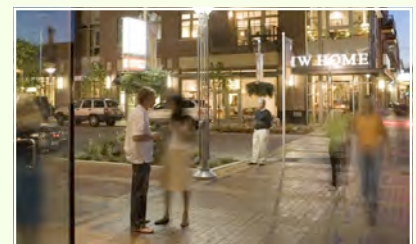
The shared encounters on our streets and open spaces are the very thing that will bring people back to this place. Think of the last place you visited that made you feel as you envision yourself. Was there an attitude about the environment you connected with? Did it feel authentic or contrived? Each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

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

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

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

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



ARCHITECTURAL CHARACTER

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

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

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

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

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



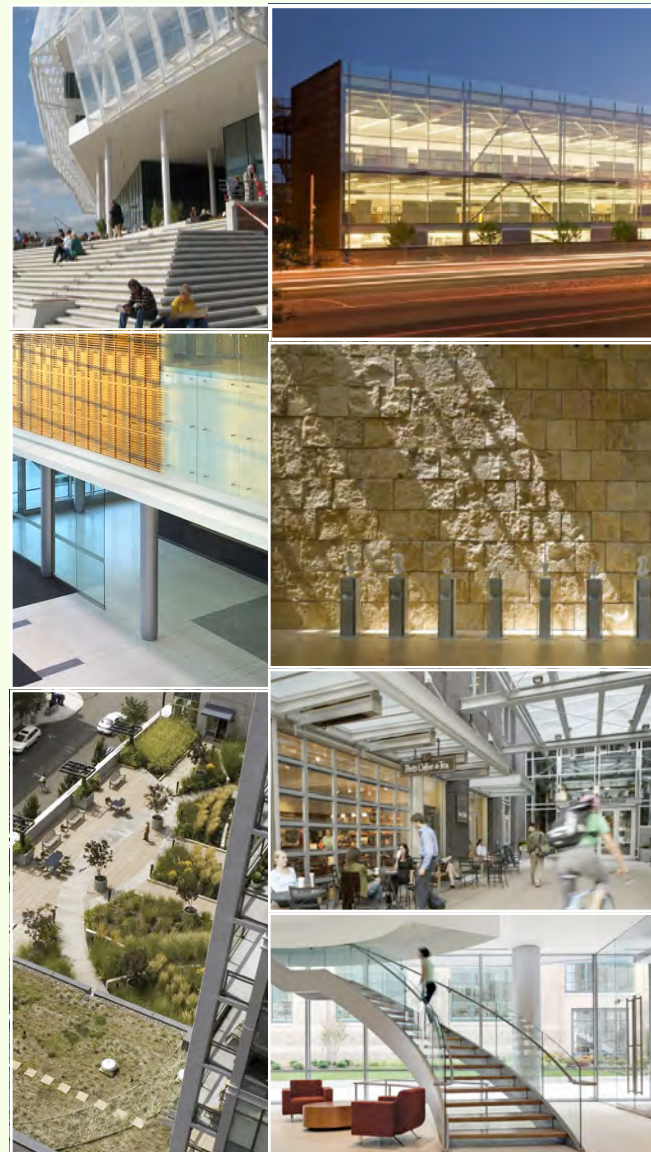
MATERIAL PALETTE

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

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

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

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

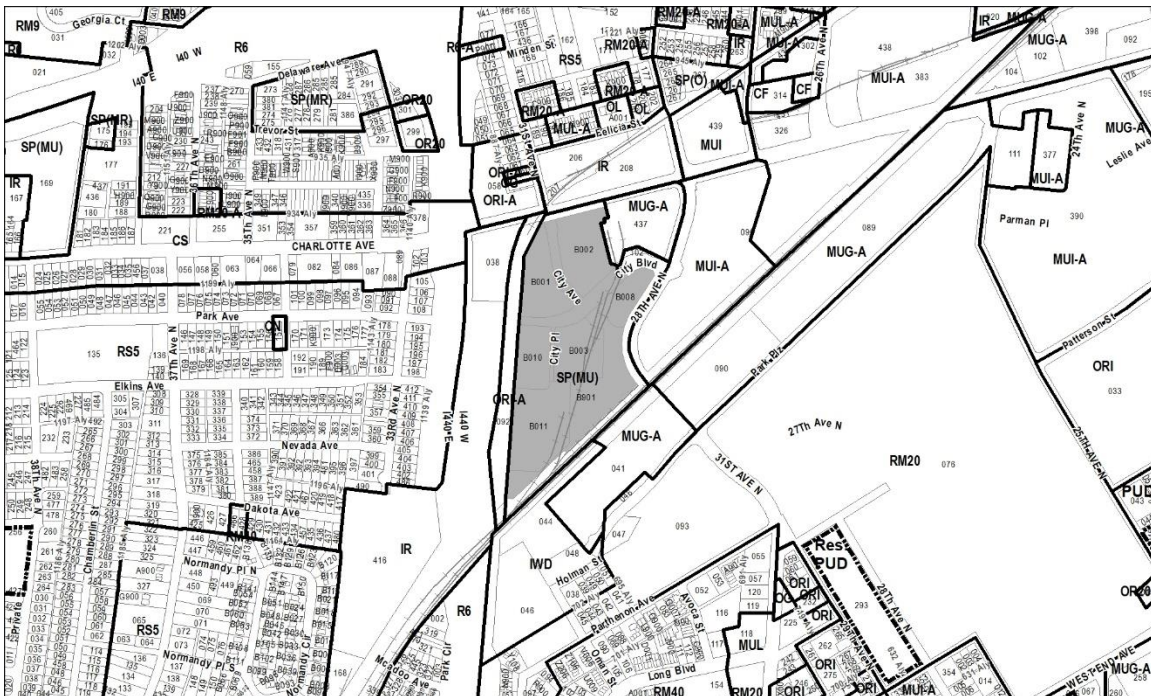


"We believe that this is the right time to begin this process. The economy is showing signs of life. Nashville is at the front edge of the economic recovery and plans for the 28th Avenue Connector make this the perfect location for a new development in Nashville's urban core."

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

Application fee paid by: One City Ryan Doyle

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





Metropolitan Nashville and Davidson County, TN

Legislation Text

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

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-135PR-001).

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

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

By changing from RS5 to RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), being Property Parcel No. 376 as designated on Map 119-05 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

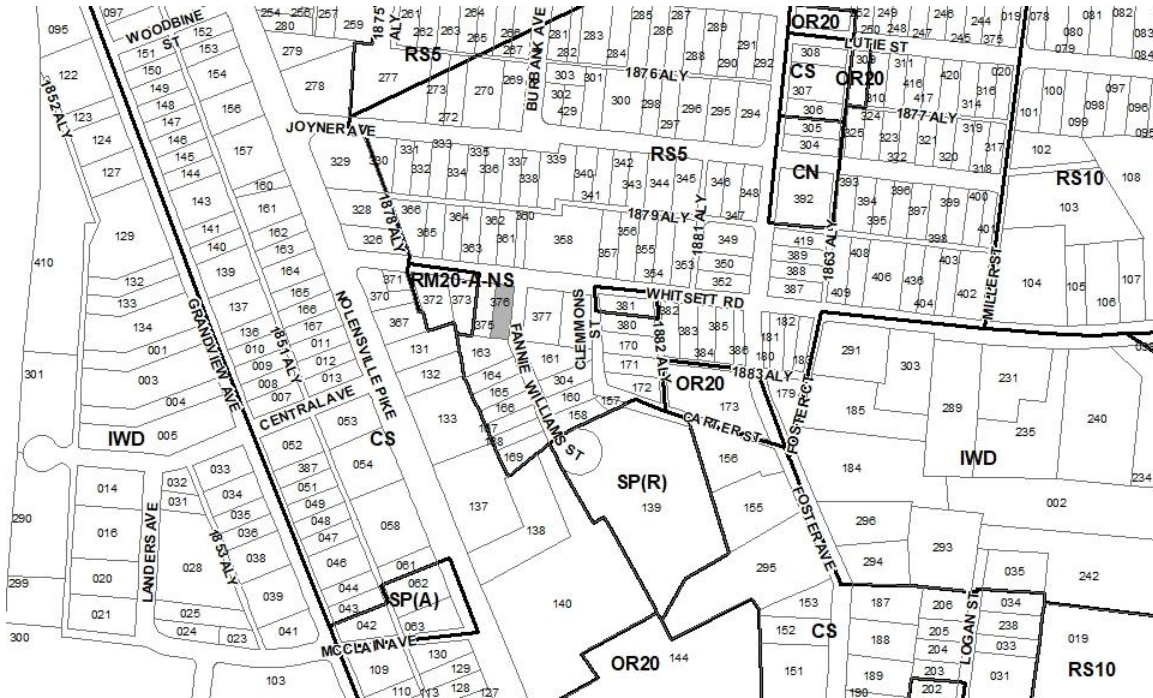
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 119 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

Map & Parcel no. /Owner: Map 119-05, Parcel(s) 376/Martha Carter and Gwendolyn D. Murphy
Requested by: S & H Group

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

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





Metropolitan Nashville and Davidson County, TN

Legislation Text

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

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by cancelling a Planned Unit Development for a portion of property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (11.70 acres), all of which is described herein (Proposal No. 65-76P-003).

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

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

By cancelling a Planned Unit Development for property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (3 acres), being Part of Property Parcel No. 180 as designated on Map 032-00 and Part of Property Parcel No. 003 on Map 041-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

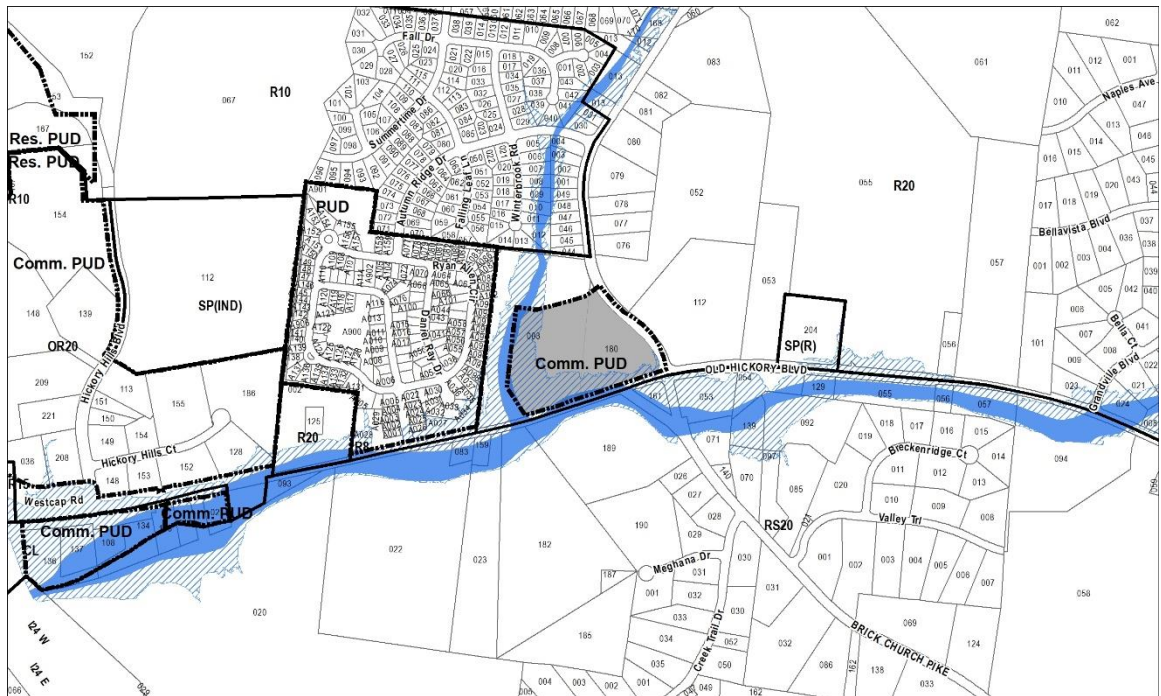
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 032 and 41 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

Map & Parcel no. /Owner: Map 032, part of Parcel(s) 180; Map 041, part of Parcel(s) 003/Gordon F. McCammon and Robert C. Helson
Requested by: Councilmember Jennifer Gamble

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

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





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-618, **Version:** 2

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 17.20.120 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, as amended, 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.

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-618

Mr. President –

I hereby move to amend Ordinance No. BL2021-618 by amending Section 2 as follows:

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~~ 17.20.120 of the Metropolitan Code is exempt from those requirements.

INTRODUCED BY:

Freddie O'Connell
Member of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-619, **Version:** 2

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of the Metropolitan Government of Nashville and Davidson County, to amend Chapters 17.24 and 17.40 to add language pertaining to plans for street trees and streetscape, all of which is described herein (Proposal No. 2021Z-001TX-001)

WHEREAS, The Council of The Metropolitan Government of Nashville and Davidson County has prioritized the preservation of and addition to the urban tree canopy; and

WHEREAS, The Metropolitan Government recognizes the importance of street trees on the health of our environment and the aesthetics of our city; and

WHEREAS, The Metropolitan Planning Department regularly works with communities to plan the future of their major corridors; and

WHEREAS, the citizens of Nashville and Davidson County prioritize the importance of trees in the health and aesthetics of our city.

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

Section 1. That Chapter 17.24 of the Metropolitan Code is hereby amended by adding the following under Article I. - General Provisions:

Upon creation of a plan for street trees and streetscape for a specific geographic area within Davidson County, the Metropolitan Planning Commission shall adopt the plan.

17.24.075 - Plans for Street Trees and Streetscape

A. Review and enforcement. Compliance with a street tree/streetscape plan shall be reviewed and enforced by the urban forester according to the provisions of this section. Where street trees required by an adopted plan are to be located within the public right-of-way, the urban forester shall consult with the director of public works and/or the director of water services, or their designees, in review and enforcement of the plan. A street tree/streetscape plan shall be designated as a layer in GIS and mapping systems, and all parcels affected by a street tree/streetscape plan shall be flagged on all permitting.

B. Applicability.

1. Multi-family or non-residential development or redevelopment. All provisions of this section shall apply to the development or redevelopment of multi-family or non-residential property which includes one or more of the following:
 - a. Construction of a new structure on a vacant lot, including lots on which all structures have been or are planning to be demolished; or
 - b. The cost of any one renovation equal to or greater than fifty percent of the current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than seventy-five percent of the current

- appraised value of all structures on the lot; or
 - c. The cost of any one expansion equal to or greater than twenty-five percent of the current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than fifty percent of the current appraised value of all structures on the lot; or
 - d. The total building square footage of any one expansion is equal to or greater than twenty-five percent of the total square footage of all structures on the lot, or the total building square footage of multiple expansions during any five-year period is equal to or greater than fifty percent of the total square footage of all the structures on the lot.
 - 2. Single-family or two-family construction. All provisions of this section shall apply to the construction of new single-family or new attached or detached two-family structure(s) on a vacant lot, including lots on which all structures have been or are planned to be demolished.
- C. Installation and maintenance.
 - 1. Trees shall be installed according to the provisions of the Metro Nashville Street Tree Specifications prepared and maintained by Metro Water Services in conjunction with Metro Public Works, Planning and Codes.
 - 2. The owner of the property frontage along with the street trees are installed shall maintain the trees installed per this title according to the provisions of the Metro Nashville Street Tree Specifications. The owner of the property frontage shall execute and record a restrictive covenant agreeing to these maintenance responsibilities.
 - 3. Trees installed pursuant to this section shall be eligible for credit toward the tree density required by Article II, Tree Protection and Replacement, of this Chapter.
- D. Modifications and amendments. The urban forester shall have the authority to grant minor modifications to the adopted street tree plan including, but not limited to, adjustments in spacing or planting location that do not alter the overall concept of the adopted street tree/streetscape plan. Minor modifications may be granted based on existing physical site conditions such as utilities, a ditch or drainage ditch, historic wall(s) or stone wall(s), existing trees, or steep topography. Modifications that alter the overall concept of the adopted plan shall be considered major and require amendment of the plan by the Metro Planning Commission.
- E. Waivers and compliance. The zoning administrator may waive, in whole or in part, the requirements of this section upon request by the property owner or its agent due to existing physical features on the property such as utilities, a ditch or drainage ditch, historic wall(s) or stone wall(s), existing trees, steep topography, or other hardship. In addition to the urban forester, the zoning administrator shall consult with the executive director of the planning department, or their designee, and where appropriate the director of public works and/or the director of water services, or their designees, prior to making any final determination.
- F. Appeals to the Board of Zoning Appeals. The provisions of this section may be varied or interpretations appealed in conformance with Chapter 17.40, Administration and Procedures. The board of zoning appeals may require a contribution to the tree bank, as provided for in Section 17.40.480 of this title, or other appropriate mitigation for the loss of the trees required by the street tree/streetscape plan as a condition of the variance. The board of zoning appeals shall not accept an application until the zoning administrator has made a determination on the requirement as set forth in this chapter.

Section 2. That Subsection 17.40.340.B of the Metropolitan Code is hereby amended by adding the following to the list of Sections/Tables that may not be varied without first considering a recommendation from the planning commission:

Section 17.24.075

Section 3. This Ordinance shall take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance, as amended, authorizes the Planning Commission to adopt a street tree and/or streetscape plan for specific geographic areas within Davidson County. The urban forester would be tasked with review and enforcement of a street tree/streetscape plan. These provisions would be applicable to single- or two-family construction of new single-family or attached or detached two-family structures on a vacant lot, including lots where all structures have been or are planned to be demolished and multi-family or non-residential development or redevelopment which includes one or more of the following:

- a. Construction of a new structure on a vacant lot, including lots on which all structures have been or are planning to be demolished; or
- b. The cost of any one renovation equal to or greater than fifty percent of the current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than seventy-five percent of the current appraised value of all structures on the lot; or
- c. The cost of any one expansion equal to or greater than twenty-five percent of the current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than fifty percent of the current appraised value of all structures on the lot; or
- d. The total building square footage of any one expansion is equal to or greater than twenty-five percent of the total square footage of all structures on the lot, or the total building square footage of multiple expansions during any five-year period is equal to or greater than fifty percent of the total square footage of all the structures on the lot.

Trees would be required to be installed and maintained according to the provisions of the Metro Nashville Street Tree Specifications. Trees installed pursuant to this ordinance would be eligible for credit toward the tree density requirements.

The urban forester could make minor modifications to the plan based on existing physical site conditions. However, amendments that alter the overall concept of the plan would be required to go before the Planning Commission. The Zoning Administrator would be authorized to waive, in whole or in part, requirements of this ordinance upon request of the property owner or its agent due to existing physical features. Decisions on waivers would be made in consultation with the urban forester, and, if applicable, the director of Metro Public Works, the director of Metro Water Services, or their designee.

The provisions of this ordinance could be varied or appealed to the Board of Zoning Appeals. The BZA could require a contribution to the tree bank or other appropriate mitigation as a condition of the variance.

This ordinance was approved with an amendment by the Planning Commission.

**AMENDMENT NO. _
TO
ORDINANCE NO. BL2021-619**

Mr. President –

I move to amend Ordinance No. BL2021-619 as follows:

- I. By amending Section 1 to add the following sentence immediately following the section title and preceding the numbered standards:

Upon creation of a plan for street trees and streetscape for a specific geographic area within Davidson County, the Metropolitan Planning Commission shall adopt the plan.

- II. By further amending Section 1 by deleting Section 17.24.075.A in its entirety and renumbering the subsequent sections.

Sponsored by:

Mary Carolyn Roberts
Member of Council



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 approved by the ECD Board and the Planning Commission. The required report from the Historical Commission has been provided to the 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 Renaming*

*** Before filing this application, please review checklist on the back of this application. ***

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 1-21-2021

Street Location & Proposed Name: CARNEY ST TO BE RENAMED "BIANCA PAIGE WAY"

Describe where renaming will occur and the proposed name

FROM 4TH AVE S NORTHEASTWARDLY TO ENSLEY BLVD

Reason for Renaming: (If street name is in honor of an individual, please attach a biography of individual.)
To honor Bianca Paige for her activism and fundraising for AIDS-related Nashville charities, her status as a Nashville drag icon, and her unrecognized heroism in celebrating and advocating for LGBTQ+ Nashvillians.

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☐ Engineer ☐ Property Owner ☒ Other: Metro Councilmember

Name: Councilmember Colby Sledge

Business: _____

Address: 1 Public Square, Suite 204

City: Nashville State: TN Zip: 37219

Phone: 615-862-6780

business home business mobile

Fax: _____
business home business mobile

E-mail: colby.sledge@nashville.gov

Applicant's Signature: [Signature]

Filing Fee (All application fees are non-refundable)

Street / Alley Renaming \$200.00

Amount paid: \$ N/A

Accepted by: [Signature]

Date: 1-21-2021

Mandatory Referral ✓ Checklist

☒ Mandatory Referral Application

☒ Filing Fee \$200 (All application fees are non-refundable)
Cash or check. If check, make payable to "Metropolitan Government". Credit cards not accepted.

☒ Property Map
Highlight with marker location of street or alley to be renamed.

☐ Property Owner Signatures
Signatures of all property owners abutting street (or section) to be renamed, agreeing to proposed new street name. (Try and get as many as you can. The more the better otherwise street's renaming could be delayed by people being confused or objecting to renaming).

☒ Biography
If the street is to be renamed after an individual, a biography of that individual must be submitted with this application. (Streets cannot be renamed after living persons or persons who have died within two years of this application's submittal.) Failure to provide this information will deem your application *incomplete* and postpone your application's consideration by the Metropolitan Planning Commission.

