



# Metropolitan Nashville and Davidson County, TN Meeting Agenda

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

## Metropolitan Council

Tuesday, April 20, 2021

6:30 PM

Metropolitan Courthouse

### Announcements

#### A. Call to Order

#### B. Pledge of Allegiance

#### C. Roll Call

#### D. Approval of Minutes

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

*Members of the public are encouraged not to attend this meeting in person in order to protect the public health, safety, and welfare. Council Members will participate electronically, and members of the public may watch the meeting live online at [stream.nashville.gov](http://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.*

### F. Elections and Confirmations

#### F1. [21-039](#) Community Oversight Board

Election to fill 1 vacancy for a term expiring January 31, 2023.

- Dr. Sabrina Finney (Petition)
- Mr. Mark Wynn (Nominated by FOP, Mary Parrish Center, TN Voices for Victims)

#### Legislative History

4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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#### F2. [21-034](#) CATV Special Committee

Appointment of Ms. Karen Southall for a term expiring March 1, 2024.

#### Legislative History

3/30/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
4/6/21	recommended for deferral	
4/6/21	Metropolitan Council	deferred

**F3. [21-035](#)** Electrical Examiners and Appeals Board

Reappointment of Mr. Terry Atwood for a term expiring June 20, 2025.

**Legislative History**

3/30/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

4/6/21 recommended for deferral

4/6/21 Metropolitan Council deferred

**F4. [21-040](#)** Fire and Building Code Appeals Board

Appointment of Ms. Marina Ntoupis for a term expiring June 20, 2025.

**Legislative History**

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

**F5. [21-041](#)** Hospital Authority

Appointment of Ms. Michelle Gaskin Brown for a term expiring July 11, 2024. Ms. Gaskin will fill the unexpired term of Ms. Denise Sadler.

**Legislative History**

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

**F6. [21-042](#)** Human Relations Commission

Appointment of Deaconess Garlinda Burton for a term expiring April 18, 2024.

**Legislative History**

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

**F7. [21-043](#)** Human Relations Commission

Reappointment of Mr. Pratik Dash for a term expiring April 18, 2024.

**Legislative History**

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

**F8. [21-044](#)** Human Relations Commission

Appointment of Ms. Ariel Safdie for a term expiring April 18, 2024.

**Legislative History**

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee



**F9. [21-045](#)** Human Relations Commission

Appointment of Mr. Josh Wood for a term expiring April 18, 2024.

**Legislative History**

4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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**F10. [21-046](#)** Human Relations Commission

Appointment of Ms. Nancy Youssef for a term expiring April 18, 2024.

**Legislative History**

4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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**F11. [21-047](#)** Parks and Recreation

Reappointment of Dr. Michelle Steele for a term expiring March 30, 2026.

**Legislative History**

4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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**F12. [21-048](#)** Plumbing Examiners and Appeals Board

Appointment of Ms. Morgan Miller-Wallace for a term expiring March 10, 2025.

**Legislative History**

4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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**F13. [21-049](#)** Public Library Board

Reappointment of Dr. Adriana Bialostozky for a term expiring April 6, 2028.

**Legislative History**

4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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**F14. [21-038](#)** Social Services Commission

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

**Legislative History**

3/30/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
	4/6/21	recommended for deferral
4/6/21	Metropolitan Council	deferred

## G. Consent Resolutions and Resolutions

1. [RS2021-837](#) A resolution providing amendments to the Charter of the Metropolitan Government of Nashville and Davidson County, Tennessee, in accordance with Article 19, Section 19.01 thereof, and setting forth a brief description of each amendment to be placed upon the ballot.

**Sponsors:** Mendes

**Attachments:** [RS2021-837 Amendment](#)

**Legislative History**

3/26/21	Metropolitan Council	filed
4/6/21	Charter Revision Committee	approved
	approved with an amendment	
4/6/21	Metropolitan Council	amended
4/6/21	Metropolitan Council	deferred
4/8/21	Charter Revision Commission	approved as amended

2. [RS2021-874](#) A resolution setting the date and time for the 2021 State of the Metropolitan Government Address.

**Sponsors:** Johnston

**Legislative History**

4/13/21	Metropolitan Council	filed
4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

3. [RS2021-875](#) A resolution approving a Victims of Crime Act (VOCA) application and accepting a VOCA grant from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to fund the Wrapping Around Families for Success Program.