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

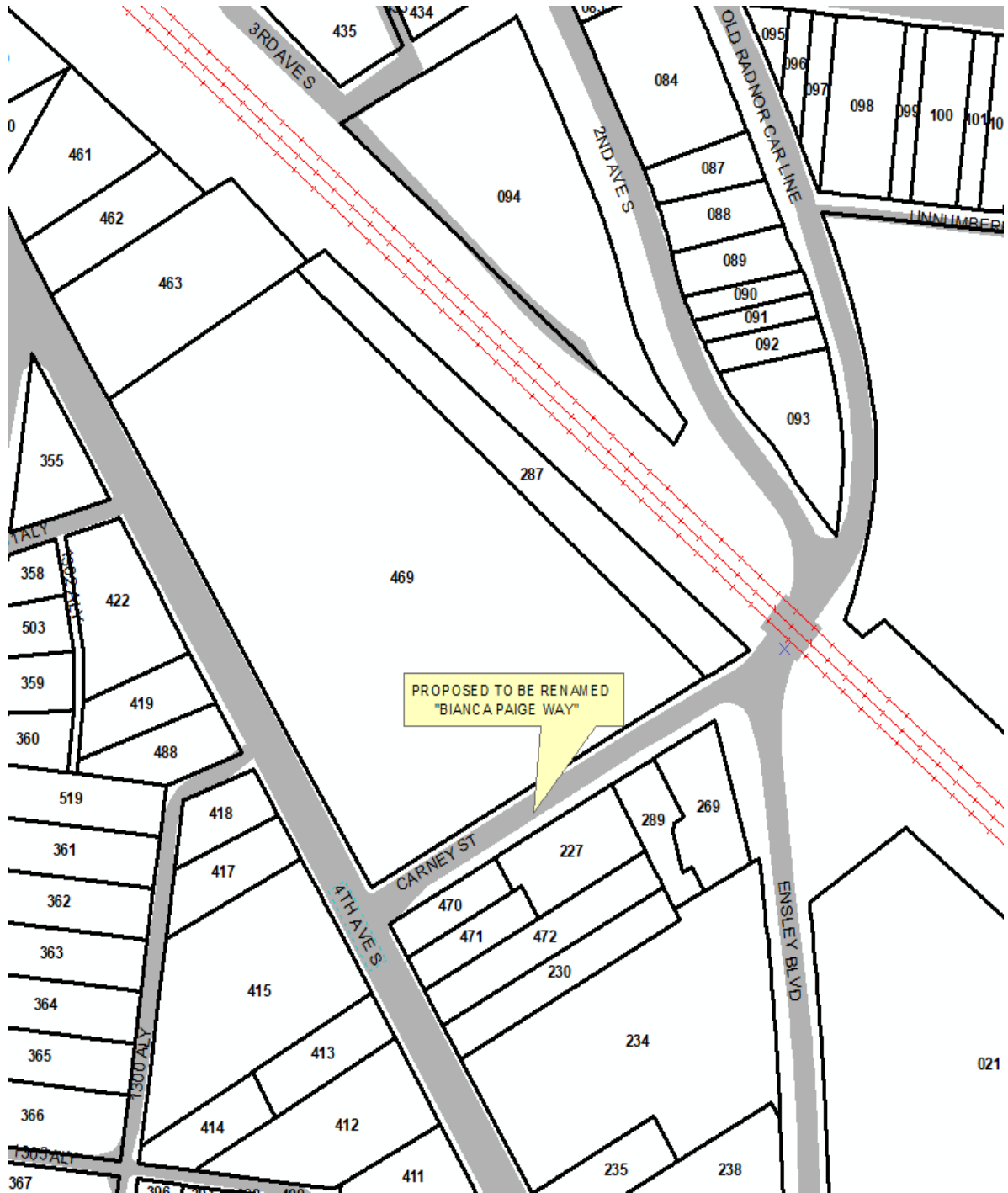
As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Planning Commission to rename our street. We live adjacent to this street and consider ourselves an affected property owner.

If this street is renamed, we understand the following process will occur and by our signature agree to this occurring:

- I/we understand that if the Metro Council should decide to rename this street, the Metro Public Works Department will notify the U.S. Post Office of the name change. The Post Office will deliver mail addressed to my current street name for one year after the new street name is approved. Thereafter, it will be returned to the sender. I understand I am responsible for notifying all family, friends, credit card companies, banks, mortgage companies, insurance companies, governmental agencies (e.g. Social Security, IRS, TennCare) etc. of the street name change should it be approved.
- I/we understand street renamings require a recommendation to the Metro Council from the Metro Planning Commission and the E-911 Board.
- I/we understand that not everyone who lives on the street must approve the street renaming. It may be renamed in spite of objections by property owners by the Metro Council in order to protect the public health, safety, and welfare and to improve E-911 efficiency and system operations.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
MTP-1414 14TH AVE S, LLC	1414 14TH AVE S NASHVILLE, TN 37210		105-7 105-8	469 287
PROPCO-303 CARNEY ST, LLC	303 CARNEY ST NASHVILLE, TN 37210		105-8	269
JENNIFER YUEN LE	305 CARNEY ST NASHVILLE, TN 37210		105-8	289
PROPCO-1500 4TH AVE S, LLC	307 CARNEY ST NASHVILLE, TN 37210 1500 4TH AVE S NASHVILLE, TN 37210		105-8 105-7	227 470

Exhibit A



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR



DEPARTMENT OF PUBLIC WORKS
750 S. 5TH STREET
NASHVILLE, TENNESSEE 37206

Memorandum

To: Lucy Kempf, Planning Department

From: Bonnie Crumby, Public Works

Date: January 21, 2021

REF: Carney St proposed to be renamed "Bianca Paige Way"
Map 105-7,8 / District 17

Attached is the Mandatory Referral Application from Councilmember Colby Sledge requesting that Carney St be renamed "Bianca Paige Way". It is requested that this application be accepted without the adjoining property owners' signatures.

The following portion of roadway is proposed to be renamed:

Carney St from 4th Ave S northeastwardly to Ensley Blvd is to be renamed "Bianca Paige Way".

A biography for Bianca Page is included with the application.

Also included is a portion of the Property Map showing the location of the Carney St requested to be renamed.

Please process this application. Let me know if you have any questions regarding the proposed street renaming.

cc: Colby Sledge, 17th District Council Member
Sharon O'Conner, Planning Department
Lisa Milligan, Planning Department
Shawn Shepard, Planning Department
Danielle Godin, Council Office



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Metropolitan Historical Commission
Metropolitan Historic Zoning Commission
Sunnyside in Sevier Park
3000 Granny White Pike
Nashville, Tennessee 37204
Telephone: (615) 862-7970

To: Metropolitan Council
From: Metropolitan Historical Commission, Staff
Date: February 12, 2021
Re: Bill No. 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 Number 2021M-002SR-001).

The subject road, Carney Street, was previously known as “Cass Street.” Although the original date of construction is not known, the mapped route appears by 1857, when it was shown as “Cass Street,” a road measuring 40 feet wide and 32.8 poles long, on the exhibit plat filed with Chancery Court case *Felix R. Rains et als vs Enoch Ensley Jr et als* (Fig. 1).¹ The court case addressed the subdivision of two lots of the estate of John Rains.

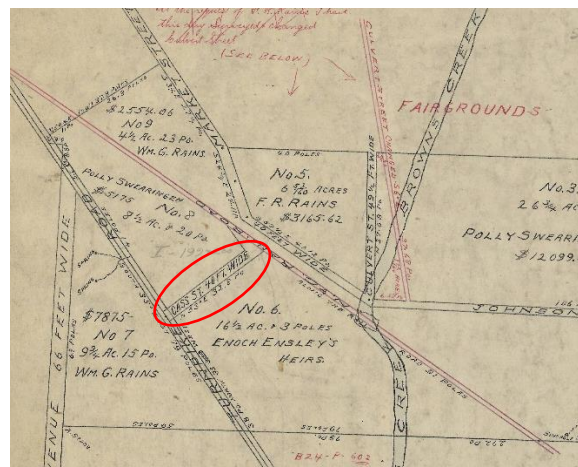


Figure 1: *Felix R. Rains et als vs Enoch Ensley Jr et als* (1857). Source: Metropolitan Government Archives.

¹ Felix R. Rains et als vs Enoch Ensley Jr et als, Chancery Court of Davidson County Minute Book E, page 357, Misc. Plat Book 1, page 116. Notations indicate updates to the plat were recorded March 25, 1857 (shown). 32.8 poles = 541.2 feet. These are the approximate dimensions of the current Carney Street.

Nine years later, Lot No. 8 of the subdivision, which had been assigned to Polly Swearingner in 1857, was subdivided through the County Court. Recorded in December 1866, the exhibit plat showed the road, but did not identify the street by name (Fig. 2).²

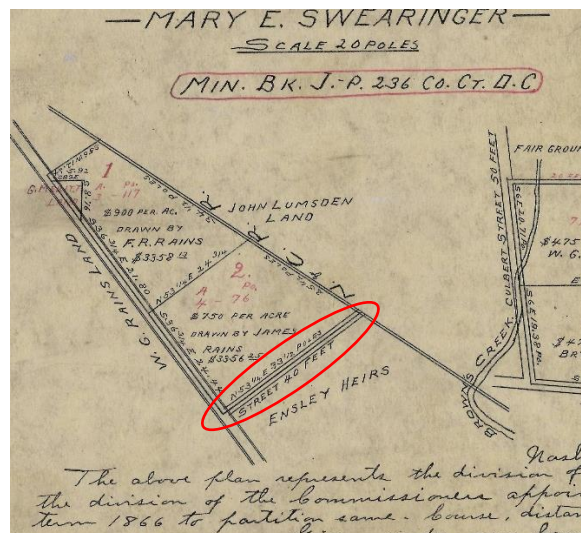


Figure 2: Plan of the Division of the Lands of Mary E. Swearingner (1866). Source: Metropolitan Government Archives.

In 1875, Lot 2 of the Swearingner Lands, drawn by and assigned to James Rains in 1866, was subdivided into two lots. Once again, the road was shown as Cass Street (Fig 3).³

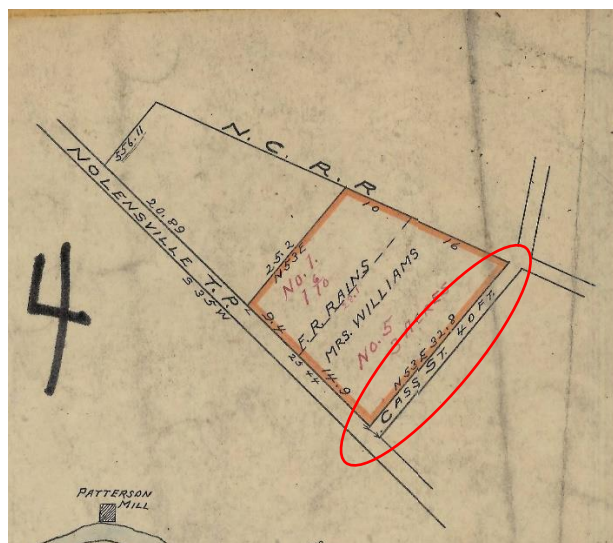


Figure 3: Plans of James Rains, Rains v Rains (1875). Source: Metropolitan Government Archives.

² Plan of Division of Lands, Mary E. Swearingner, Case of Felix R. Rains and others in regard to the Swearingner Lands, County Court of Davidson County, Minute Book J, page 236, Misc. Plat Book 1, page 155, December 13, 1866.

³ Plans of James Rains, deceased, Lands Divided, Case of Felix R. Rains et al vs W.G. Rains, County Court of Davidson County, Minute Book O, page 174, Misc. Plat Book II, page 4, February 6, 1875.

Meanwhile, lots southeast of Cass Street, assigned to Enoch Ensley and heirs in 1857, were subsequently divided through Chancery Court case *J.C. Provine vs E. Ensley and others* with plats recorded on August 27, 1868 and June 3, 1874 (Fig. 4).⁴ Again, the street name was not noted.

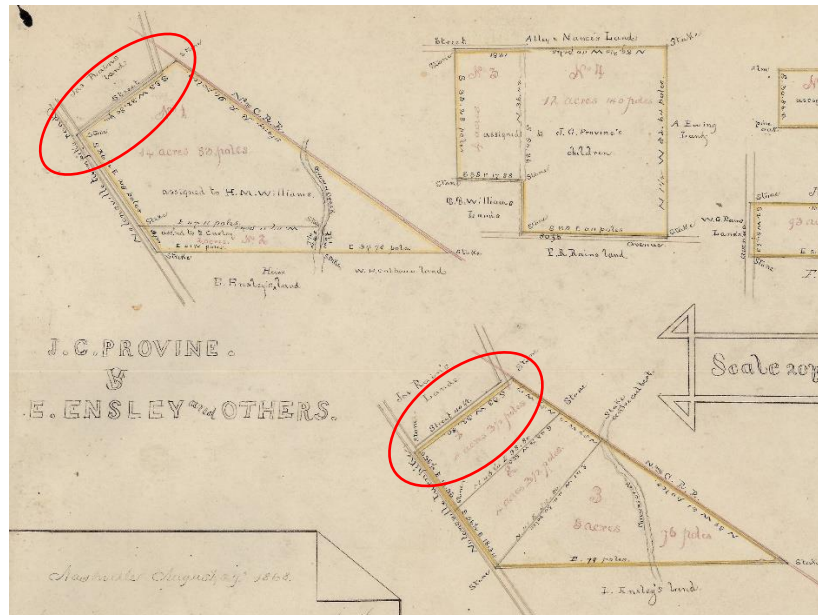


Figure 4: *J.C. Provine vs E. Ensley and others* (1868, 1874). Source: Metropolitan Government Archives.

Carney Street first appears in the 1896 Nashville city directory as “ ‘Carney,’ ” running from Nolensville Pike east to N.C. & St. L. railway. In the directory, the name of the street is in quotation marks, unlike other streets, which suggests that it was not an official street, was an alley, or perhaps the name was relatively new.⁵ Regardless of its status, Carney appears on the street map included with the 1896 city directory (Fig. 5). At the time, it was located outside of the corporation limits. The following year, the name Carney was not printed in quotations and the street was noted as being in District 9 (of Davidson County). In 1907, the City of Nashville annexed the area surrounding Carney Street into Nashville’s corporation limits.

⁴ *J.C. Provine vs E. Ensley and Others*, Chancery County Plat Book 1, page 37, August 27, 1868 and June 3, 1874. Ensley Boulevard will be constructed across this property in the early 1900s.

⁵ City Directory, 1896, page 11. Byrum, a street near Rains Avenue and Wingrove Street, also appeared in quotations.

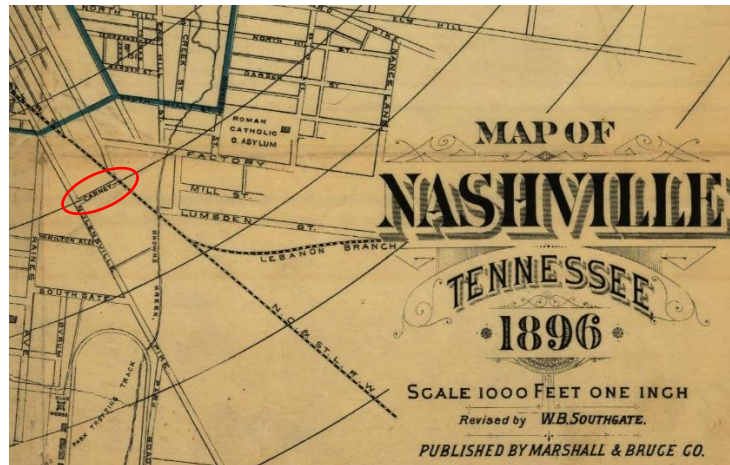


Figure 5: Map of Nashville, 1896. Source: Metropolitan Historical Commission.

Both Carney Street and Cass Avenue/Street appear on maps from 1907 and 1908 (Fig. 6).⁶ The “new” Cass was probably constructed around this time. A road named “Cass” located in South Nashville does not appear in the city directory until 1908, and the 1909 city directory reflects an almost immediate name change. Cass Street, from 4th Avenue South to N&C Railroad, was renamed “Gray Street” in 1908, for continuity with a portion of Gray Street located east of the railroad (now 3rd Avenue South, per Ordinance No. BL2019-112).⁷ This name change would also alleviate any confusion with the Cass Street located in North Nashville, which had appeared in city directories as early as 1877. Metro Government closed the renamed portion of Gray Street, located northwest of Carney Street, in 1981.⁸

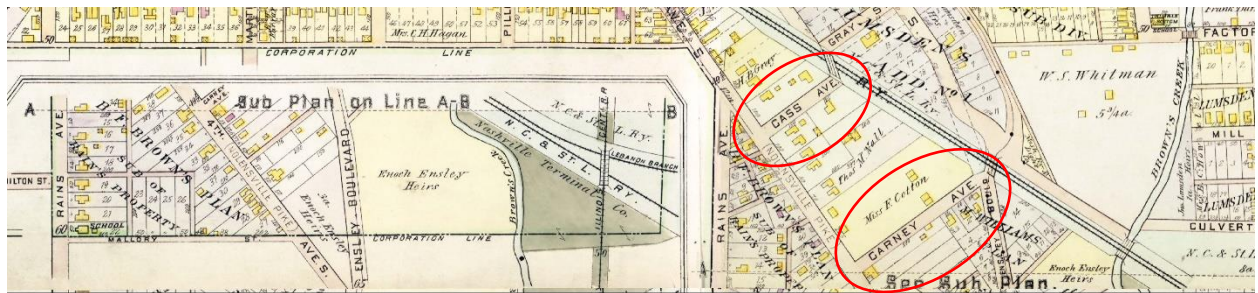


Figure 6: Atlas of the City of Nashville, G.M. Hopkins, 1908. Source: Metropolitan Historical Commission.

Despite the use of the name Carney on maps and in city directories, plats drawn after 1896 continued to show the name “Cass” when first recorded, including the “Map of Melville Williams Subdivision” recorded in 1904 and “Survey of Property, Ensley Blvd and Nolensville Pike” recorded in 1926. The Melville Williams plat shows the street labeled as “Carney or Cass”

⁶ G.M. Hopkins, Atlas of the city of Nashville, Tennessee: from official records, private plans and actual surveys. Philadelphia: Hopkins, 1908. “Atlas of the City of Nashville 1908.” Also available through <https://digital.library.nashville.org/digital/collection/nr/id/1007/rec/48> (accessed 12 February 2021).

⁷ Name change approved by Ordinance 063, May 14, 1908, Minute Book 12, page 244.

⁸ Closed per Ordinance 081-497, April 7, 1981, Council Minute Book M47, page 225.

Street” with “Cass” scratched out (Fig. 7).⁹ Likewise on the “Survey of Property,” pencil notations state “now Carney Street” alongside the Cass Ave label (Fig. 8).¹⁰

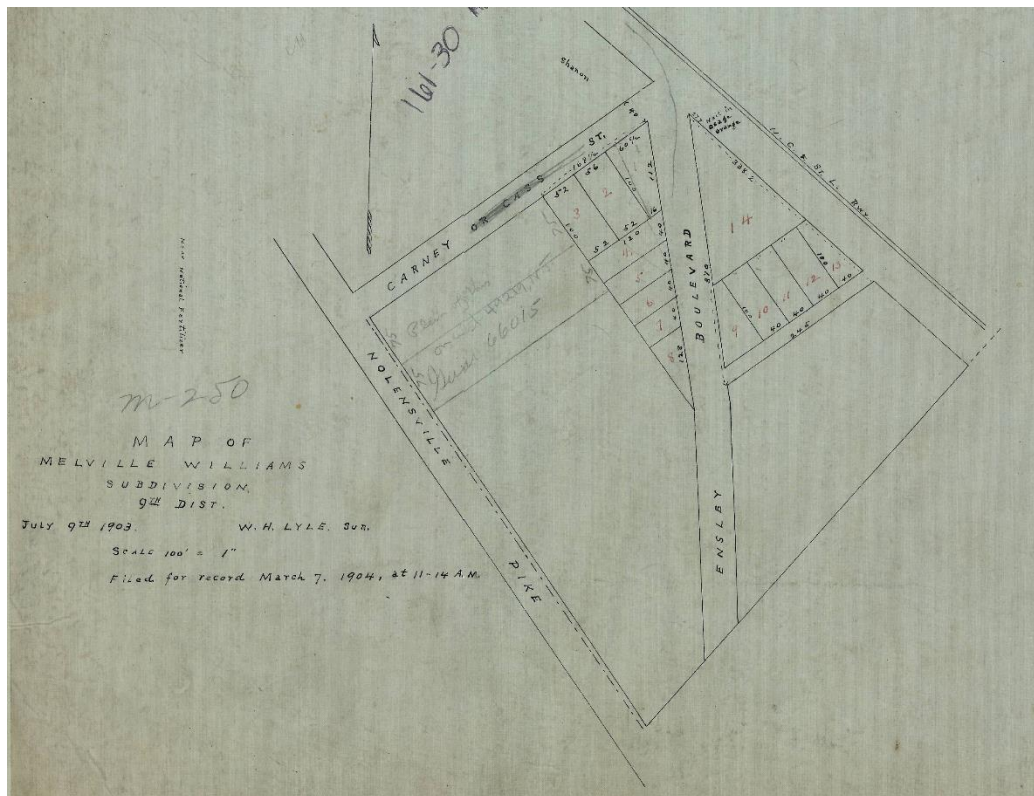


Figure 7: Map of Melville Williams Subdivision (1904). Source: Metropolitan Government Archives.

⁹ Map of Melville Williams Subdivision, Plat Book 161, page 30, recorded March 7, 1904.

¹⁰ Survey of Property, Ensley Blvd and Nolensville Pike, Misc. Plat Book 2, page 122, recorded December 17, 1926. Records from Metro Public Works from 1929 and 1930 show separate files for Carney Street and Cass Street (Gray Street), confirming that these streets are not the one and the same.

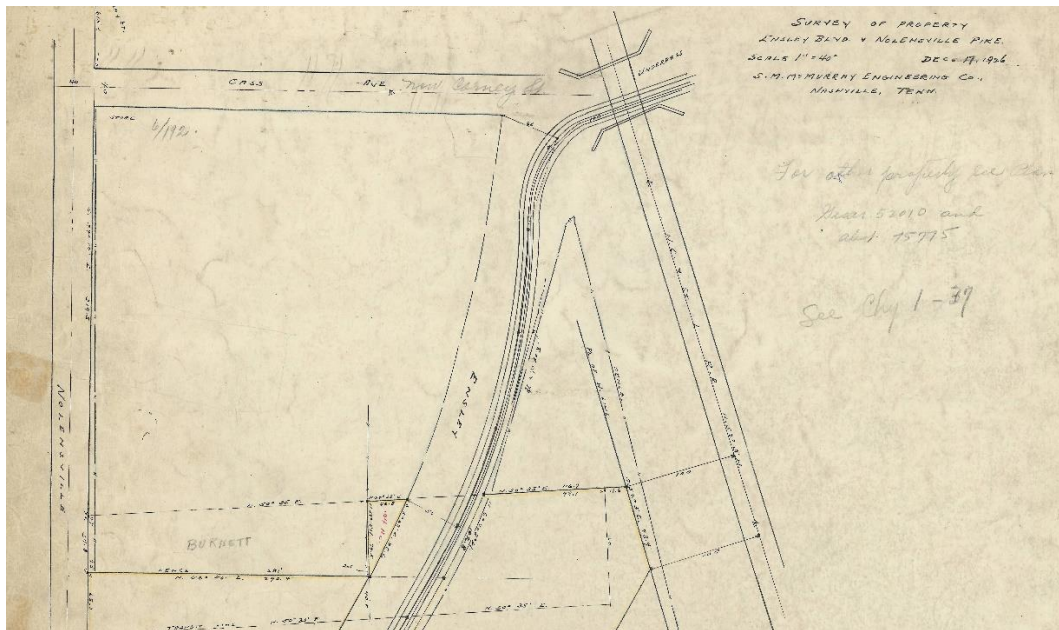


Figure 8: Survey of Property, Ensley Blvd and Nolensville Pike (1926). Source: Metropolitan Government Archives.

Carney Street was likely named for Michael and Mary (Loftus or Loftis) Carney who first purchased land here from H.M. “Melville” Williams in 1867.¹¹ The property was part of that which was assigned to H.M. Williams in the *Provine v Ensley* plats shown in Figure 4. The road, which served as a boundary for this property, was called “Market Street extended” in the associated deeds. According to Nashville city directories, Michael Carney was a grocer. Michael and Mary were born in Ireland.¹² He was born around 1814, and she was born around 1830. The date of their arrival(s) in Nashville is not known, but he may have appeared in the Nashville city directory by 1866 as “Mike” who was employed at a provision store on the east side of South Cherry Street. In 1867, the city directory lists Michael Carney, employed as a grocer on South Cherry. According to the census, Michael could not read or write, and deeds show he used his mark for a signature. By 1870, he reported real estate holdings of \$500. Like many of Nashville’s Irish immigrants, he was a member of an Irish voluntary association. When he died in 1891, the Hibernian Benevolent Society announced a called meeting to arrange attending the funeral of Carney, “a deceased brother member.”¹³

Michael and Mary had four children: Sarah Teresa Carney Lehi, Maggie Carney, John W. Carney, and Mary Elizabeth “Mamie” Carney Burke. After Michael’s death, Mary was listed in the 1898 Nashville city directory as the widow of Michael, residing on South Cherry at the corner with Carney’s Alley. At the time of her death on March 13, 1907, Mrs. Carney lived at

¹¹ H.M. Williams to Michael Carney, Deed Book 38, page 314, recorded August 14, 1867. Carney purchased additional land from Williams in 1872. City directory entries for Michael Carney show his residence at Nolensville Pike or South Cherry Street, depending on the year of publication. South Cherry Street is the former name of Fourth Avenue South, which becomes Nolensville Pike just south of this location.

¹² 1870 and 1880 United States Census.

¹³ “Locals: Called Meeting of Hibernian Society,” *Nashville Banner*, Saturday, Sept 5, 1891, 5.

1342 Fourth Avenue South (formerly Cherry Street).¹⁴ Today, this address appears to be a part of the larger parcel located at 1414 Fourth Avenue South, at the corner with Carney Street.

Michael Carney died intestate, but Mary's will provides insight into what family property she retained after his death. In her will, Mary left the "Home Place" to her daughter Mamie, wife of M.J. Burke, the home place "being a northerly part of the lot purchased by my husband Michael Carney from H.M. Williams in August 1867 and conveyed to me by my said husband by deed dated August 29, 1867."¹⁵ Mary left the remaining portion of this property to her daughter Sarah. To her daughter Maggie, she left property she acquired from Mrs. Ann Byrd in 1892.¹⁶ For her son John, she made arrangements to take the 3/4 interest that the three daughters collectively held in property on the west side of Nolensville, each having received 1/4 interest upon their father's death, and transferred it to her son, so he would have the full interest in the property.¹⁷

In summary, the route for Carney Street was established by 1857 and the name Carney was in use by 1896.

¹⁴ Mary Carney obituary, *Nashville Banner*, Thursday, March 14, 1907, 8. Mrs. Carney's funeral mass was held at St. Patrick's Church. She is buried at Calvary Cemetery (aka Mt. Calvary). It is presumed that Michael is buried there as well.

¹⁵ Will of Mary Carney probated in Davidson County on March 25, 1907, Minute Book 10, page 43. Wills, Vol. 36, 1902-1908. Ancestry.com. Tennessee, U.S., Wills and Probate Records, 1779-2008 [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2015. Original data: Tennessee County, District and Probate Courts. Michael Carney to Mary Carney, Deed Book 38, page 359, recorded August 30, 1867.

¹⁶ Ann Byrd to Mary Carney, Deed Book 162, page 625, recorded April 22, 1892.

¹⁷ BF Brown to M Carney, Deed Book 132, page 396, recorded October 30, 1889. Lots 38 and 37 of BF Brown's Plan of the Rains Spring property.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-633, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), all of which is described herein (Proposal No. 2021Z-001PR-001).

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

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

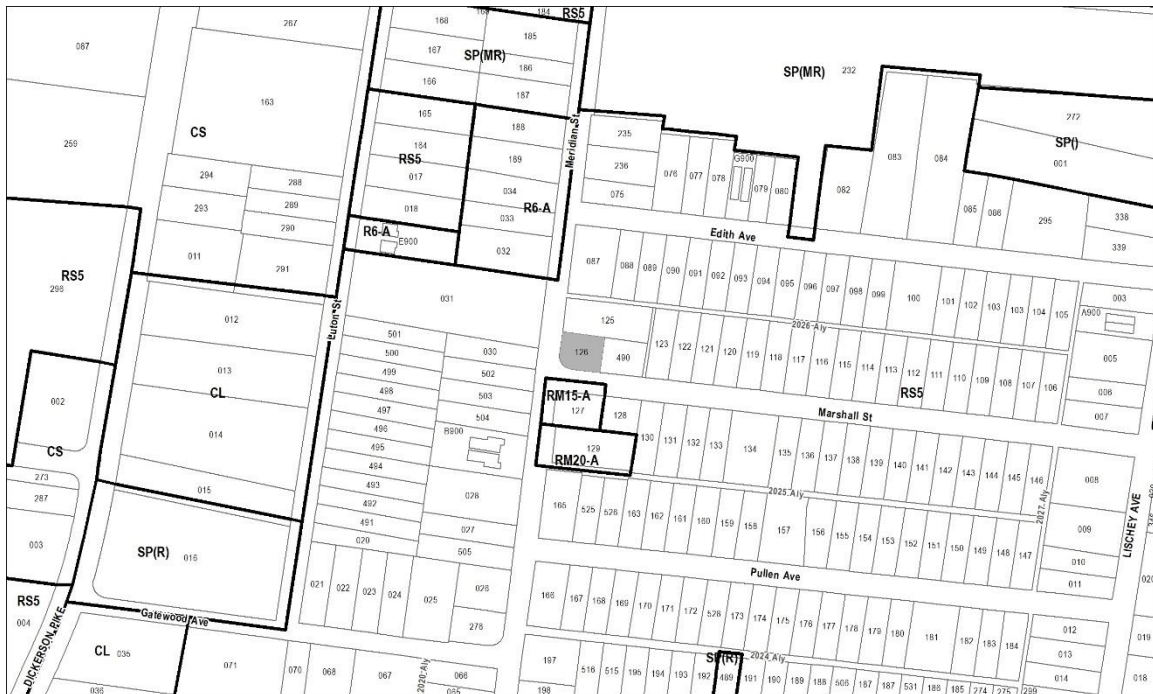
By changing from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), being Property Parcel No. 126 as designated on Map 071-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2021Z-001PR-001
Map 071-11, Parcel(s) 126
Subarea 05, East Nashville
District 05 (Sean Parker)
Application fee paid by: FED Development LLC

A request to rezone from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), requested by Civil Site Engineering, LLC, applicant; Fed Development, LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-636, Version: 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

Map & Parcel no. /Owner: Map 081-11, Parcel(s) 598, Pete Connerth, Pete Connerth
Application fee paid by: Peter Connerth
Requested by: Pete Connerth

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

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

By changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, being Property Parcel No. 598 as designated on Map 081-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

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

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by the R6-A zoning district.

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

1. Vehicular access shall be limited to alley.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

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

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

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the R6-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

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

Replace with Agenda Analysis Text

ORDINANCE NO. _____

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

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

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

By changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, being Property Parcel No. 598 as designated on Map 081-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

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

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by the R6-A zoning district.

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

1. Vehicular access shall be limited to alley.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.

3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

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

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

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the R6-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

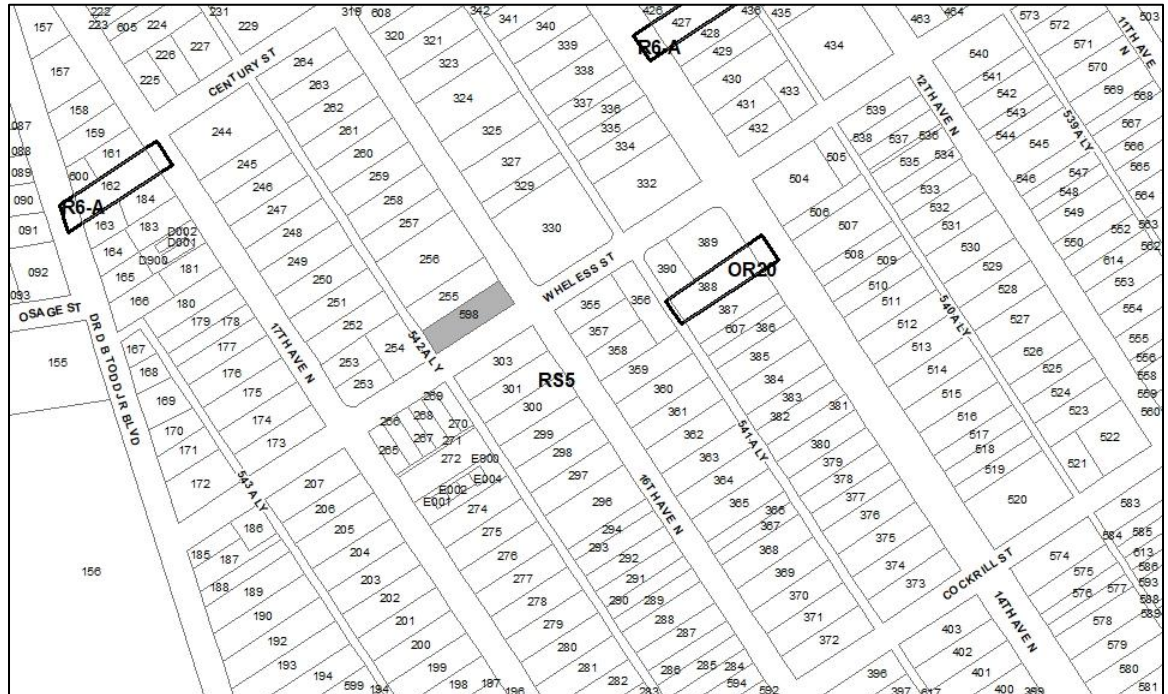
Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Brandon Taylor

2020SP-029-001
1604 WHELESS STREET SP
Map 081-11, Parcel(s) 598
Subarea 08, North Nashville
District 21 (Taylor)
Application fee paid by: Peter Connerth

A request to rezone from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, requested by Pete Connerth, applicant and owner.



1604 Wheless Street (SP)

Development Summary		Site Data Table	
SP Name	1604 Wheless Street SP	Site Acreage	0.2 ac
SP Number	2019SP-029-001	Existing Zoning	RS5
Council District	21	Proposed Zoning	SP-R
Map & Parcel	Map 080-11, Parcel 598	Allowable Land Uses	All uses permitted by R6-A

Specific Plan (SP) Standards

1. Uses within this SP shall be limited to all uses permitted by the R6-A zoning district.
2. If two-family residential is proposed, the units shall be fully detached. One unit shall be oriented to 16th Avenue North and the other unit shall be oriented to Wheless street.
3. If a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the R6-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.
4. A corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.
5. Minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.
6. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

Proposed Regulatory SP



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-637, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), all of which is described herein (Proposal No. 2021Z-002PR-001).

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

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

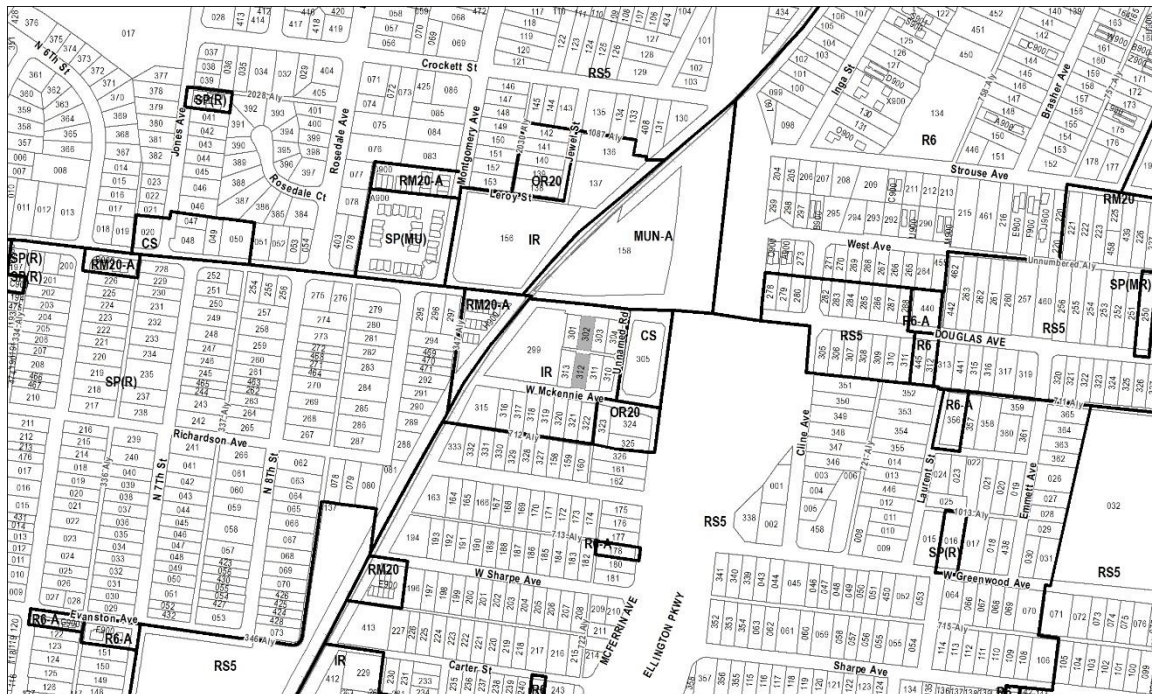
By changing from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), being Property Parcel Nos. 302, 312 as designated on Map 071-16 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

Application fee paid by: Molly Simmons

A request to rezone from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), requested by Douglas Village, LLC, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-638, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, all of which is described herein (Proposal No. 2020SP-045-001).

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

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

By changing from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, being Part of Property Parcel Nos. 013, 014 and Property Parcel No. 242 as designated on Map 022-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 022 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to farm equipment sales and service.

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

1. Farm equipment sales and services is defined as: The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandise. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.).
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
4. Comply with all conditions and requirements of Metro reviewing agencies.

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

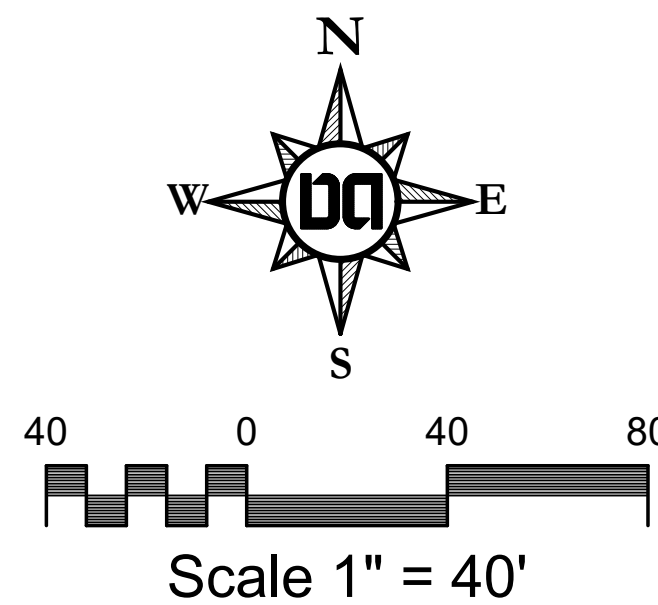
Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the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

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

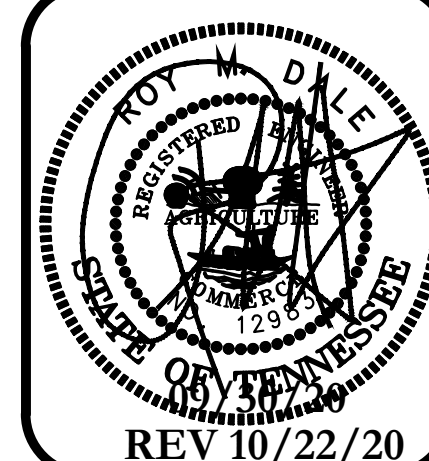
Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 022, Parcel 242 and Part of Parcel(s) 013-014/Ronald Wwaller and Debora Waller

Requested by: Dale & Associates, Inc.



Kubota at Whites Creek Pike
Old Hickory Blvd North
Davidson County, Tennessee



REV 10/22/20
REV 10/31/20
REV 11/18/20

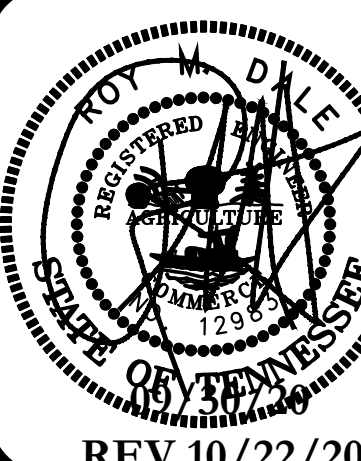


Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
310 Heather Place
Nashville, TN 37204
(615) 297-5166



Existing Conditions

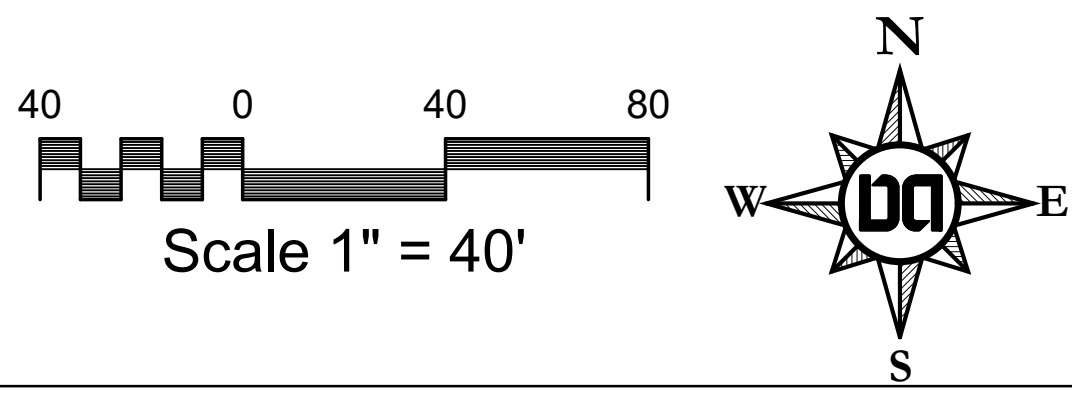
Kubota at Whites Creek Pike
Old Hickory Blvd North
Davidson County, Tennessee



REV 10/22/20
REV 10/31/20
REV 11/18/20
REV 12/12/20

Case No 2020SP-045-001

C3.0



Specific Plan Development Summary	
Uses	Permitted Uses Limited to Farm Equipment Sale and Services.
The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandise. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.).	
Project Area	7.66 Acres
Property zoning	R40 and CL
Surrounding Zoning	CL and SP
Fall Back Zoning	MUN
Minimum lot size	N/A
FAR	0.60
ISR	0.90
Street Setbacks	30' measured from exist R.O.W.
Side yard	10'
Rear yard	20'
Height standards	One Story in 30 feet
Parking and Access	
Proposed Ramp Location and Number	One Whites Creek Pike
Distance to intersection	300 ft Gifford Pl
Parking	Per Metro Zoning Code

Standard SP Notes

- The purpose of this SP is to receive preliminary approval for farm equipment sales and service.
- Farm Equipment Sales and Service is the retail or wholesale sale, rental, maintenance and repair of farm equipment including the sales of parts, incidental and related merchandise. The maximum weight of any farm equipment shall be no more than 25,000 pounds (lbs.)
- Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with Storm Water Management Ordinance No. 78-840 & Approved by the Metropolitan Department of Water Services.
- This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037CO105H dated 4/5/2017.
- All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
- Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
- The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
- Size driveway culverts per the design criteria set forth by the Metro Stormwater Manual (minimum driveway culvert in Metro right of way is 15" CMP).
- Metro Water Services shall be provided sufficient & unencumbered ingress & egress at all times in order to maintain, repair, replace & inspect any stormwater facilities within the property.
- Landscaping and tree density requirements per SP 2020SP-045-001
- Minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.
- For any development standards, regulations and requirements not specifically shown on the SP plan and/or included as a condition of commission or council approval, the property shall be subject to the standards, regulations and requirements of the MUN zoning district as of the date of the applicable request or application. Uses are limited as described in the Council approved plan.
- The final unit count and details of the plan shall be governed by the appropriate regulations at the time of final application.
- The final site plan / building permit site plan shall depict required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to issuance of use and occupancy permits, existing vertical obstructions shall be located outside of the required sidewalks. Vertical obstructions are only permitted within the required grass strip or frontage zone.
- All development within the boundaries of this plan meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.
- An access easement shall be provided along the private commercial drive from Whites Creek Pike to the stream buffer. The easement shall allow access to Whites Creek Pike for any future development north of the drive.

Whites Creek Improvement Requirements

This development is required to provide roadway improvements per the MCSP Designation: T2-M-AB2-S
Standard Right-of-Way: 64
Half of Standard Right-of-Way: 32.00
Bikeway Width: 6.00
Planting Strip Width: 4.00
Sidewalk Width: 8.00
If additional right of way is required, this development will dedicate additional right of way to meet the half right of way standard of 32 feet.
Roadway improvements will be designed and constructed per the requirements of the Metro Nashville Department of Public Works

Landscape Buffering Requirements

Existing vegetation will be maintained along the perimeter of the property. Where the property abuts the existing residential and SP Zoning, the existing perimeter vegetation will be supplemented in order to establish a Class "C" Buffer of 30 Ft Minimum Width

Traffic Engineer

Prior to the submittal of any Final SP, A Traffic Access Study Shall Be Scoped By The Metro Traffic Engineer and a Resulting Traffic Access Study Shall Be Completed and Submitted to the Traffic Engineer For Review and Approval. All Traffic Improvements Warranted by Said Study Shall Be Designed and Submitted with the Application for The Final SP.