**Sponsors:** Toombs, Gamble, Porterfield and Suara

**Attachments:** [RS2021-875 Exhibit](#)

**Legislative History**

4/13/21	Metropolitan Council	referred to the Budget and Finance Committee
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4. [RS2021-876](#) A resolution accepting a grant from the Tennessee Emergency Management Agency to the Metropolitan Government, acting by and through the Department of Finance, to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-4550-DR-TN for costs incurred for severe storms, straight-line winds, and flooding on March 3 - 4, 2020.
- Sponsors:** Toombs, Styles, Porterfield and Suara
- Attachments:** [RS2021-876 Exhibit](#)
- Legislative History**
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|---------|----------------------|--|
| 4/13/21 | Metropolitan Council | referred to the Budget and Finance Committee |
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5. [RS2021-877](#) A resolution approving a contract between The Metropolitan Government of Nashville and Davidson County and Republic Services, Inc. for the provision and collection of waste and recycling containers in addition to the repair and purchase of waste and recycling bins on an as needed basis.
- Sponsors:** Toombs, Nash and Styles
- Attachments:** [RS2021-877 Exhibit](#)
- Legislative History**
- |         |                      |  |
|---------|----------------------|--|
| 4/13/21 | Metropolitan Council | referred to the Budget and Finance Committee |
| 4/13/21 | Metropolitan Council | referred to the Public Works Committee       |
6. [RS2021-878](#) A resolution accepting a grant from the National Association of County and City Health Officials (NACCHO) to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to participate in the Sexually Transmitted Infections Express Cost Evaluation Project to estimate the cost effectiveness of express services compared to non-express services.
- Sponsors:** Toombs and Taylor
- Attachments:** [Exhibit](#)
- Legislative History**
- |         |                      |  |
|---------|----------------------|--|
| 4/13/21 | Metropolitan Council | referred to the Budget and Finance Committee                     |
| 4/13/21 | Metropolitan Council | referred to the Health, Hospitals, and Social Services Committee |

7. [RS2021-879](#) A resolution approving an intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department (hereinafter “MNPd”), and the Tennessee Valley Authority (hereinafter “TVA”) for extra-duty police services.

**Sponsors:** Toombs and Gamble

**Attachments:** [RS2021-879 Exhibit](#)

**Legislative History**

4/13/21 Metropolitan Council referred to the Budget and Finance Committee

4/13/21 Metropolitan Council referred to the Public Safety, Beer, and Regulated Beverages Committee

8. [RS2021-880](#) A resolution approving an application for a Community-Based Traffic Safety Enforcement and Education grant from the Tennessee Highway Safety Office, to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to continue the enhanced DUI enforcement initiative and target distracted driving and seatbelt enforcement.

**Sponsors:** Toombs and Gamble

**Attachments:** [RS2021-880 Exhibit](#)

**Legislative History**

4/13/21 Metropolitan Council referred to the Budget and Finance Committee

4/13/21 Metropolitan Council referred to the Public Safety, Beer, and Regulated Beverages Committee

9. [RS2021-881](#) A resolution approving an application for an Infrastructure for Rebuilding America (INFRA) grant from the Tennessee Department of Transportation to The Metropolitan Government, acting by and through the Metropolitan Nashville Public Works Department, for the Jefferson Street Multimodal Cap and Connector to better connect the north and south sides of North Nashville with Jefferson Street serving as its anchor.

**Sponsors:** Taylor, OConnell, Hurt, Toombs, Nash and Suara

**Attachments:** [RS2021-881 Exhibit](#)

**Legislative History**

4/13/21 Metropolitan Council referred to the Budget and Finance Committee

4/13/21 Metropolitan Council referred to the Public Works Committee

10. [RS2021-882](#) A resolution approving Joint Funding Agreement No.21MLJFATNDA083 between the United States Department of the Interior - United States Geological Survey and the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, for the continued operation and maintenance of Water Quality Monitors and flood warning gages from FY2022 through FY2026 on Mill Creek, Dry Creek, Browns Creek, Richland Creek, Whites Creek, Sevenmile Creek, Mansker Creek, Stones River and Cumberland River.