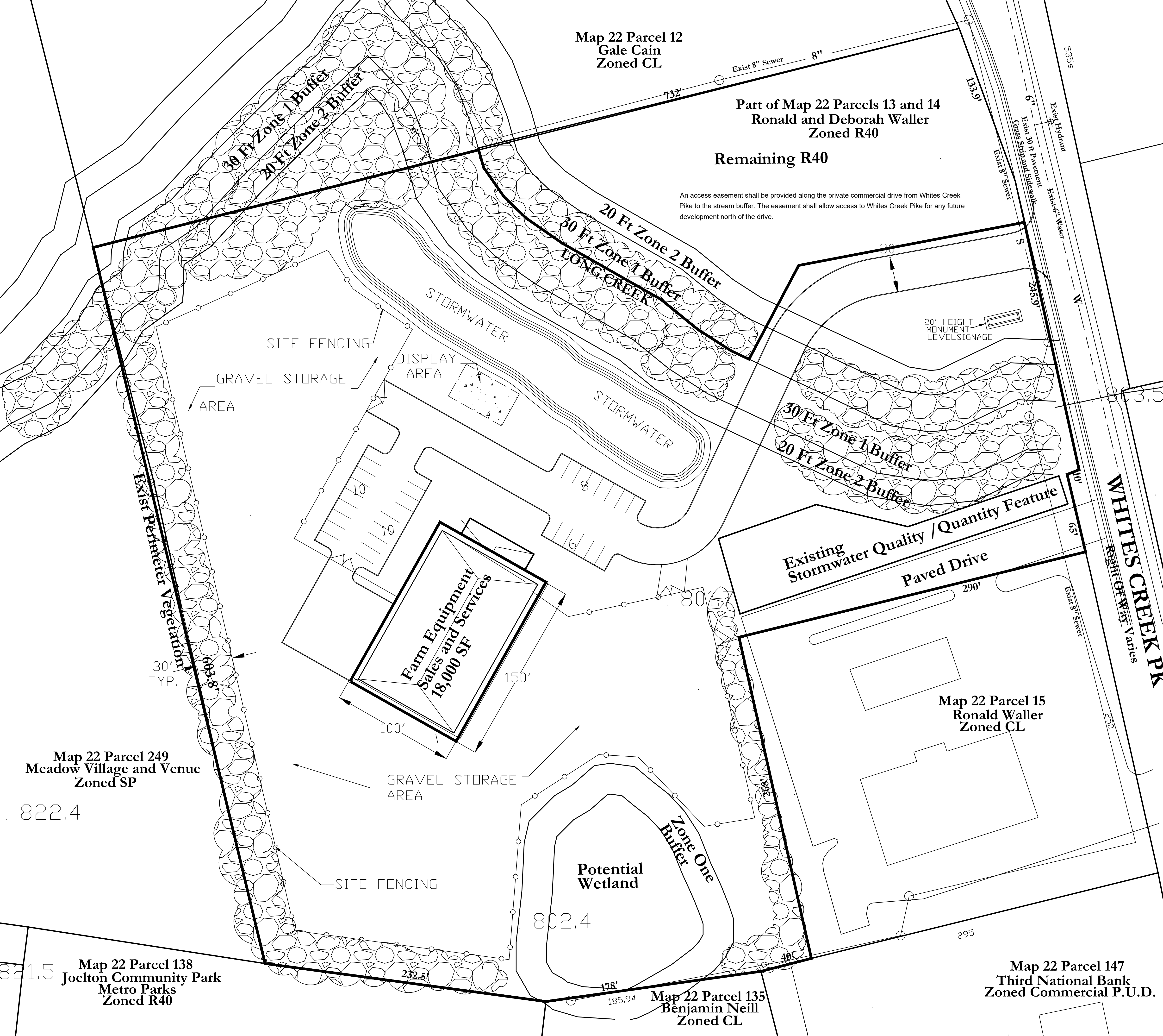
Metro Water Services

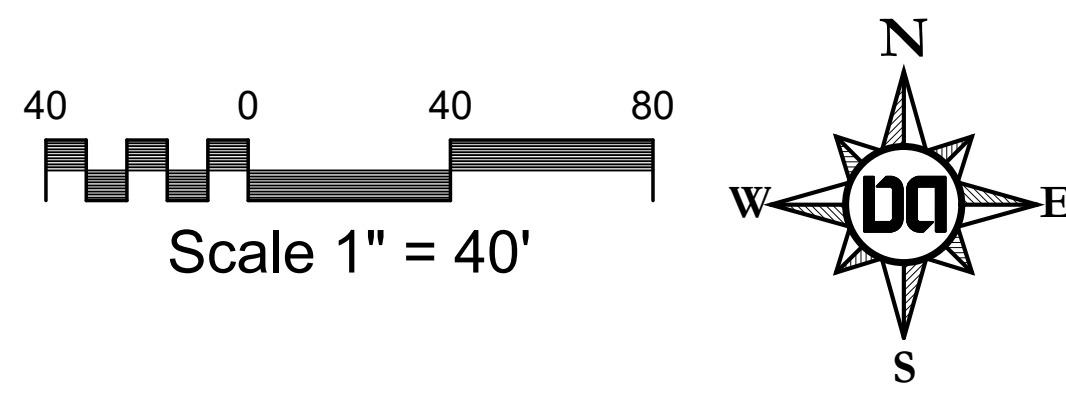
Private water and/or sanitary sewer site utility construction plans must be submitted and approved prior to Final SP approval. The approved site utility plans must match the Final Site Plan/SP plans. A Capacity Study has taken place and the required capacity must be reserved by confirmation of capacity fee payment prior to Final Site Plan/SP approval.



Dale & Associates
Civil Engineering
Land Planning & Zoning
516 Heather Place
Nashville, TN 37204
(615) 297-5106

Proposed Overall SP Layout
Without Contours





Specific Plan Development Summary	
Uses	Permitted Uses Limited to Farm Equipment Sale and Services.
The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandise. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.).	
Project Area	7.66 Acres
Property zoning	R40 and CL
Fall Back Zoning	MUN
Minimum lot size	N/A
FAR	0.60
ISR	0.90
Street Setbacks	30' measured from exist R.O.W.
Side yard	10'
Rear yard	20'
Height standards	One Story in 30 feet
Parking and Access	
Proposed Ramp Location and Number	One Whites Creek Pike
Distance to intersection	300 ft Gifford Pl
Parking	Per Metro Zoning Code

Standard SP Notes

- The purpose of this SP is to receive preliminary approval for farm equipment sales and service.
- Farm Equipment Sales and Service is the retail or wholesale sale, rental, maintenance and repair of farm equipment including the sales of parts, incidental and related merchandise. The maximum weight of any farm equipment shall be no more than 25,000 pounds (lbs.).
- Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with Storm Water Management Ordinance No. 78-840 & Approved by the Metropolitan Department of Water Services.
- This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037CO105H dated 4/5/2017.
- All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
- Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
- The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
- Size driveway culverts per the design criteria set forth by the Metro Stormwater Manual (minimum driveway culvert in Metro right of way is 15" CMP).
- Metro Water Services shall be provided sufficient & unencumbered ingress & egress at all times in order to maintain, repair, replace & inspect any stormwater facilities within the property.
- Landscaping and tree density requirements per SP 2020SP-045-001
- Minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.
- For any development standards, regulations and requirements not specifically shown on the SP plan and/or included as a condition of commission or council approval, the property shall be subject to the standards, regulations and requirements of the MUN zoning district as of the date of the applicable request or application. Uses are limited as described in the Council approved plan.
- The final unit count and details of the plan shall be governed by the appropriate regulations at the time of final application.
- The final site plan / building permit site plan shall depict required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to issuance of use and occupancy permits, existing vertical obstructions shall be located outside of the required sidewalks. Vertical obstructions are only permitted within the required grass strip or frontage zone.
- All development within the boundaries of this plan meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.
- An access easement shall be provided along the private commercial drive from Whites Creek Pike to the stream buffer. The easement shall allow access to Whites Creek Pike for any future development north of the drive.

Whites Creek Improvement Requirements

This development is required to provide roadway improvements per the MCSP Designation: T2-M-AB2-S
Standard Right-of-Way: 64
Half of Standard Right-of-Way: 32.00
Bikeway Width: 6.00
Planting Strip Width: 4.00
Sidewalk Width: 8.00
If additional right of way is required, this development will dedicate additional right of way to meet the half right of way standard of 32 feet.
Roadway improvements will be designed and constructed per the requirements of the Metro Nashville Department of Public Works

Landscape Buffering Requirements

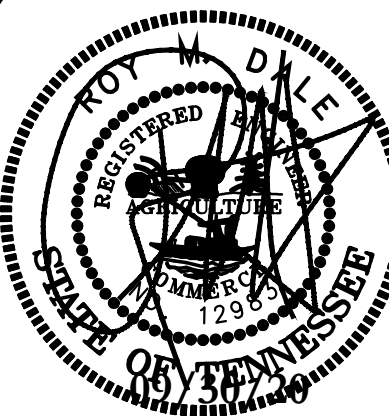
Existing vegetation will be maintained along the perimeter of the property. Where the property abuts the existing residential and SP Zoning, the existing perimeter vegetation will be supplemented in order to establish a Class "C" Buffer of 30 Ft Minimum Width

Traffic Engineer

Prior to the submittal of any Final SP, A Traffic Access Study Shall Be Scoped By The Metro Traffic Engineer and a Resulting Traffic Access Study Shall Be Completed and Submitted to the Traffic Engineer For Review and Approval. All Traffic Improvements Warranted by Said Study Shall Be Designed and Submitted with the Application for The Final SP.

Metro Water Services

Private water and/or sanitary sewer site utility construction plans must be submitted and approved prior to Final SP approval. The approved site utility plans must match the Final Site Plan/SP plans. A Capacity Study has taken place and the required capacity must be reserved by confirmation of capacity fee payment prior to Final Site Plan/SP approval.



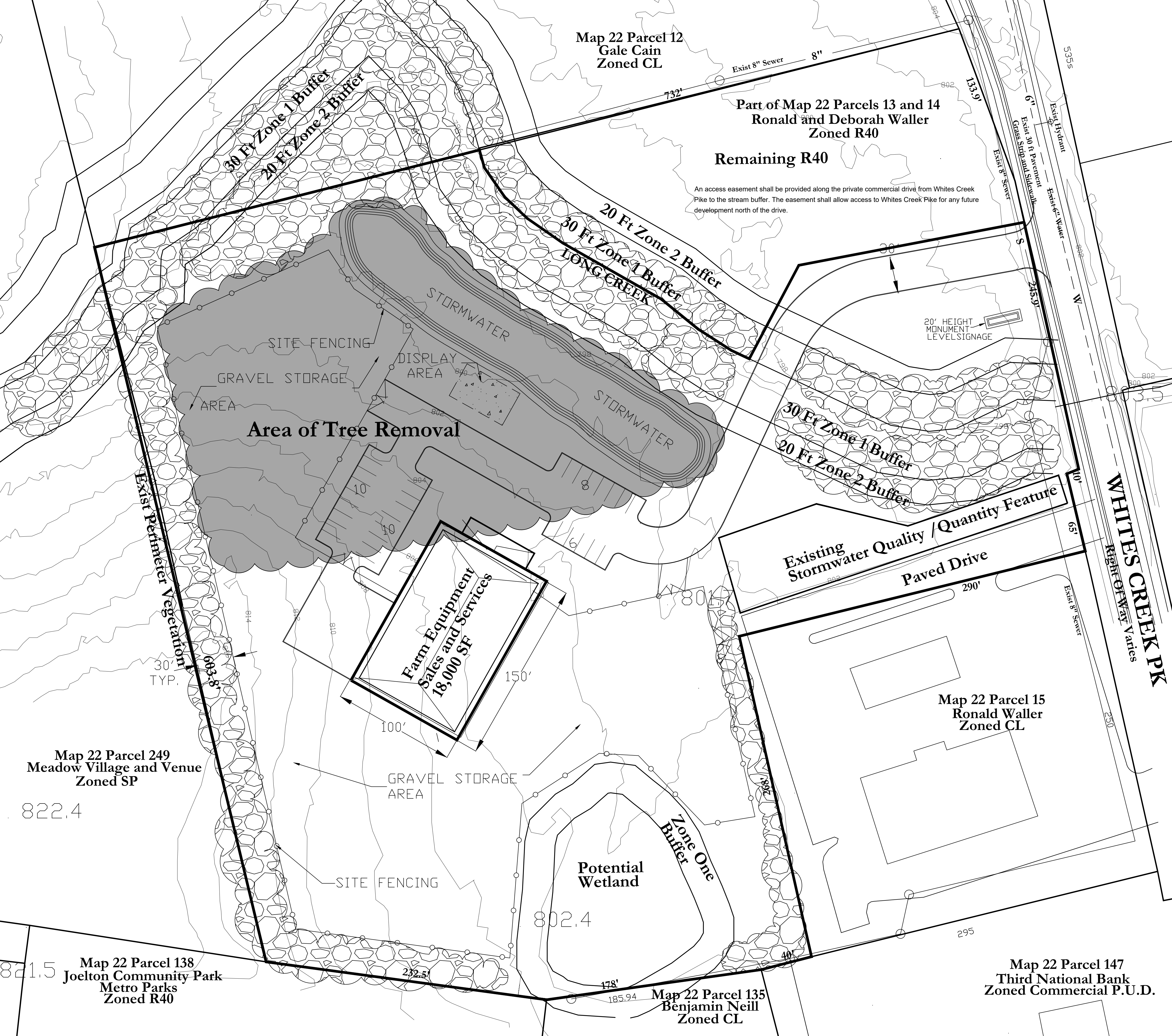
REV 10/22/20
REV 10/31/20
REV 11/18/20
REV 12/12/20

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
510 Heather Place
Nashville, TN 37204
(615) 297-5106



Proposed Overall SP Layout
With Contours

Note: Site Contains 186,000 SF of Forested Area of which 100,000 SF to be preserved



2020SP-045-001
KABOTA AT WHITES CREEK PIKE
Map 022, Parcel 242 and Part of Parcel(s) 013-014
Subarea 01, Joelton
District 01 (Hall)
Application fee paid by: Dale & Associates, Inc

A request to rezone from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, requested by Dale and Associates, applicant; Ronald Waller and Debora Waller, owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-639, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-001).

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

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

By changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), being Property Parcel No. 117 as designated on Map 092-10 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 092 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

ORDINANCE NO. _____

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-001).

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

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

By changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), being Property Parcel No. 117 as designated on Map 092-10 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 092 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

INTRODUCED BY:

Councilmember Brandon Taylor

2020Z-070PR-001
Map 092-10, Parcel(s) 117
Subarea 08, North Nashville
District 21 (Taylor)
Application fee paid by: C&H Properties LLC

A request to rezone from RS5 to R8-A zoning for property located at 2937
Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres),
requested by Alex H. Craw, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-641, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres, all of which is described herein (Proposal No. 2020Z-131PR-001).

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

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

By changing from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres), being Property Parcel Nos. 088, 089 as designated on Map 041-12 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 041 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2020Z-131PR-001

Map 041-12, Parcel(s) 088-089

Subarea 02, Parkwood - Union Hill

District 08 (VanReece)

Application fee paid by: W.C. Company

A request to rezone from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres), requested by W.C. Company, applicant; Ronald and Frances McCrary, owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-642, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), all of which is described herein (Proposal No. 2020Z-138PR-001)

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

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

By changing from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres) being Property Parcel No. 042 as designated on Map 058-16 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 058 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2020Z-138PR-001

Map 058-16, Parcel(s) 042

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 01 (Hall)

Application fee paid by: Phillip Nesmith

A request to rezone from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), requested by Phillip Nesmith, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-643, **Version:** 2

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to MUG-A-NS zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), all of which is described herein (Proposal No. 2021Z-015PR-001).

Map & Parcel no. /Owner: Map 071-11, Parcel(s) 514, Howdy Hospitality, LLC
Requested by: Fulmer Lucas Engineering, LLC

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

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

By changing from RS5 to MUG-A-NS zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.89 acres), being Property Parcel No. 514 as designated on Map 071-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

SUBSTITUTE ORDINANCE NO. BL2021-643

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to MUG-A-NS zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), all of which is described herein (Proposal No. 2021Z-015PR-001).

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

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

By changing from RS5 to MUG-A-NS zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.89 acres), being Property Parcel No. 514 as designated on Map 071-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

INTRODUCED BY:

Sean Parker
Member of Council

2021Z-015PR-001

Map 071-11, Parcel(s) 514

Subarea 05, East Nashville

District 05 (Parker)

Application fee paid by: The Cauble Group, LLC

A request to rezone from RS5 to MUG-A-NS zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), requested by Fulmer Lucas Engineering, LLC, applicant; Howdy Hospitality, LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-644, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), all of which is described herein (Proposal No. 2020Z-141PR-001).

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

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

By changing from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), being Property Parcel No. 083 as designated on Map 133-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 133 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2020Z-141PR-001

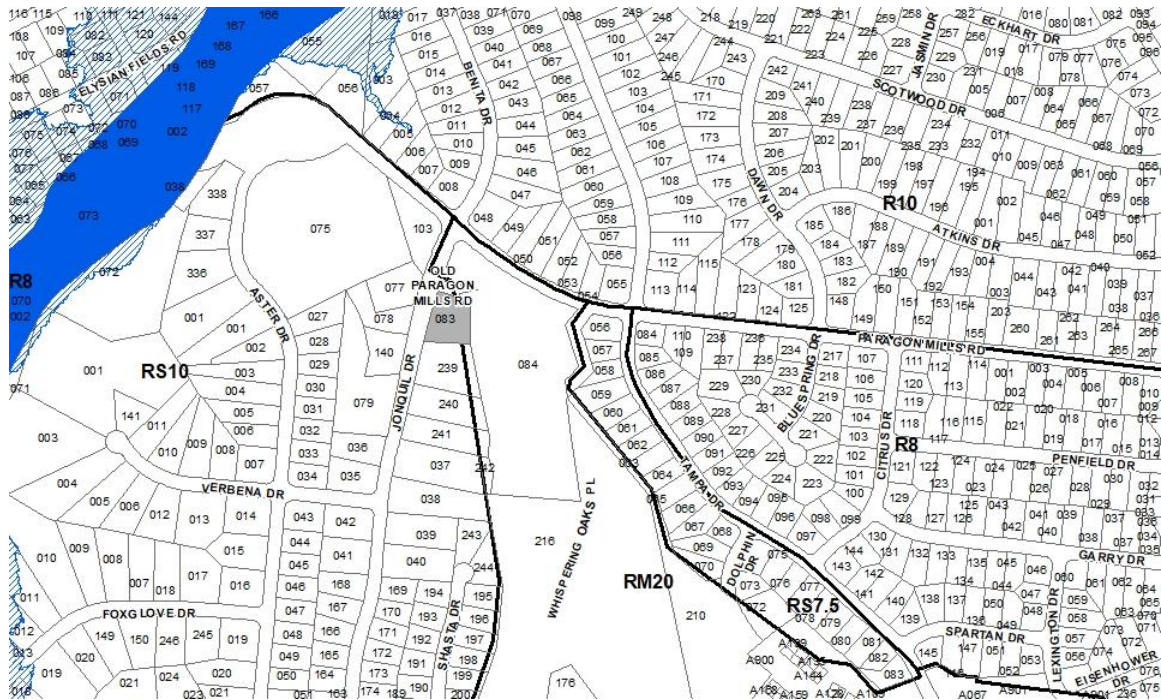
Map 133, Parcel(s) 083

Subarea 12, Southeast

District 26 (Johnston)

Application fee paid by: Hamidullah Durani

A request to rezone from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), requested by Hamidullah & Gholam Durani, applicants and owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-645, **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 Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), all of which is described herein (Proposal No. 2021NHC-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 Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 59 and Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

ORDINANCE NO. BL2021-_____

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 Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), all of which is described herein (Proposal No. 2021NHC-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 Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 59 and Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

INTRODUCED BY:

Councilmember Kyonzté Toombs

2021NHC-001-001

Map 059-15, Parcel(s) 008, 011, 013, 015, 021, 032-053, 111-119, 183, 185, 186, 188, 190, 195-200, 210

Map 059-16, Parcel(s) 002-027

Map 070-03, Parcel(s) 001.01, 009-027, 030-039

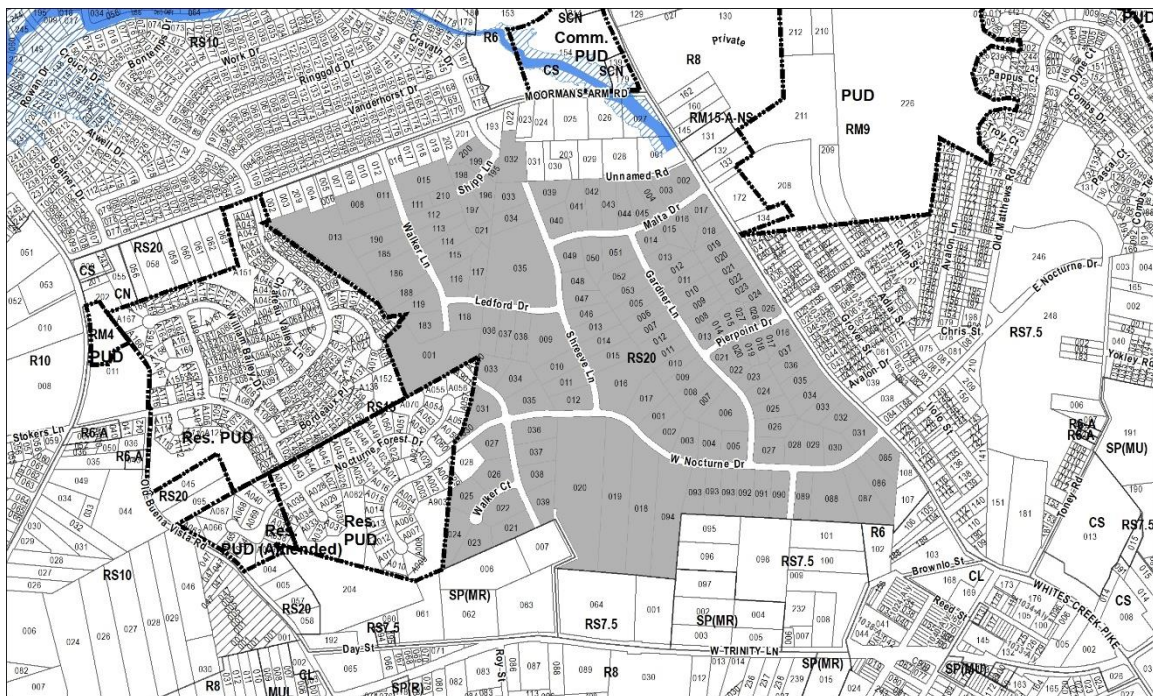
Map 070-04, Parcel(s) 001-037, 093.01, 093.02, 085-094

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: Fee waived by Council

A request to apply a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), requested by Councilmember Kyontzé Toombs, applicant; various owners.