**Sponsors:** Toombs, Nash, Gamble, Bradford, Porterfield and Suara

**Attachments:** [RS2021-882 Exhibit](#)

**Legislative History**

4/13/21 Metropolitan Council referred to the Budget and Finance Committee

4/13/21 Metropolitan Council referred to the Public Works Committee

11. [RS2021-883](#) A resolution approving Administrative Amendment 1 to a participation agreement by and between the University of Tennessee and the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, for the development of an Urban Waters Report Card.

**Sponsors:** Nash

**Attachments:** [RS2021-883 Exhibit](#)

**Legislative History**

4/13/21 Metropolitan Council referred to the Public Works Committee

12. [RS2021-884](#) A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of Robert F. Harwell against the Metropolitan Government of Nashville and Davidson County in the amount of \$19,122.34, with said amount to be paid out of the Self-Insured Liability Fund.

**Sponsors:** Toombs

**Attachments:** [RS2021-884 Letter to Clerk](#)

**Legislative History**

4/13/21 Metropolitan Council referred to the Budget and Finance Committee

13. [RS2021-885](#) A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of Michael Hodge against the Metropolitan Government of Nashville and Davidson County in the amount of \$58,087.23, with said amount to be paid out of the Self-Insured Liability Fund.

**Sponsors:** Toombs

**Attachments:** [RS2021-885 Letter to Clerk](#)

**Legislative History**

4/13/21 Metropolitan Council referred to the Budget and Finance Committee

14. [RS2021-886](#) A resolution requesting Mayor John Cooper, to the extent the Fiscal Year 2021 actual revenues exceed budgeted revenues, to provide funding for new public safety employees and for personnel to serve as project managers to assist the development community with navigating Metro's approval and inspection process.

**Sponsors:** Glover

**Legislative History**

4/13/21 Metropolitan Council filed

4/13/21 Metropolitan Council referred to the Budget and Finance Committee

15. [RS2021-887](#) A resolution honoring the life of Jenny Tygard.

**Sponsors:** Rosenberg, Hurt, Suara and Hausser

**Legislative History**

4/13/21 Metropolitan Council filed

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

16. [RS2021-888](#) A Resolution honoring Dr. Bob Fisher upon the occasion of his retirement as President of Belmont University.

**Sponsors:** Cash and Allen

**Legislative History**

4/13/21 Metropolitan Council filed

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

17. [RS2021-889](#) A Resolution honoring and congratulating Edith Cavender Cantrell on the celebration of her 100th birthday.

**Sponsors:** Syracuse and Hagar

**Legislative History**

4/13/21 Metropolitan Council filed

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

18. [RS2021-890](#) A Resolution condemning violence and hatred toward Asian-Americans and Pacific Islanders.

**Sponsors:** Hurt, Vercher, Styles, Porterfield, Suara, Gamble, Mendes and Withers

**Legislative History**

4/13/21 Metropolitan Council filed

4/13/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

19. [RS2021-891](#) A Resolution to commemorate the 51st anniversary of Earth Day, and to recognize April 24, 2021 as Earth Day in Nashville and Davidson County.

**Sponsors:** Hancock, Hurt, Bradford and Allen

**Legislative History**

4/13/21	Metropolitan Council	filed
4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

## H. Late Resolutions

- H1. [RS2021-XXX \(Porterfield\)](#) A Resolution Recognizing the 100th Birthday of Mr. Jerry Neal.

**Sponsors:** Druffel

**Legislative History**

4/19/21	Metropolitan Council	filed
4/19/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

- H2. [RS2021-XXX \(Toombs\)](#) A resolution recognizing the month of April as “Mathematics and Statistics Awareness Month” in Nashville and Davidson County, and further recognizing Nashville’s female mathematicians as part of the month-long celebration.

**Sponsors:** Henderson

**Legislative History**

4/19/21	Metropolitan Council	filed
4/19/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

## I. Bills on Introduction and First Reading

20. [BL2021-718](#) An ordinance to amend Title 2 of the Metropolitan Code, Chapter 2.76 related to the Board of Electrical Examiners and Appeals, 2.84 related to the Board of Gas/Mechanical Examiners and Appeals, and 2.92 related to the Board of Plumbing Examiners and Appeals.