STANPAR	DEED/DA/CR	Owner	OwnAddr1	OwnAddr2	OwnAddr3	OwnCity	OwnState	OwnCountry	OwnZip	PropAddr	PropHouse	PropStreet	PropSuite	PropCity	PropState	PropZip
0915018000	1.18	MAXWELL, QUINCY & CLEMMONS, TERRENCE	2330 WALKER LN			NASHVILLE	TN	US	37207	2538 WALKER LN	2530	WALKER LN		NASHVILLE	TN	37207
0915018000	1.03	HICKS, TERRY A. & NICOLE	2616 WALKER LN			NASHVILLE	TN	US	37207	2616 WALKER LN	2616	WALKER LN		NASHVILLE	TN	37207
0915018000	1.98	PIERCE, CLIFTON & CAROLYN	2608 WALKER LN			NASHVILLE	TN	US	37207	2608 WALKER LN	2608	WALKER LN		NASHVILLE	TN	37207
0915018000	0.99	SAMPSON, SHARONDA	2604 WALKER LN			NASHVILLE	TN	US	37207	2604 WALKER LN	2604	WALKER LN		NASHVILLE	TN	37207
0915019000	1.13	WILLIAMS, DOUGLAS JR.	P O BOX 70628			NASHVILLE	TN	US	37207	2620 WALKER LN	2620	WALKER LN		NASHVILLE	TN	37207
0915019000	1.18	WEAVER, EVELYN WISE	1355 HEATHERLAND DRIVE			ATLANTA	GA	US	30331	0 SHIPP LN	0	SHIPP LN		NASHVILLE	TN	37207
0915019000	0.73	COLEMAN, NEWTONA HARRIS	643 SHIPP LN			NASHVILLE	TN	US	37207	643 SHIPP LN	643	SHIPP LN		NASHVILLE	TN	37207
0915019700	0.82	NOX, PAUL W. ETUX	10633 CORONET CT			HARRISBURG	NC	US	28075	647 SHIPP LN	647	SHIPP LN		NASHVILLE	TN	37207
0915019800	0.55	FLEMING, ROSS JR. ETUX	644 SHIPP LN			NASHVILLE	TN	US	37207	644 SHIPP LN	644	SHIPP LN		NASHVILLE	TN	37207
0915019900	0.48	FRESLEY, OLIVER W.	640 SHIPP LN			NASHVILLE	TN	US	37207	640 SHIPP LN	640	SHIPP LN		NASHVILLE	TN	37207
0915020000	0.48	DODD, WAYNE C.	2820 SHREEVE LN			NASHVILLE	TN	US	37207	2820 SHREEVE LN	2820	SHREEVE LN		NASHVILLE	TN	37207
0915020000	0.78	JOHNSON, ANDREA	6808 RIDGEWOOD LN			RIVERDALE	GA	US	30296	600 MALTA DR	600	MALTA DR		NASHVILLE	TN	37207
0915020000	0.82	FORD, TIMIKA S.	604 MALTA DR			NASHVILLE	TN	US	37207	604 MALTA DR	604	MALTA DR		NASHVILLE	TN	37207
0915020000	0.8	SMITH-ESTES, KYSA G.	608 MALTA DR			NASHVILLE	TN	US	37207	608 MALTA DR	608	MALTA DR		NASHVILLE	TN	37207
0915020000	0.93	BUTLER, XAVIER	2520 GARDNER LN			NASHVILLE	TN	US	37207	2520 GARDNER LN	2520	GARDNER LN		NASHVILLE	TN	37207
0915020000	1.23	WILKINSON, A. M. JR. RES. FOR CEMETARY	GARDNER LN			NASHVILLE	TN	US	37207	0 GARDNER LN	0	GARDNER LN		NASHVILLE	TN	37207
0915020000	0.78	RINGSBOMM, ANON & ANNA	2937 GALLATINE RD			TN		US	37216	2512 GARDNER LN	2512	GARDNER LN		NASHVILLE	TN	37207
0915020000	0.68	BROWN, CHARLES RENARD ET AL	2505 GARDNER LN			NASHVILLE	TN	US	37207	2505 GARDNER LN	2505	GARDNER LN		NASHVILLE	TN	37207
0915020000	0.74	SMS, MARGARET MARSH	2509 GARDNER LN			NASHVILLE	TN	US	37207	2509 GARDNER LN	2509	GARDNER LN		NASHVILLE	TN	37207
0915021000	0.75	JENNINS, ROBERT L. ET AL	2513 GARDNER LN			NASHVILLE	TN	US	37207	2513 GARDNER LN	2513	GARDNER LN		NASHVILLE	TN	37207
0915021000	0.78	T OSA ONI, BLAKE	2517 GARDNER LN			NASHVILLE	TN	US	37207	2517 GARDNER LN	2517	GARDNER LN		NASHVILLE	TN	37207
0915021000	0.79	SHARPE, CHRISTINE P.	2521 GARDNER LN			NASHVILLE	TN	US	37207	2521 GARDNER LN	2521	GARDNER LN		NASHVILLE	TN	37207
0915021300	0.88	KING, PAUL G. ETUX	745 SW 189TH TER C/O JOSEPH G. KING			PEMBROKE PINES	FL	US	33029	2525 GARDNER LN	2525	GARDNER LN		NASHVILLE	TN	37207
0915021400	0.81	BARRE, GAYLE S. & MICHAEL D.	613 MALTA DR			NASHVILLE	TN	US	37207	613 MALTA DR	613	MALTA DR		NASHVILLE	TN	37207
0915021500	0.67	MARI-CITY MANAGEMENT, LLC	2016 BALCON DR C/O TRAVIS MARTIN			MOUNT LAUREL	NJ	US	08054	609 MALTA DR	609	MALTA DR		NASHVILLE	TN	37207
0915021600	0.67	JACKSON, MELBA	605 MALTA DR			NASHVILLE	TN	US	37207	605 MALTA DR	605	MALTA DR		NASHVILLE	TN	37207
0915021700	0.74	WARD, KARE	236 SHREEVE LN			MADISON	TN	US	37115	601 MALTA DR	601	MALTA DR		NASHVILLE	TN	37207
0915021800	0.73	PERSON, GARY D.	2528 WHITES CREEK PIKE			NASHVILLE	TN	US	37207	2528 WHITES CREEK PIKE	2528	WHITES CREEK PIKE		NASHVILLE	TN	37207
0915021900	0.71	SURRATT, THOMAS CHRISTOPHER	2524 WHITES CREEK PIKE			NASHVILLE	TN	US	37207	2524 WHITES CREEK PIKE	2524	WHITES CREEK PIKE		NASHVILLE	TN	37207
0915022000	0.68	BRUN, EFFIE LEE DRIVER	2520 WHITES CREEK PIKE			NASHVILLE	TN	US	37207	2520 WHITES CREEK PIKE	2520	WHITES CREEK PIKE		NASHVILLE	TN	37207
0915022100	0.69	TRINI ENTERPRISES, LLC	3409 FAIRMead DR			NASHVILLE	TN	US	37207	2516 WHITES CREEK PIKE	2516	WHITES CREEK PIKE		NASHVILLE	TN	37207
0915022200	0.59	TATE, CARMELA CAMMON	P O BOX 70384			NASHVILLE	TN	US	37207	2512 WHITES CREEK PIKE	2512	WHITES CREEK PIKE		NASHVILLE	TN	37207
0915022300	0.58	CRAG, ELMH	2508 WHITES CREEK PK			NASHVILLE	TN	US	37207	2508 WHITES CREEK PIKE	2508	WHITES CREEK PIKE		NASHVILLE	TN	37207
0915022400	0.41	LASHLEY, ALICIA DELPHIA LANIER	1016 FORESTPONT DR			HENDERSONVILLE	TN	US	37075	2504 WHITES CREEK PIKE	2504	WHITES CREEK PIKE		NASHVILLE	TN	37207
0915022500	0.48	BEAN, LEANETTE B.	600 PIERPOINT DR			NASHVILLE	TN	US	37207	600 PIERPOINT DR	600	PIERPOINT DR		NASHVILLE	TN	37207
0915022600	0.39	SPIKER, JOSEPH & JUANITA	204 N MAIN ST			GOODLETTSVILLE	TN	US	37072	604 PIERPOINT DR	604	PIERPOINT DR		NASHVILLE	TN	37207
0915022700	0.43	ROSS, JO ANN	608 PIERPOINT DR			NASHVILLE	TN	US	37207	608 PIERPOINT DR	608	PIERPOINT DR		NASHVILLE	TN	37207
0915021200	0.51	JOHNSON, DONWELL D., SR.	4505 SANDPIPER LN			ANTIOCH	TN	US	37013	0 WALKER LN	0	WALKER LN		NASHVILLE	TN	37207
0915021300	0	BALFANZ, REBA	2632 WALKER LN			NASHVILLE	TN	US	37207	0 WALKER LN	0	WALKER LN		NASHVILLE	TN	37207
0915021500	1.75	WILLIAMS, ROBERT, JR. & DANNIE MAE	2625 WALKER LN			NASHVILLE	TN	US	37207	2625 WALKER LN	2625	WALKER LN		NASHVILLE	TN	37207
0915022100	0.39	KARSHENAS, AMIR	1056 RIDGELEA DR			BURNS	TN	US	37029	0 SHIPP LN	0	SHIPP LN		NASHVILLE	TN	37207
0915030300	1.61	FORRESTER, WINFREED G.	2611 SHREEVE LN			NASHVILLE	TN	US	37207	2611 SHREEVE LN	2611	SHREEVE LN		NASHVILLE	TN	37207
0915030300	0.94	RAY, MYONIA A.	2608 SHREEVE LN			NASHVILLE	TN	US	37207	2608 SHREEVE LN	2608	SHREEVE LN		NASHVILLE	TN	37207
0915030400	0.96	JONES, M. JAN & CLINTON E., JR. ET AL	2604 SHREEVE LN			NASHVILLE	TN	US	37207	2604 SHREEVE LN	2604	SHREEVE LN		NASHVILLE	TN	37207
0915030500	0.41	HIGHLAND LAKE CLUB INC. RESERVED	SHREEVE LN			NASHVILLE	TN	US	37207	2538 SHREEVE LN	2530	SHREEVE LN		NASHVILLE	TN	37207
0915030500	0.98	NEWELL, ZENOBIA T.	705 LEDFORD DR			NASHVILLE	TN	US	37207	705 LEDFORD DR	705	LEDFORD DR		NASHVILLE	TN	37207
0915030500	0.94	JORDAN, HENRY L. & ANNIE M.	703 LEDFORD DR			NASHVILLE	TN	US	37207	703 LEDFORD DR	703	LEDFORD DR		NASHVILLE	TN	37207
0915030500	0.91	WILLIAMS, CHARNICE	3905 CREEKWAY CT			NASHVILLE	TN	US	37218	701 LEDFORD DR	701	LEDFORD DR		NASHVILLE	TN	37207
0915030900	1.12	WALKER, CASSANDRA T. & TEAGUE, CASS, JR.	2605 SHREEVE LN			NASHVILLE	TN	US	37207	2605 SHREEVE LN	2605	SHREEVE LN		NASHVILLE	TN	37207
0915040400	0.95	GUNTER-SMITH, PAMELA A.	5876 ASPHEDGE CT			STONE MOUNTAIN	GA	US	30087	2601 SHREEVE LN	2601	SHREEVE LN		NASHVILLE	TN	37207
0915040500	1.1	FARGO, SUDAN	628 MALTA DR			NASHVILLE	TN	US	37207	628 MALTA DR	628	MALTA DR		NASHVILLE	TN	37207
0915040600	0.99	GAMBLE, LUCRETIA A.	624 MALTA DR			NASHVILLE	TN	US	37207	624 MALTA DR	624	MALTA DR		NASHVILLE	TN	37207
0915040800	0.99	PETERSON, ABRAHAM F. JR. ETUX	620 MALTA DR			NASHVILLE	TN	US	37207	620 MALTA DR	620	MALTA DR		NASHVILLE	TN	37207
0915040400	0.91	ANSARI, ADLE	332 VAN BUREN ST			NASHVILLE	TN	US	37208	616 MALTA DR	616	MALTA DR		NASHVILLE	TN	37207
0915040600	0.83	GILBERT, ALICE C. ET AL	612 MALTA DR			NASHVILLE	TN	US	37207	612 MALTA DR	612	MALTA DR		NASHVILLE	TN	37207
0915040600	0.8	THOMAS, WARREN B.	P O BOX 208			WHITES CREEK	TN	US	37189	2513 SHREEVE LN	2521	SHREEVE LN		NASHVILLE	TN	37207
0915040700	0.78	CHANDLER, J. H. JR. ETUX	2525 SHREEVE LN			NASHVILLE	TN	US	37207	2525 SHREEVE LN	2525	SHREEVE LN		NASHVILLE	TN	37207
0915040800	0.82	PAINE, HELEN MARIE	2529 SHREEVE LN			NASHVILLE	TN	US	37207	2529 SHREEVE LN	2529	SHREEVE LN		NASHVILLE	TN	37207
0915040900	0.94	HOLIDAY, NEWTON S. JR. ETUX	2533 SHREEVE LN			NASHVILLE	TN	US	37207	2533 SHREEVE LN	2533	SHREEVE LN		NASHVILLE	TN	37207
0915050500	0.94	BELLAMY, JORDAN	621 MALTA DR			NASHVILLE	TN	US	37207	621 MALTA DR	621	MALTA DR		NASHVILLE	TN	37207
0915050500	1.15	COBB, THIBORN	617 MALTA DR			NASHVILLE	TN	US	37207	617 MALTA DR	617	MALTA DR		NASHVILLE	TN	37207
0915050500	0.98	REEDS, FRANCES M.K.	2528 GARDNER LN			NASHVILLE	TN	US	37207	2528 GARDNER LN	2528	GARDNER LN		NASHVILLE	TN	37207
0915050500	0.89	JOHNSON, THELMA T. & CAROLYN ANN	2524 GARDNER LN			NASHVILLE	TN	US	37207	2524 GARDNER LN	2524	GARDNER LN		NASHVILLE	TN	37207
0915051100	0.48	LEFTWICH, HARLEY M.	927 RUSSELL ST			NASHVILLE	TN	US	37206	2621 WALKER LN	2621	WALKER LN		NASHVILLE	TN	37207
0915051200	1.03	GRIMES, KEVIN & VALERIE	2617 WALKER LN			NASHVILLE	TN	US	37207	2617 WALKER LN	2617	WALKER LN		NASHVILLE	TN	37207
0915051300	1.03	WHITE, JOSEPH L. & SURLETTA L.	2613 WALKER LN			NASHVILLE	TN	US	37218	2613 WALKER LN	2613	WALKER LN		NASHVILLE	TN	37207
0915051400	1.01	PULLOW, JAMES A. ET UX	2609 WALKER LN			NASHVILLE	TN	US	37207	2609 WALKER LN	2609	WALKER LN		NASHVILLE	TN	37207
0915051500	1.03	SMITH, ALBERTA REVOCABLE TRUST, THE	2605 WALKER LN			NASHVILLE	TN	US	37207	2605 WALKER LN	2605	WALKER LN		NASHVILLE	TN	37207
0915051600	1.14	THE LLOYD C. ELAM FAMILY TRUST	6720 S EUCLID AVE			CHICAGO	IL	US	60649	2601 WALKER LN	2601	WALKER LN		NASHVILLE	TN	37207
0915051700	1.07	THE LLOYD C. ELAM FAMILY TRUST	6720 S EUCLID AVE			CHICAGO	IL	US	60649	710 LEDFORD DR	710	LEDFORD DR		NASHVILLE	TN	37207
0915051800	1.07	GRIFFIN, ROBERT W. SR. ET UX	2533 WALKER LN			NASHVILLE	TN	US	37207	2533 WALKER LN	2533	WALKER LN		NASHVILLE	TN	37207
0915051900	1	KIMBROUGH, EDITH W.	2600 WALKER LN			NASHVILLE	TN	US	37207	2600 WALKER LN	2600	WALKER LN		NASHVILLE	TN	37207
0700300011	1.17	PERRY PROPERTY TRUST #1	1008 3RD AVE N			NASHVILLE	TN	US	37209	0 WALKER LN	0	WALKER LN		NASHVILLE	TN	37207
0700300090	2.22	SPENCER TRUST	2480 WALKER LN C/O WILLIAM C MOSES			NASHVILLE	TN	US	37207	2516 SHREEVE LN	2516	SHREEVE LN		NASHVILLE	TN	37207
0700300100	1.01	PHILLIPS, DONNA	2512 SHREEVE LN			NASHVILLE	TN	US	37207	2512 SHREEVE LN	2512	SHREEVE LN		NASHVILLE	TN	37207
0700300120	1.02	SADLER, WAYNE E. & LINDA F.	2508 SHREEVE LN			NASHVILLE	TN	US	37207	2508 SHREEVE LN	2508	SHREEVE LN		NASHVILLE	TN	37207
07003001200	1.03	SADLER, WAYNE E. & LINDA F.	2508 SHREEVE LN			NASHVILLE	TN	US	37207	700 W NOCTURNE DR	700	W NOCTURNE DR		NASHVILLE	TN	37207
07003001300	0.94	MORAN, TREVOR F.	2517 SHREEVE LN			NASHVILLE	TN	US	37207	2517 SHREEVE LN	2517	SHREEVE LN		NASHVILLE	TN	37207
07003001400	1.02	MOORE, ERIC D. & PATIENCE M BARTON	2513 SHREEVE LN			NASHVILLE	TN	US	37207	2513 SHREEVE LN	2513	SHREEVE LN		NASHVILLE	TN	37207

07003001500	1.15	HARRIS, JOHN JR.	2834 BRONTE AV	NASHVILLE	TN	US	37216	2509 SHREEVE LN	2509	SHREEVE LN	NASHVILLE	TN	37207
07003001500	1.62	JACKSON, RICHARD E.	2501 SHREEVE LN	NASHVILLE	TN	US	37207	2501 SHREEVE LN	2501	SHREEVE LN	NASHVILLE	TN	37207
07003001700	1.49	FREEMAN, KIMBERLY E. MICHA	644 WEST NOCTURNE DR	NASHVILLE	TN	US	37207	644 W NOCTURNE DR	644	W NOCTURNE DR	NASHVILLE	TN	37207
07003001800	1.95	CANNON, ALICE G.	647 NOCTURNE DR	NASHVILLE	TN	US	37207	647 W NOCTURNE DR	647	W NOCTURNE DR	NASHVILLE	TN	37207
07003002000	4.9	INFINITY FELLOWSHIP INCORPORATED, THE	642 W NOCTURNE DR	NASHVILLE	TN	US	37207	642 W NOCTURNE DR	641	W NOCTURNE DR	NASHVILLE	TN	37207
07003002000	7.78	THOMAS JOINT REVOCABLE LIVING TRUST	5730 CHADWICK LN C/O F & E THOMAS SR	BRENTWOOD	TN	US	37027	701 W NOCTURNE DR	701	W NOCTURNE DR	NASHVILLE	TN	37207
07003002000	1.07	BAILEY, MICHELLE M.	6207 12TH ST NW	WASHINGTON	DC	US	20001	2484 WALKER LN	2484	WALKER LN	NASHVILLE	TN	37207
07003002000	1.07	FURLONG, WILLIAM E.	2488 WALKER LN	NASHVILLE	TN	US	37207	2488 WALKER LN	2488	WALKER LN	NASHVILLE	TN	37207
07003002300	1.07	SQARES, RON & BEVERLY LIVING TRUST	669 WALKER CT	NASHVILLE	TN	US	37207	669 WALKER CT	669	WALKER CT	NASHVILLE	TN	37207
07003002400	1.21	JACKSON, MICHAEL R.	4817 SHERIDY CAN AV #702	MADISON	WI	US	53705	670 WALKER CT	670	WALKER CT	NASHVILLE	TN	37207
07003002500	1.01	COOK, MONIQUE N.	666 WALKER CT	NASHVILLE	TN	US	37207	666 WALKER CT	666	WALKER CT	NASHVILLE	TN	37207
07003002600	1.1	ACKLEN, WALTER & ZAPP, JAMES S. SR ET AL	1610 ASHTON AVE	NASHVILLE	TN	US	37218	2491 WALKER LN	2492	WALKER LN	NASHVILLE	TN	37207
07003002700	1.03	JOHNSON, GEORGE E. & MADELANE V. ET AL	2498 WALKER LN	NASHVILLE	TN	US	37207	2498 WALKER LN	2498	WALKER LN	NASHVILLE	TN	37207
07003003000	0.22	HARRIS, JOHN	2834 BRONTE AV	NASHVILLE	TN	US	37216	0 W NOCTURNE DR	0	W NOCTURNE DR	NASHVILLE	TN	37207
07003003100	0.75	SMITH, KELLY M., JR.	2506 WALKER LN	NASHVILLE	TN	US	37207	2506 WALKER LN	2506	WALKER LN	NASHVILLE	TN	37207
07003003200	0.06	HARRIS, JOHN	2834 BRONTE AV	NASHVILLE	TN	US	37216	0 WALKER LN	0	WALKER LN	NASHVILLE	TN	37207
07003003300	0.91	CAZORT FAMILY BYPASS TRUST & CAZORT, ERIC INHERITANCE	790 SQUIRE HALL RD	SHELVILLE	TN	US	37160	2509 WALKER LN	2509	WALKER LN	NASHVILLE	TN	37207
07003003400	1.1	CAZORT FAMILY BYPASS TRUST & CAZORT, ERIC INHERITANCE	790 SQUIRE HALL RD	SHELVILLE	TN	US	37160	2509 WALKER LN	2505	WALKER LN	NASHVILLE	TN	37207
07003003500	1.17	WYLLIE FAMILY TRUST- THE	4914 APRICOT CT	CASTRO VALLEY	CA	US	94546	710 W NOCTURNE DR	710	W NOCTURNE DR	NASHVILLE	TN	37207
07003003600	1.14	JONES, DAVID, JR.	2499 WALKER LN	NASHVILLE	TN	US	37207	2499 WALKER LN	2499	WALKER LN	NASHVILLE	TN	37207
07003003700	1.01	HAULY, GEORGE & CHRISTOPHER	2495 WALKER LN	NASHVILLE	TN	US	37207	2495 WALKER LN	2495	WALKER LN	NASHVILLE	TN	37207
07003003800	0.91	JACKSON, DONALD E. JR., DEBRA A. ET AL	2491 WALKER LN	NASHVILLE	TN	US	37207	2491 WALKER LN	2491	WALKER LN	NASHVILLE	TN	37207
07003003900	0.91	CRUCH, JOSEPHINE D. & MELANIE V. ET AL	2485 WALKER LN	NASHVILLE	TN	US	37207	2485 WALKER LN	2485	WALKER LN	NASHVILLE	TN	37207
07004000100	0.98	THOMAS, LINDA L.	1120 N 5TH ST	NASHVILLE	TN	US	37207	640 W NOCTURNE DR	640	W NOCTURNE DR	NASHVILLE	TN	37207
07004000200	0.89	MONTGOMERY, DILLARD B. & JOYCE	638 W NOCTURNE DR	NASHVILLE	TN	US	37207	638 W NOCTURNE DR	638	W NOCTURNE DR	NASHVILLE	TN	37207
07004000300	1.01	OWENS, HANNAH B. JARED	634 W NOCTURNE DR	NASHVILLE	TN	US	37207	634 W NOCTURNE DR	634	W NOCTURNE DR	NASHVILLE	TN	37207
07004000400	1.01	M & D NOCTURNE PAINTERIES	637 W NOCTURNE DR	NASHVILLE	TN	US	37207	630 W NOCTURNE DR	630	W NOCTURNE DR	NASHVILLE	TN	37207
07004000500	1.02	CLANTON, THELMA F.	626 W NOCTURNE DR	NASHVILLE	TN	US	37207	626 W NOCTURNE DR	626	W NOCTURNE DR	NASHVILLE	TN	37207
07004000600	1.8	THOMPSON, ANNIE R.	2408 GARDNER LN	NASHVILLE	TN	US	37207	2408 GARDNER LN	2408	GARDNER LN	NASHVILLE	TN	37207
07004000700	0.96	PATEL, NEELEKUMAR SUNILBHAI & NILAMBIEN SUNILBHAI	2412 GARDNER LN	NASHVILLE	TN	US	37207	2412 GARDNER LN	2412	GARDNER LN	NASHVILLE	TN	37207
07004000800	0.96	ROSEY, WILLIAM H. ET UX	2416 GARDNER LN	NASHVILLE	TN	US	37207	2416 GARDNER LN	2416	GARDNER LN	NASHVILLE	TN	37207
07004000900	0.9	MORQUE, SHAYNA	2420 GARDNER LN	NASHVILLE	TN	US	37207	2420 GARDNER LN	2420	GARDNER LN	NASHVILLE	TN	37207
07004001000	0.92	JORDAN, KEVIN L.	2500 GARDNER LN	NASHVILLE	TN	US	37207	2500 GARDNER LN	2500	GARDNER LN	NASHVILLE	TN	37207
07004001100	0.78	HANSON, WENDY	2504 GARDNER LN	NASHVILLE	TN	US	37207	2504 GARDNER LN	2504	GARDNER LN	NASHVILLE	TN	37207
07004001200	0.83	PROST, JOSHUA R & STEVENSON, PRECIOUS	3504 STEVENS LN	NASHVILLE	TN	US	37218	2508 GARDNER LN	2508	GARDNER LN	NASHVILLE	TN	37207
07004001300	0.46	SALINA, MICHAEL & ANGELA C.	6 E FISIAN PL	OKLAND	CA	US	94605	2501 GARDNER LN	2501	GARDNER LN	NASHVILLE	TN	37207
07004001400	0.39	GRAY, DUCHESS M.	616 PIERPOINT DR	NASHVILLE	TN	US	37207	616 PIERPOINT DR	616	PIERPOINT DR	NASHVILLE	TN	37207
07004001500	0.43	ADAMS, AMNICE HALL, ET AL	612 PIERPOINT DR	NASHVILLE	TN	US	37207	612 PIERPOINT DR	612	PIERPOINT DR	NASHVILLE	TN	37207
07004001600	0.51	JACKSON, J.B. & JONATHY MILDRED H.	601 PIERPOINT DR	NASHVILLE	TN	US	37207	601 PIERPOINT DR	601	PIERPOINT DR	NASHVILLE	TN	37207
07004001700	0.4	WALKER, CASSANDRA TEAGUE	2605 SHREEVE LN	NASHVILLE	TN	US	37207	605 PIERPOINT DR	605	PIERPOINT DR	NASHVILLE	TN	37207
07004001800	0.43	SPEICE, JOE A.	204 NORTH MAIN ST	GOODLETTSVILLE	TN	US	37073	609 PIERPOINT DR	609	PIERPOINT DR	NASHVILLE	TN	37207
07004001900	0.41	HAYKAL, THEODORE	522 ISLAND AVE	PEARS ISLAND	ME	US	04108	613 PIERPOINT DR	613	PIERPOINT DR	NASHVILLE	TN	37207
07004002000	0.4	HORWITZ, MARK	617 PIERPOINT DR	NASHVILLE	TN	US	37207	617 PIERPOINT DR	617	PIERPOINT DR	NASHVILLE	TN	37207
07004002100	0.41	TALLEY, LARRY L., SR.	2425 GARDNER LN	NASHVILLE	TN	US	37207	2425 GARDNER LN	2425	GARDNER LN	NASHVILLE	TN	37207
07004002200	0.45	WATKINS, DAVID J. ET UX	2423 GARDNER LN	NASHVILLE	TN	US	37207	2423 GARDNER LN	2423	GARDNER LN	NASHVILLE	TN	37207
07004002300	0.71	SHIGLTON, VIRGINIA T.	2419 GARDNER LN	NASHVILLE	TN	US	37207	2419 GARDNER LN	2419	GARDNER LN	NASHVILLE	TN	37207
07004002400	0.85	GRAY, YOLANDA N.	2417 GARDNER LN	NASHVILLE	TN	US	37207	2417 GARDNER LN	2417	GARDNER LN	NASHVILLE	TN	37207
07004002500	0.87	HOLLINGSWORTH, BRITTANY R.	2413 GARDNER LN	NASHVILLE	TN	US	37207	2413 GARDNER LN	2413	GARDNER LN	NASHVILLE	TN	37207
07004002600	1.92	BURKE, VERA	901 HAZZLEWOOD DR	SMYRNA	TN	US	37167	2409 GARDNER LN	2409	GARDNER LN	NASHVILLE	TN	37207
07004002700	1.02	LEE, KAREN & LIGHTFORD, MELVIN W., JR. ETAL	622 W NOCTURNE DR	NASHVILLE	TN	US	37207	622 W NOCTURNE DR	622	W NOCTURNE DR	NASHVILLE	TN	37207
07004002800	0.94	LIGHTFORD, MELVIN W., III & MARJORIE C.	820 LOCUST ST APT 1104	PASADENA	CA	US	91101	618 W NOCTURNE DR	618	W NOCTURNE DR	NASHVILLE	TN	37207
07004002900	0.97	HARRIS, SCARLEO D.	25 HORNWOOD DR	OKLAND	CA	US	94605	612 W NOCTURNE DR	612	W NOCTURNE DR	NASHVILLE	TN	37207
07004003000	1.03	BRYANT, DONALD B. ET UX	606 W NOCTURNE DR	NASHVILLE	TN	US	37207	606 W NOCTURNE DR	606	W NOCTURNE DR	NASHVILLE	TN	37207
07004003100	0.93	FLUDD, LAWRENCE ET UX	600 W NOCTURNE DR	NASHVILLE	TN	US	37207	600 W NOCTURNE DR	600	W NOCTURNE DR	NASHVILLE	TN	37207
07004003200	0.96	SADLER, KENDRICK D.	251 1/2 YORK ST	JERSEY CITY	NJ	US	07302	2404 WHITES CREEK PIKE	2404	WHITES CREEK PIKE	NASHVILLE	TN	37207
07004003300	0.98	BELCHER, THOMAS ET UX	2408 WHITES CREEK PIKE	NASHVILLE	TN	US	37207	2408 WHITES CREEK PIKE	2408	WHITES CREEK PIKE	NASHVILLE	TN	37207
07004003400	0.97	BUCHANAN, CHARLIE & WILMA	P O BOX 70236	NASHVILLE	TN	US	37207	2412 WHITES CREEK PIKE	2412	WHITES CREEK PIKE	NASHVILLE	TN	37207
07004003500	0.94	BUCHANAN, CHARLIE & WILMA	P O BOX 70236	NASHVILLE	TN	US	37207	2418 WHITES CREEK PIKE	2418	WHITES CREEK PIKE	NASHVILLE	TN	37207
07004003600	0.88	RUSSELL, JANETTE	2420 WHITES CREEK PK	NASHVILLE	TN	US	37207	2420 WHITES CREEK PIKE	2420	WHITES CREEK PIKE	NASHVILLE	TN	37207
07004003700	0.59	WHITE, BRENT J.	2424 WHITES CREEK PK	NASHVILLE	TN	US	37207	2424 WHITES CREEK PIKE	2424	WHITES CREEK PIKE	NASHVILLE	TN	37207
07004003800	0.98	MCORNEY, CAROLYN	P O BOX 102174	NASHVILLE	TN	US	37212	601 W NOCTURNE DR	601	W NOCTURNE DR	NASHVILLE	TN	37207
07004003900	1.51	WASHINGTON, DENNIS C. ETUX	605 W NOCTURNE DR	NASHVILLE	TN	US	37207	605 W NOCTURNE DR	605	W NOCTURNE DR	NASHVILLE	TN	37207
07004004000	1.9	SCALES, DEBBIE SCOTT	609 W NOCTURNE DR	NASHVILLE	TN	US	37207	609 W NOCTURNE DR	609	W NOCTURNE DR	NASHVILLE	TN	37207
07004004000	1.28	NAVA, PEDRO & ANGELA	617 W NOCTURNE DR	NASHVILLE	TN	US	37207	617 W NOCTURNE DR	617	W NOCTURNE DR	NASHVILLE	TN	37207
07004004000	0.98	LEE, ROBERT E. & KAREN	149 E HARBOR	HENDERSONVILLE	TN	US	37075	621 W NOCTURNE DR	621	W NOCTURNE DR	NASHVILLE	TN	37207
07004004100	0.96	MARABLE, JOHN R.	625 WEST NOCTURNE DR	NASHVILLE	TN	US	37207	625 W NOCTURNE DR	625	W NOCTURNE DR	NASHVILLE	TN	37207
07004004200	1.01	OTTISON, JAMES W. & SHIRLEY ANN	631 W NOCTURNE DR	NASHVILLE	TN	US	37207	631 W NOCTURNE DR	631	W NOCTURNE DR	NASHVILLE	TN	37207
07004004300	1.3	RAINES, MICHAEL L. ET UX	633 W NOCTURNE DR	NASHVILLE	TN	US	37207	633 W NOCTURNE DR	633	W NOCTURNE DR	NASHVILLE	TN	37207
07004004400	0.96	STREET, HAROLD D. ET UX	639 W NOCTURNE DR	NASHVILLE	TN	US	37207	639 W NOCTURNE DR	639	W NOCTURNE DR	NASHVILLE	TN	37207
07004004500	0.96	SMITH, DOROTHY GENTRY & HALL, MARIA E.	637 W NOCTURNE DR	NASHVILLE	TN	US	37207	637 W NOCTURNE DR	637	W NOCTURNE DR	NASHVILLE	TN	37207
07004004600	0.85	PERRY, ROSETTA MILLER(E) ET AL	635 W NOCTURNE DR	NASHVILLE	TN	US	37207	635 W NOCTURNE DR	635	W NOCTURNE DR	NASHVILLE	TN	37207
07004004700	1.08	MARTIN, WILLIAM M. ETUX	643 W NOCTURNE DR	NASHVILLE	TN	US	37207	643 W NOCTURNE DR	643	W NOCTURNE DR	NASHVILLE	TN	37207
05915021000	0.46	LEFFWICH, HARLEY M.	0 SHIPP LN	NASHVILLE	TN	US	37206	0 SHIPP LN	0	SHIPP LN	NASHVILLE	TN	37207
05915000800	1.27	BALFANZ, REBA	2632 WALKER LN	NASHVILLE	TN	US	37207	2632 WALKER LN	2632	WALKER LN	NASHVILLE	TN	37207

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Map 059-15, Parcel(s) 008, 011, 013, 015, 021, 032-053, 111-119, 183, 185, 186, 188, 190, 195-200, 210

Map 059-16, Parcel(s) 002-027

Map 070-03, Parcel(s) 001.01, 009-027, 030-039

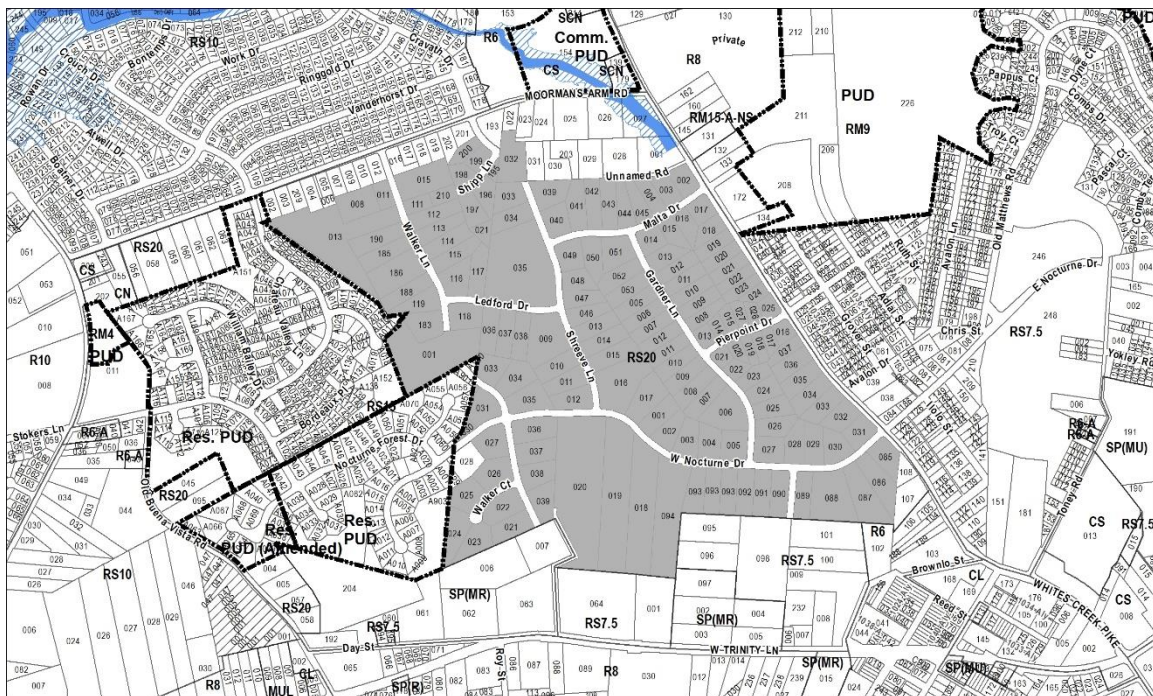
Map 070-04, Parcel(s) 001-037, 093.01, 093.02, 085-094

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: Fee waived by Council

A request to apply a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), requested by Councilmember Kyontzé Toombs, applicant; various owners.





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.

Analysis

This resolution authorizes 3H Group, Inc. to install and maintain an underground and aerial encroachments at 1500 Charlotte Avenue. The encroachments will consist of six blade signs, three out-swinging doors, ten sun shades, a canopy sign, and various building lights encroaching the public right-of-way for Towneplace Suites. 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 ordinance has been approved by the Planning Commission.

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~~

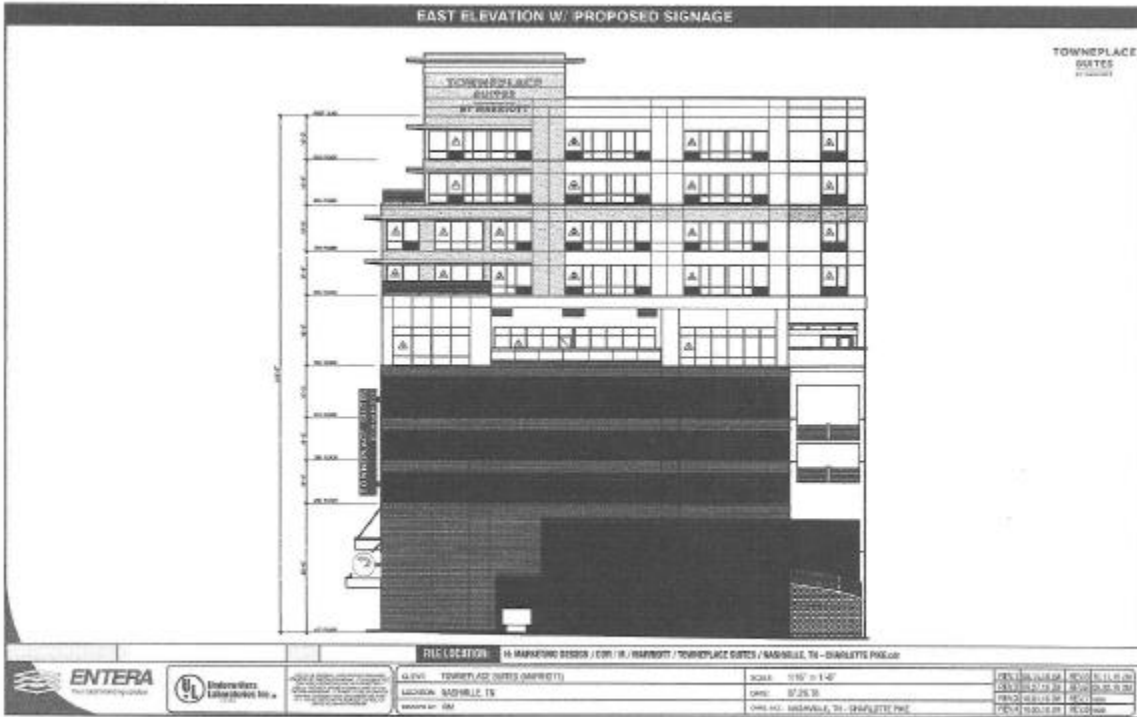
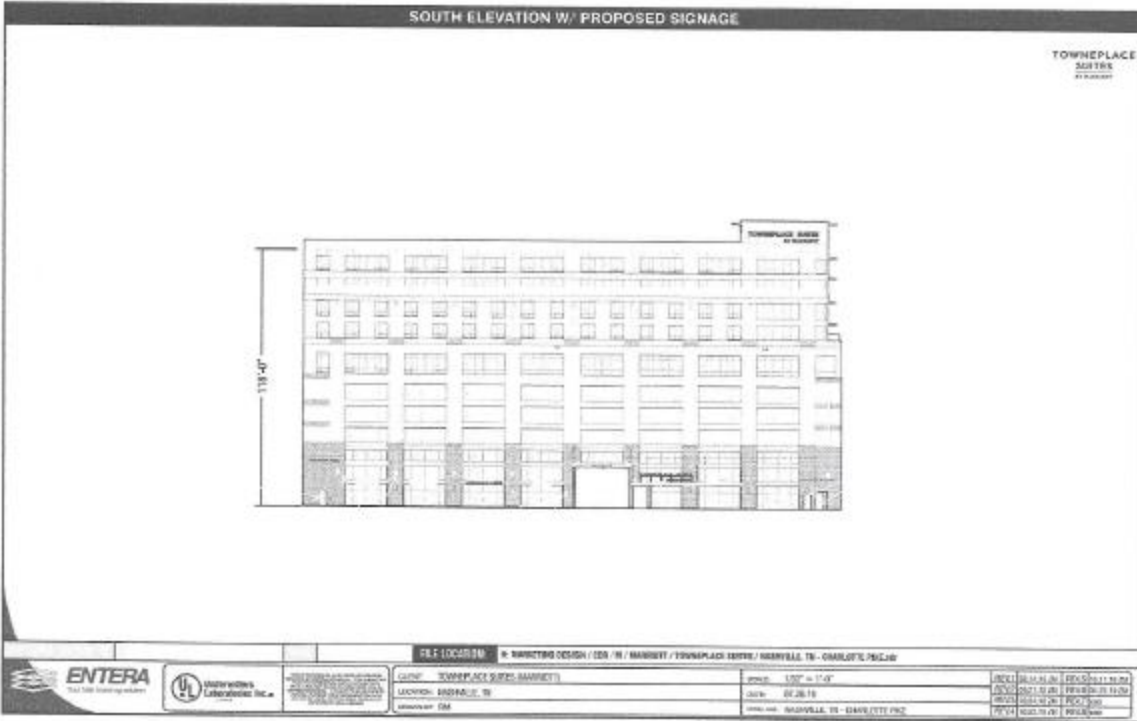
Sworn to and subscribed before

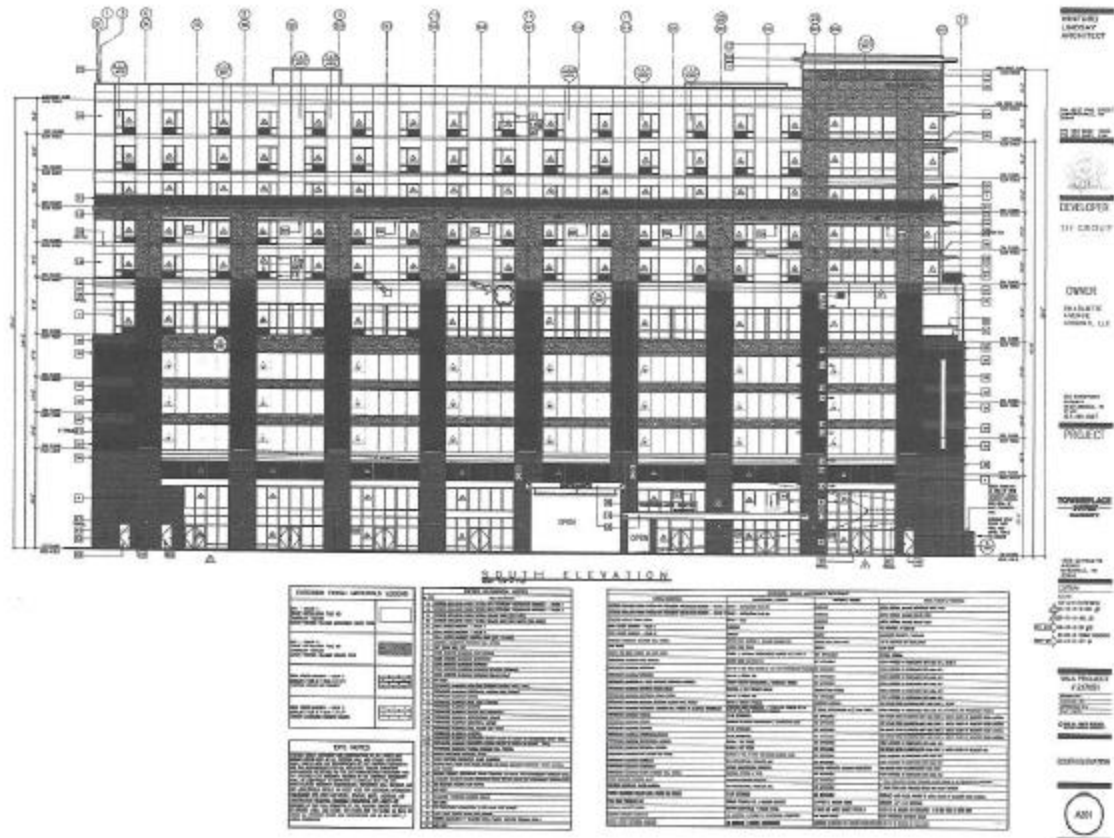
Me this 17th day of November, 2020

[Signature]
(NOTARY PUBLIC)