**Sponsors:** Cash

**Legislative History**

4/13/21	Metropolitan Council	filed
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21. [BL2021-720](#) An Ordinance to amend Section 16.24.330 of the Metropolitan Code to require homeowners association signs.

**Sponsors:** Styles

**Legislative History**

4/13/21	Metropolitan Council	filed
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22. [BL2021-721](#) An Ordinance amending Sections 17.08.030 and 17.16.050 of the Metropolitan Code, Zoning Regulations to remove the Alternative Financial Services use from the ON - Office Neighborhood, CN - Commercial Neighborhood, CN-A - Commercial Neighborhood Alternative, CN-NS - Commercial Neighborhood No STRP, and CN-A-NS - Commercial Neighborhood Alternative No STRP zoning districts (Proposal No. 2021Z-004TX-001).

**Sponsors:** Porterfield

**Attachments:** [BL2021-721 Exhibit A](#)

**Legislative History**

4/13/21 Metropolitan Council filed

4/13/21 Metropolitan Council referred to the Planning Commission

23. [BL2021-722](#) An ordinance amending Section 17.40.060 of Title 17 of the Metropolitan Code, Zoning Regulations, to allow only district members of the Metropolitan Council to initiate applications to amend the official zoning map of property owned by the Metropolitan Government, and amending Section 2.24.190 of the Metropolitan Code to require the Director of Public Property Administration to provide a monthly property inventory report to the Metropolitan Council (Proposal No. 2021Z-005TX-001).

**Sponsors:** Hall

**Legislative History**

4/13/21 Metropolitan Council filed

4/13/21 Metropolitan Council referred to the Planning Commission

24. [BL2021-723](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water main and easements, and to accept new water main, a fire hydrant assembly and easements, for two properties located at 1302 A and 1302 B Pillow Street, also known as the Pillow Street Water Main Extension (MWS Project No. 20-WL-142 and Proposal No. 2021M-023ES-001).

**Sponsors:** Sledge, Murphy and Nash

**Attachments:** [BL2021-723 Exhibit](#)

**Legislative History**

3/18/21 Planning Commission approved

25. [BL2021-724](#) 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 18th Avenue South to Alley Number 442. (Proposal Number 2021M-003AB-001).

**Sponsors:** Sledge, Murphy, Nash and OConnell

**Attachments:** [BL2021-724 Exhibit](#)

**Legislative History**



4/1/21 Planning Commission approved with conditions

## J. Bills on Second Reading

26. [BL2020-492](#) An ordinance to amend Section 12.36.110 of the Metropolitan Code pertaining to weight restrictions on certain roads.

**Sponsors:** Rosenberg

**Attachments:** [BL2020-492](#)

### **Legislative History**

10/20/20	Metropolitan Council	passed on first reading
11/5/20	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
11/17/20	recommended for deferral to December 15, 2020	
12/15/20	recommended for deferral to January 19, 2021	
4/6/21	deferred by rule to April 20, 2021	
11/5/20	Metropolitan Council	referred to the Public Works Committee
11/17/20	recommended for deferral to December 15, 2020	
12/15/20	recommended for deferral to January 19, 2021	
4/6/21	deferred by rule to April 20, 2021	
11/5/20	Metropolitan Council	deferred
11/17/20	Metropolitan Council	deferred to December 15, 2020
12/15/20	Metropolitan Council	deferred indefinitely
3/8/21	Traffic and Parking Commission	approved
3/30/21	Metropolitan Council	reinstated
4/6/21	Metropolitan Council	deferred
	Rule 43 automatic deferral	

27. [BL2020-493](#) An ordinance to amend Section 12.40.190 of the Metropolitan Code of Laws relative to night parking restrictions.

**Sponsors:** Sledge, Cash, Allen and Taylor

**Attachments:** [BL2020-493](#)

### **Legislative History**

10/20/20	Metropolitan Council	passed on first reading
11/5/20	Metropolitan Council	deferred
11/17/20	Metropolitan Council	referred to the Public Works Committee
4/6/21	deferred by rule to April 20, 2021	
11/17/20	Metropolitan Council	deferred indefinitely
3/30/21	Metropolitan Council	reinstated
4/6/21	Metropolitan Council	deferred
	Rule 43 automatic deferral	

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

**