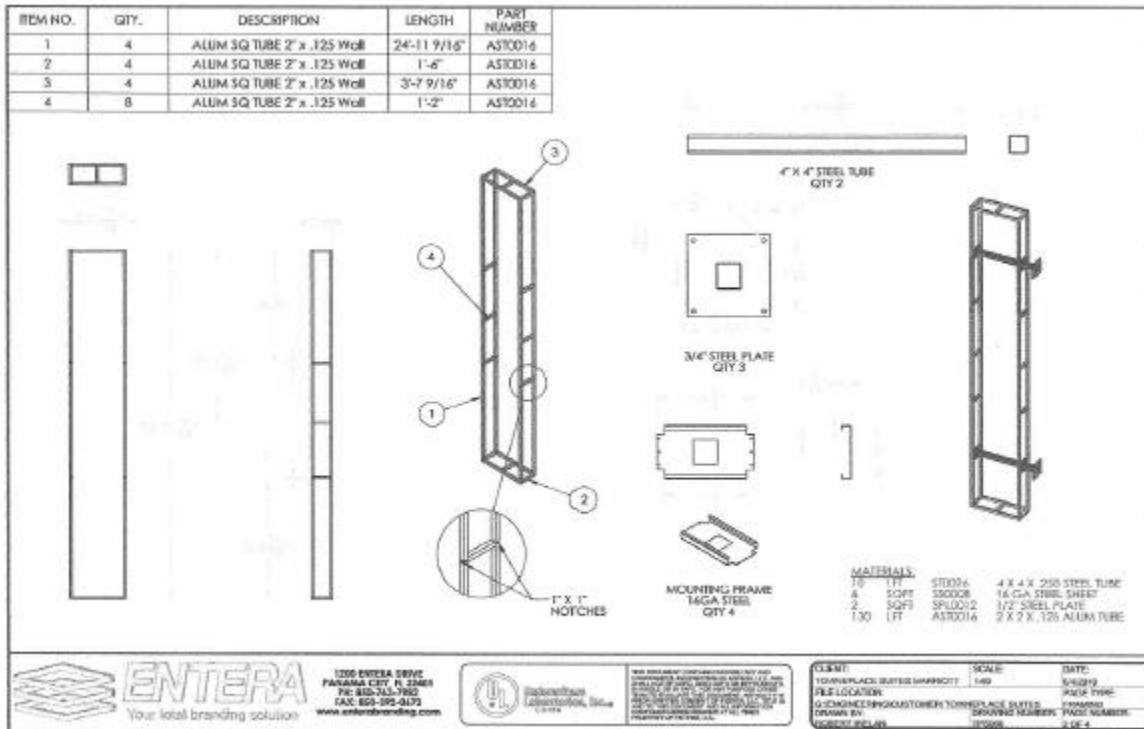
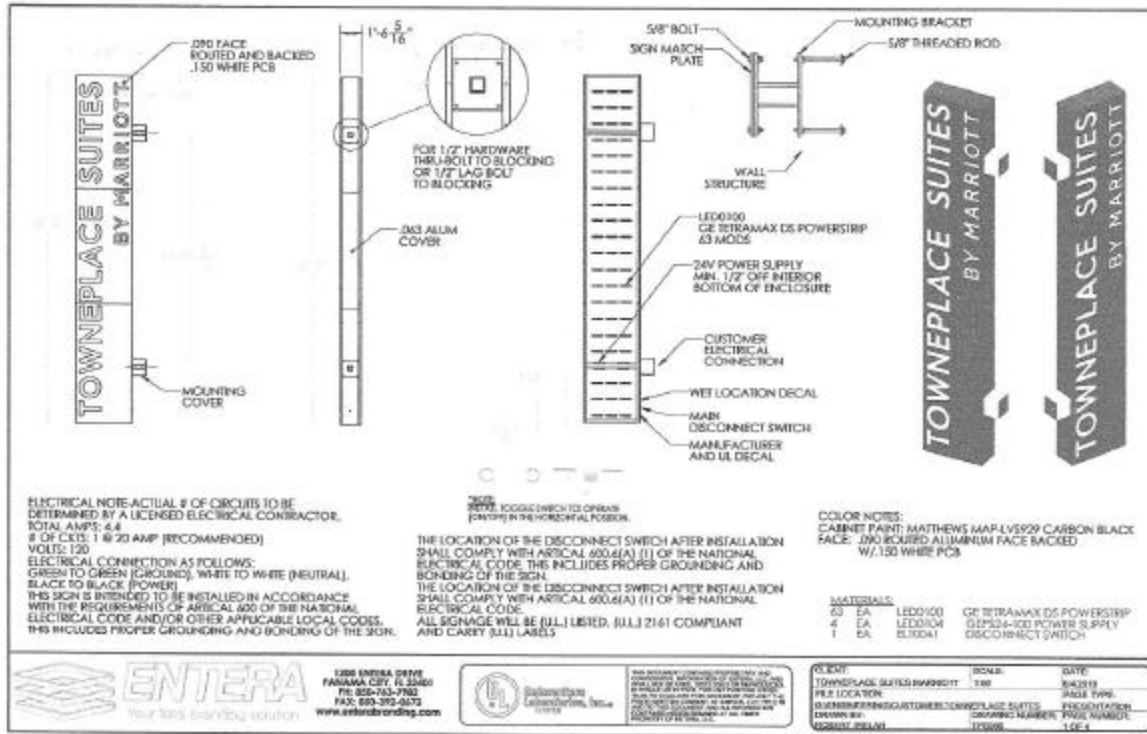


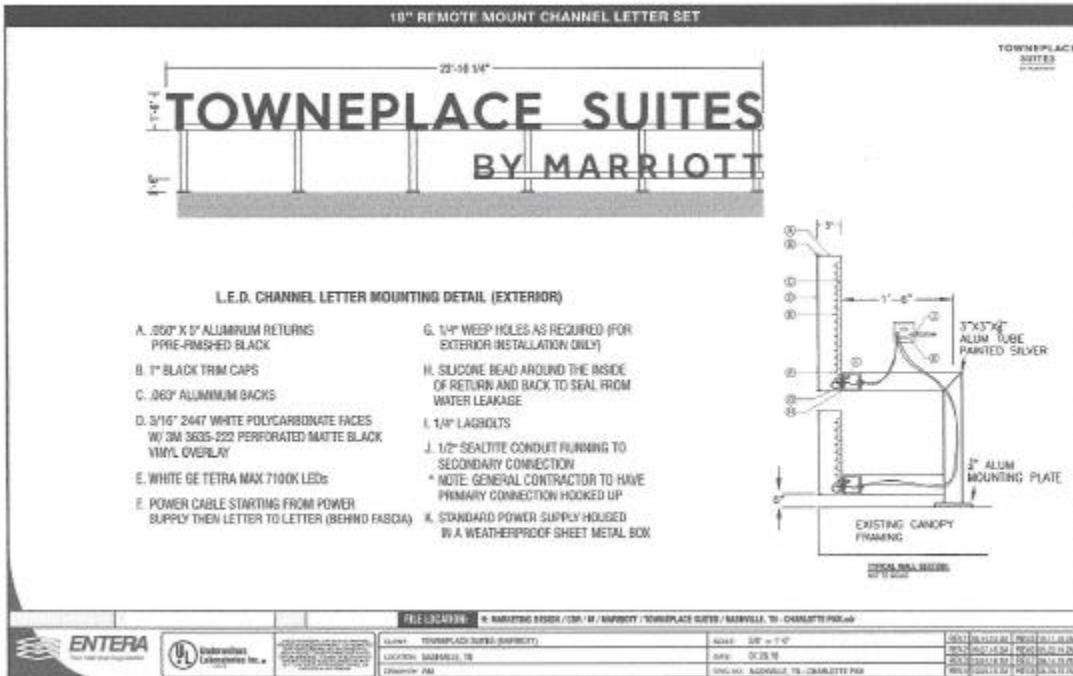
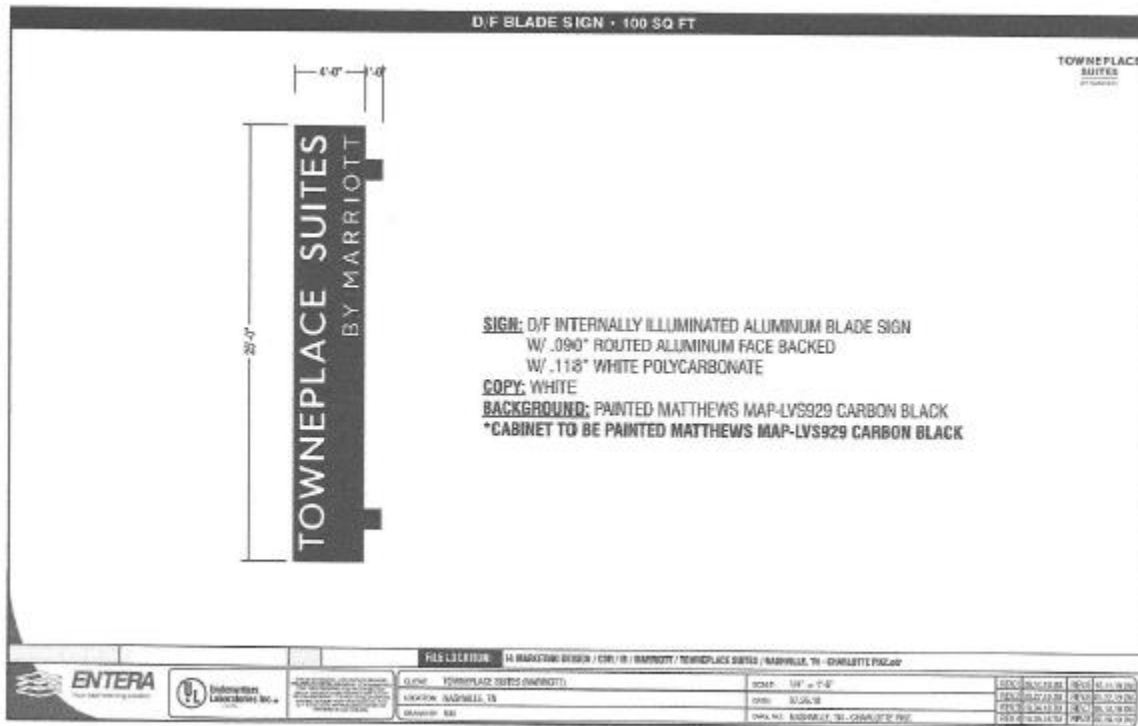
My Commission Expires: January 25, 2023

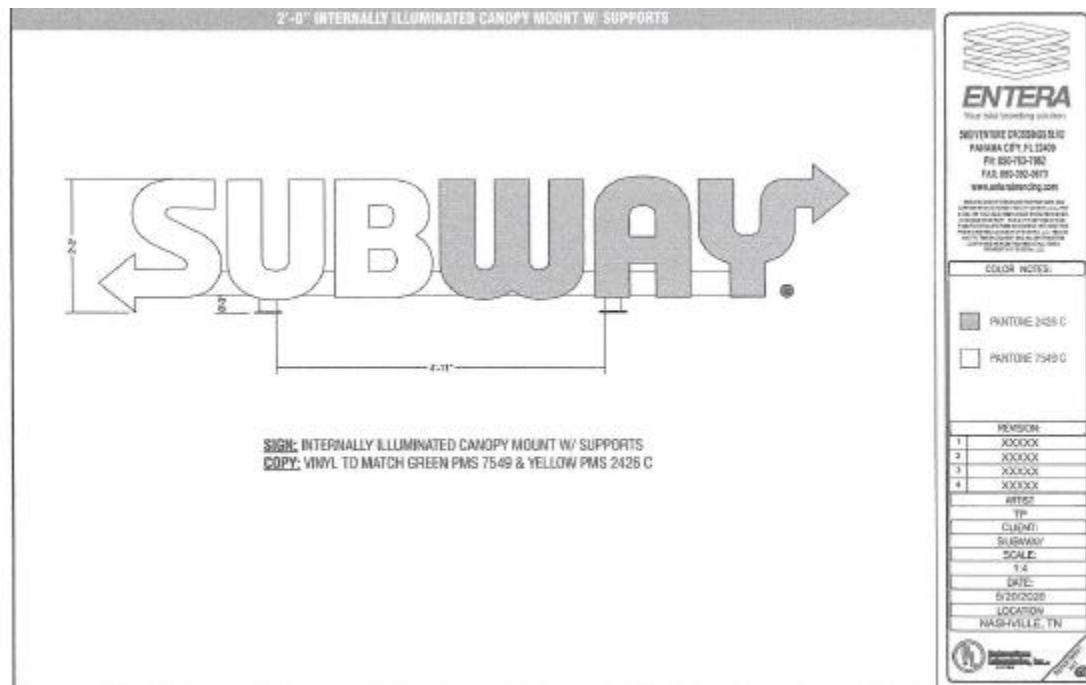
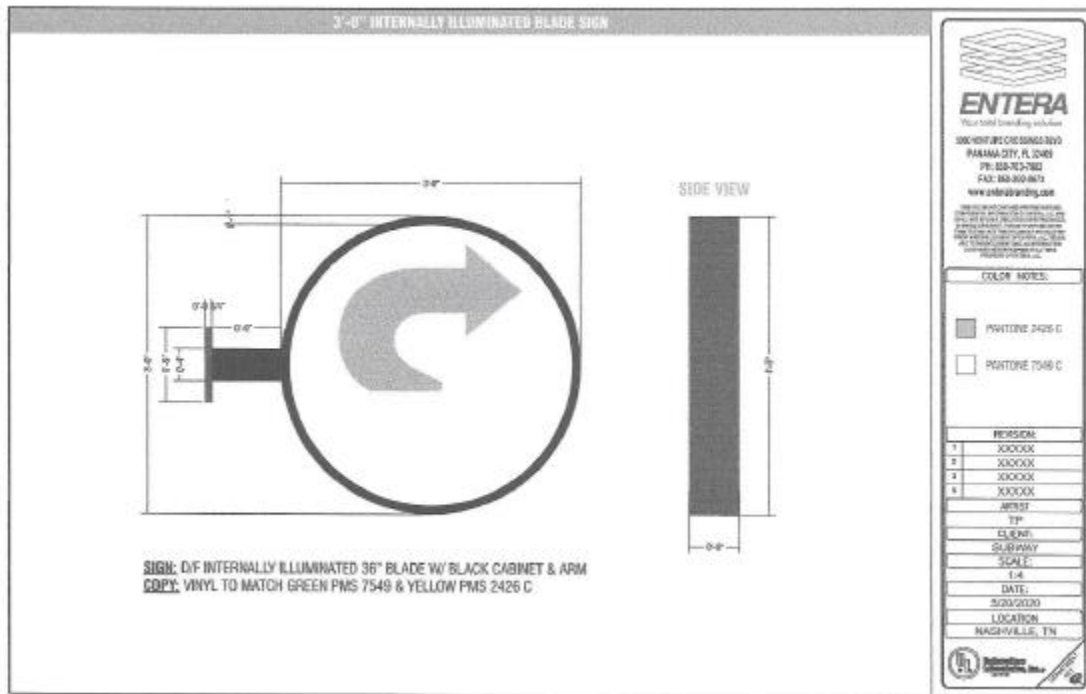




[illegible]{N0392099.1}







ACORD	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 11/16/2020	Client#: 659107 3HGROUP																				
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME</td> </tr> <tr> <td>PHONE (A/C, INL, EXT)</td> <td>FAX (A/C, INL)</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : Regent Insurance Company</td> </tr> <tr> <td>INSURER B : General Casualty Company of WI</td> <td style="text-align: right;">24414</td> </tr> <tr> <td>INSURER C : Fireman's Fund Insurance Company</td> <td style="text-align: right;">21873</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co.</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER E : MEMIC Indemnity Company</td> <td style="text-align: right;">11030</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>			CONTACT NAME		PHONE (A/C, INL, EXT)	FAX (A/C, INL)	E-MAIL ADDRESS		INSURER(S) AFFORDING COVERAGE		INSURER A : Regent Insurance Company		INSURER B : General Casualty Company of WI	24414	INSURER C : Fireman's Fund Insurance Company	21873	INSURER D : Travelers Property Casualty Co.	25674	INSURER E : MEMIC Indemnity Company	11030	INSURER F :	
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INSURER F :																							
INSURED 3H Group Inc. 505 Riverfront Pkwy Chattanooga, TN 37402																							
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.																							
POLICY	TYPE OF INSURANCE	ADDL. SUBR. INSR.	POLICY NUMBER																				
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 Liquor Liab CBA1336230																				
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		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) \$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		03/15/2020 03/15/2021 EACH OCCURRENCE \$50,000,000																				
D	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		03/15/2020 03/15/2021 AGGREGATE \$50,000,000																				
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	03/15/2020 03/15/2021 PER STATUTE 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 81 55 03 08 CGL Primary and Non-Contributory Form# CG 81 55 03 09 (See Attached Descriptions)																							
CERTIFICATE HOLDER		CANCELLATION																					
The Metropolitan Government of Nashville & Davidson County c/o Insurance & safety Division 222 3rd Ave. North, Ste #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 PETER J. KRAUSE																					



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.

Analysis

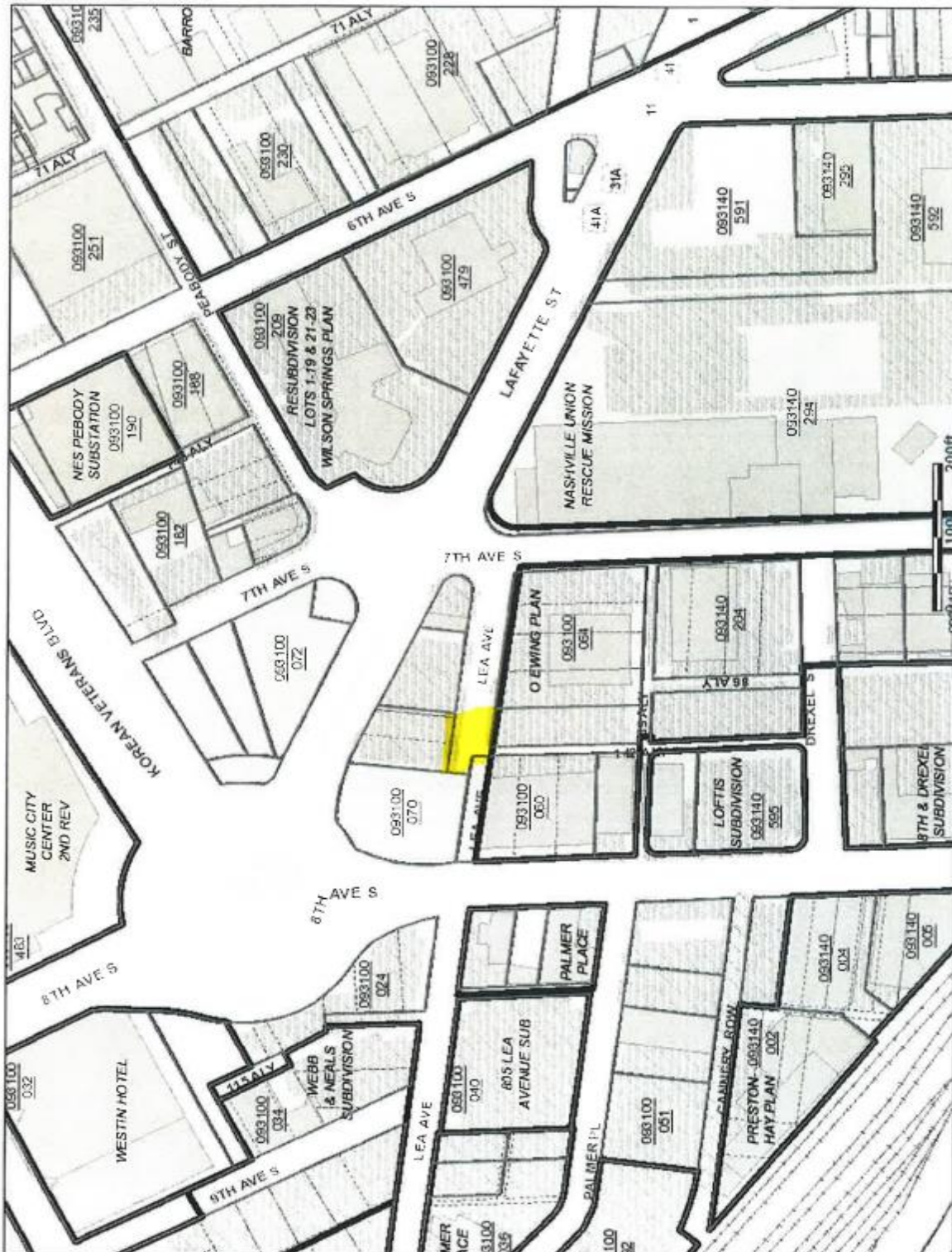
This ordinance abandons Lea Avenue from the dead end, between 7th Avenue South and 8th Avenue South, southeastwardly approximately 80 feet. The abandonment has been requested by Ragan Smith Associates. Metro Public Works has determined there is no future need for this roadway for Metro purposes. Metro 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.

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) 882-8750 ♦ 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:

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

business home business mobile

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: 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 Donnell CIRCLE SOUTH HOLDINGS (TN), LLC	711 LEA AVE NASHVILLE, TN 37203	615-338-8487	09310006100	
 Clay Donnell CIRCLE SOUTH HOLDINGS (TN), LLC	712 LEA AVE NASHVILLE, TN 37203	615-338-8487	09310006700	



**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.

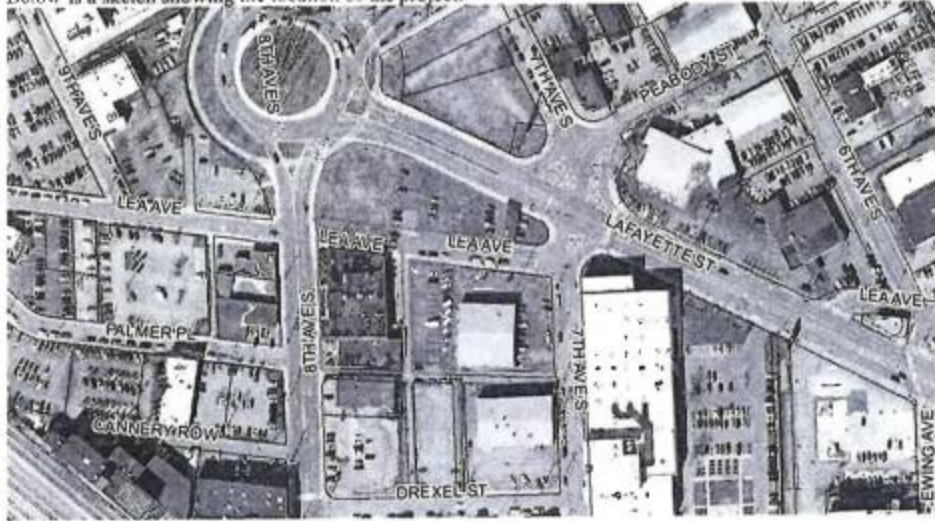
The approval was conditioned with the following items:

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,

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

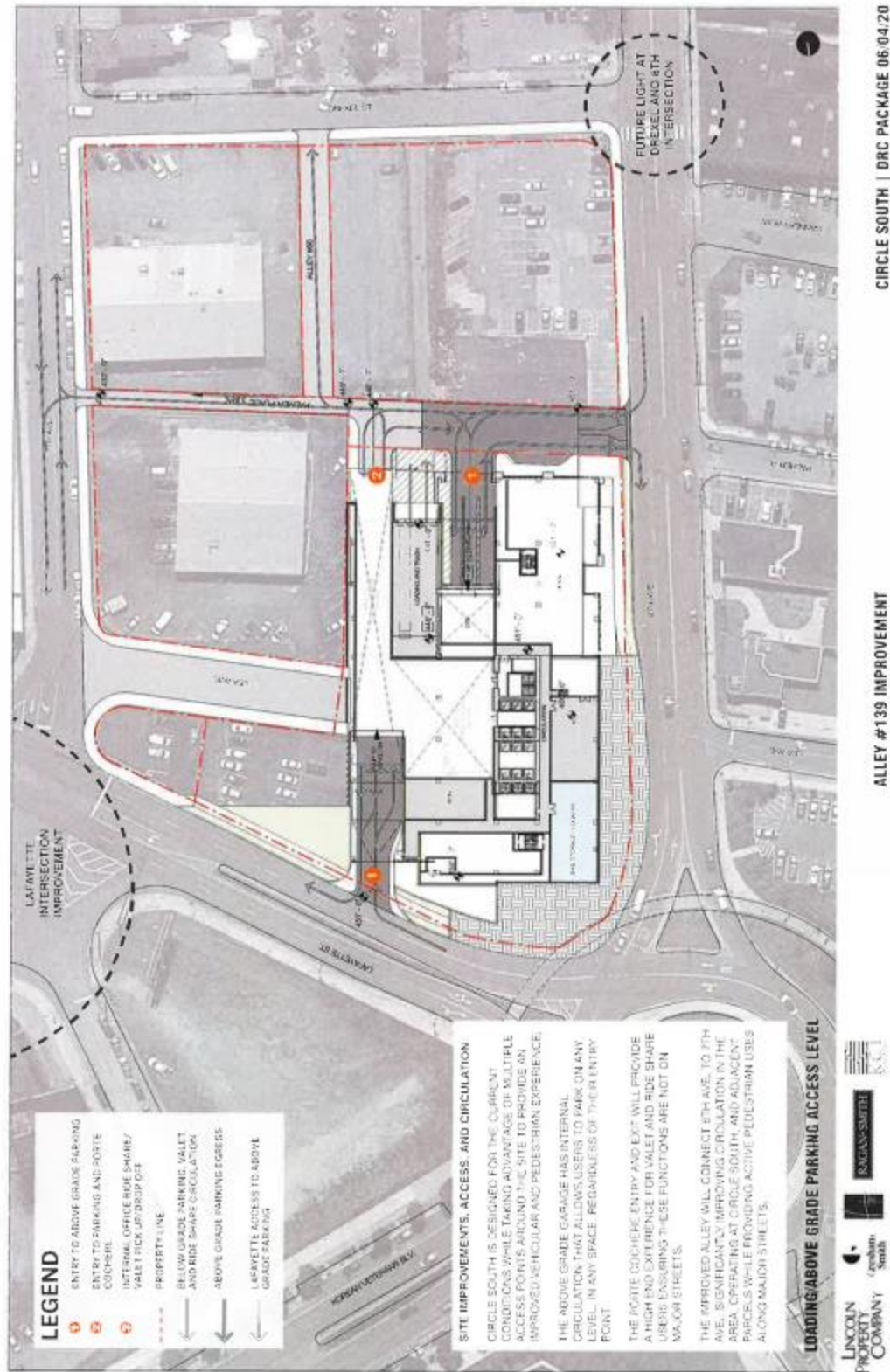
Once a resolution or bill has been filed, you can check the status of the legislation by visiting the Metro Clerk's web site at www.nashville.gov/mc/ordinances. You may select **Resolutions** or **Ordinances** from the left navigation menu to view either, and each is listed in descending order by Council 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.

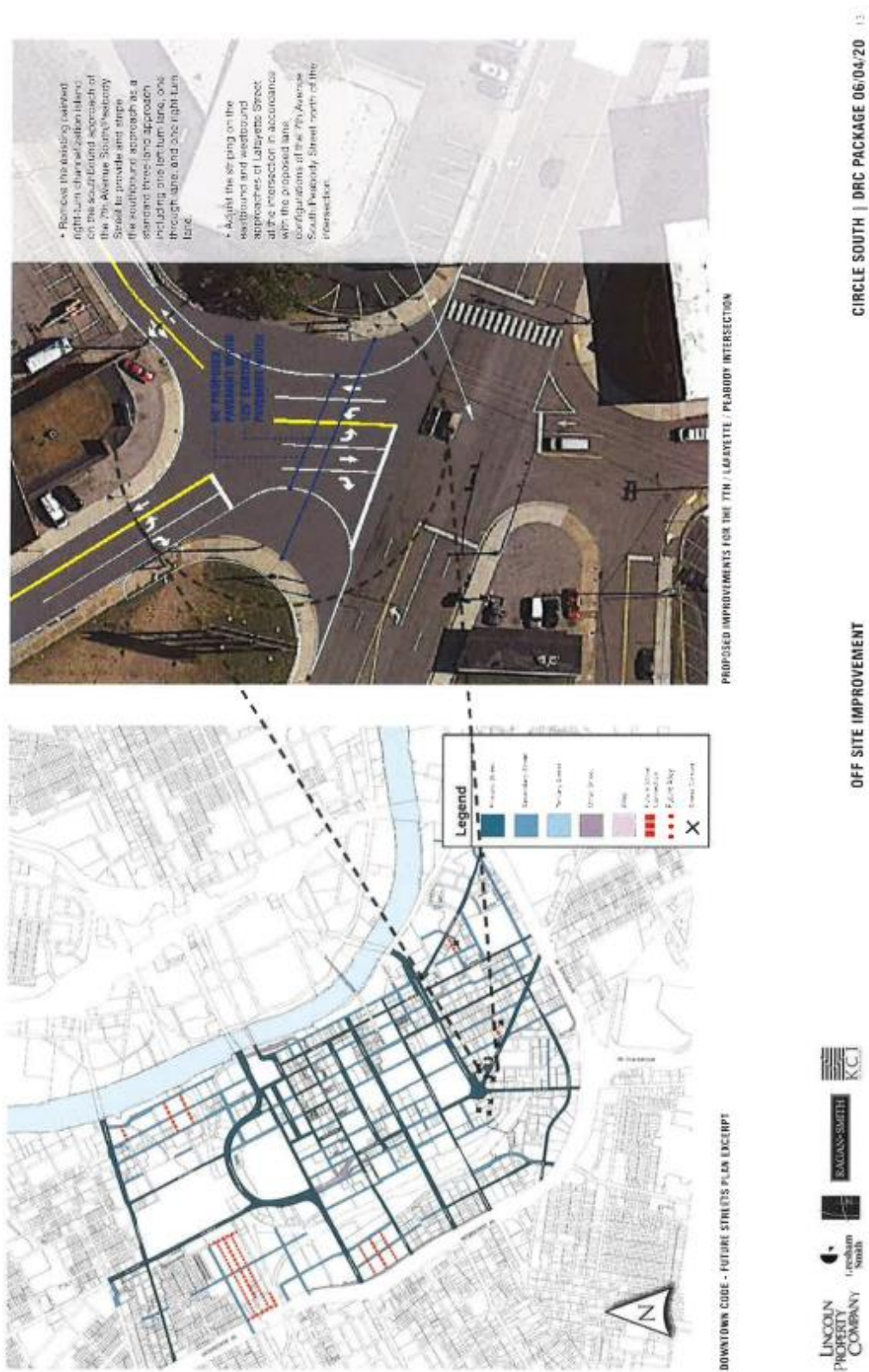
If you have comments about your experience with the Planning Department please email planningsurvey@nashville.gov

Sincerely,

Lucy Kempf
Executive Director

CC: Councilmember Freddie O'connell, *Council Staff District 19*







CIRCLE SOUTH | DRC PACKAGE 06/04/20

PUBLIC SPACE - SITE PLAN





AMENITY TERRACE AND GREEN ROOF

CIRCLE SOUTH | DRC PACKAGE 06/04/20



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	25,200'	317 Stories ²
		25,200' x 1.25 = 31,500' ²	3 Stories
		31,500' x 1.25 = 39,375' ²	317 Stories ²

Typical Office Level

7 (1) 400 Publicly Accessible Open Space (K 7) / 25,200 Typical Office Level = 3.17 Stories

PUBLICLY ACCESSIBLE OPEN SPACE
(11,400 SF TOTAL AREA)

Bonus Height Program

Publicly Accessible Open Space

Publicly Accessible Open Space
According to the applicable open space act (section 10a-100), publicly accessible open space provides the community with opportunities to be in an outdoor setting, while enjoying social interaction. For the City of Danbury, there are a lot of public spaces in which the Open Space design can be utilized.

Open Space must be dropped to the next square vertically of the DTC. To be eligible for the High Bonus, open space must be a minimum of 1/2 acre in size.

- a. Pluses are not eligible for the flag.

or business are available (web link publicly accessible, non-proprietary)
Publicly or internally owned) was scored.



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.

Analysis

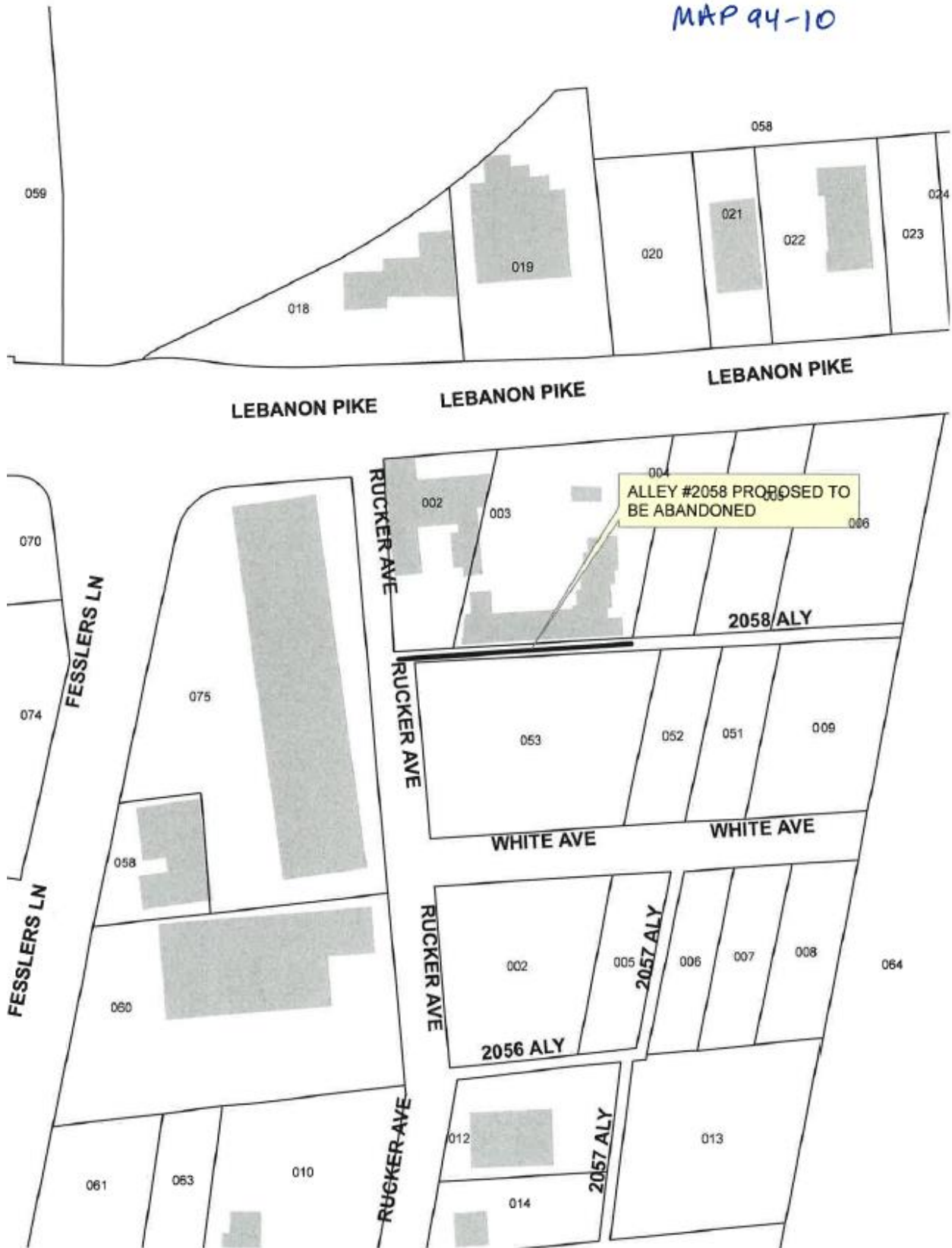
This ordinance abandons Alley #2058 from Rucker Ave eastward. The abandonment has been requested by Dale and Associates. Metro Public Works has determined there is no future need for this roadway for Metro purposes. Metro will retain all utility easements located within the portion of the roadway to 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.

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

Fax: business home business mobile

E-mail: dkendall@dmgnashville.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)

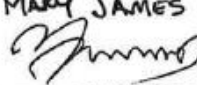
As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

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.

Analysis

This ordinance Alley #142 from Lea Avenue southward to Drexel Street, between 7th Avenue South and 8th Avenue South. The abandonment has been requested by Ragan Smith Associates. Metro Public Works has determined there is no future need for this roadway for Metro purposes. This ordinance also abandons all utility easements.

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.

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 3rd Street ♦ Nashville, TN 37203 ♦ (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: Brad Slayden

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

Amount paid: \$300.00






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
 CIRCLE SOUTH HOLDINGS (TN), LLC	500 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310006000	
 CIRCLE SOUTH HOLDINGS (TN), LLC	512 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310005800	
 CIRCLE SOUTH HOLDINGS (TN), LLC	711 LEA AVE NASHVILLE, TN 37203	615-338-8487	09310006100	
 CIRCLE SOUTH RESIDENTIAL (TN) LLC	514 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310005700	
 CIRCLE SOUTH RESIDENTIAL (TN) LLC	522 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09314059500	
 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.

Analysis

This ordinance abandons an unnumbered alley from the intersection of 6th Avenue South and Oak Street southwestward to the railroad right-of-way. The abandonment has been requested by Barge Cauthen and Associates, Inc. Metro Public Works has determined there is no future need for this roadway for Metro purposes. Metro will retain all utility easements located within the portion of the alleyway to be abandoned.

Future amendments to this ordinance may be approved by resolution.

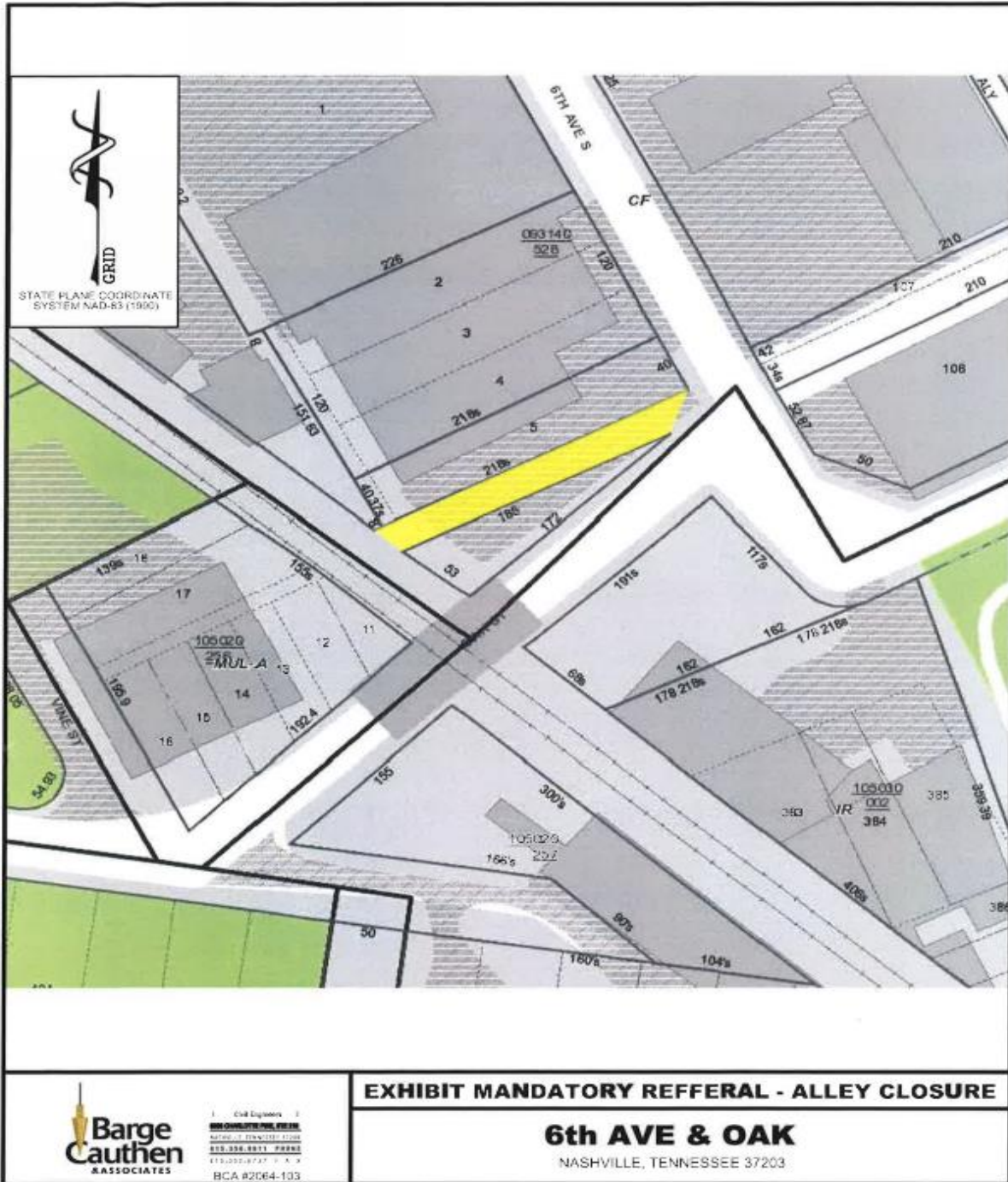
This abandonment has been approved by the Planning Commission and referred to the Traffic and Parking Commission.

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.

Proposal Number 2020M-019AB-001

Map: 93-14

Council District #17



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: 6806 Charlotte Pike, 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

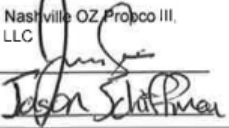
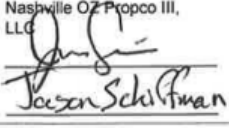
Amount paid: \$ \$300.00

Accepted by: 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
Nashville OZ Propco III, LLC  Jason Schiffman	939 6th Ave S Nashville, TN 37203		93-14	527
Nashville OZ Propco III, LLC  Jason Schiffman	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.

Analysis

This ordinance abandons approximately 489 linear feet of existing 36 inch water main, 151 linear feet of existing 30 inch water main, 231 linear feet of existing 16 inch water main, and the associated easements, and accepts approximately 639 linear feet of new 36 inch water main, 36 linear feet of new 16 inch water main, 45 linear feet of new eight inch water main, two fire hydrant assemblies, and associated easements, for two properties located at 715 Merritt Avenue and Hagan Street (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. Abandoned and donated easements have no market value according to the Department of Water Services.

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

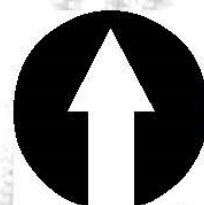
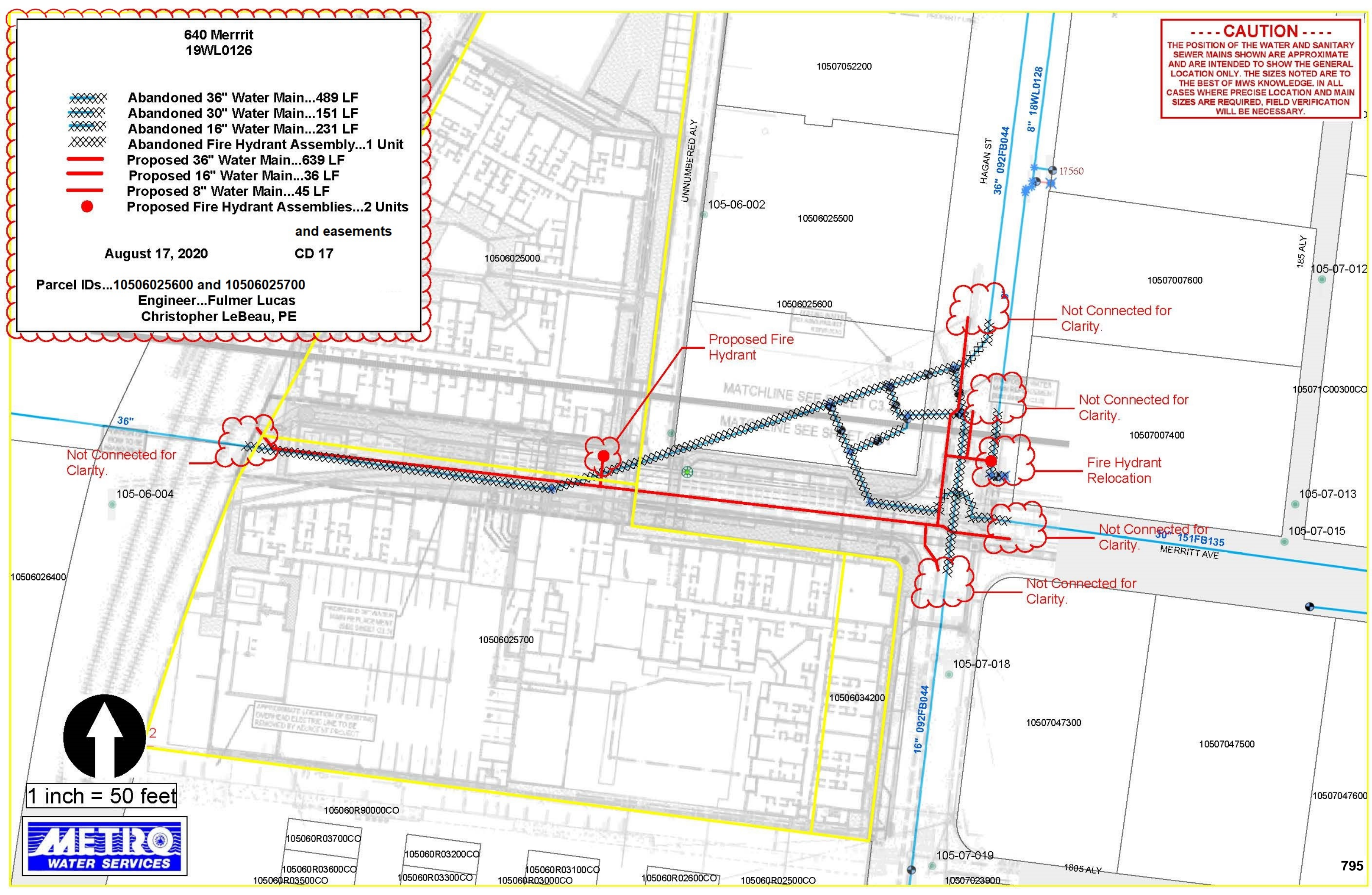
CD 17

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

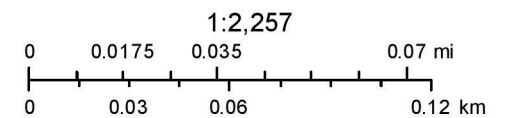


Nashville / Davidson County Parcel Viewer



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.

Analysis

This ordinance abandons approximately 40 linear feet of existing eight inch sanitary sewer main, adjusts a sanitary sewer manhole, and accepts approximately 40 linear feet of new eight inch sanitary sewer main) encased in concrete and one sanitary sewer manhole pro properties located at 900, 910, 912, and 926 13th Avenue South, also known as AMEC Publishing House. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

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.

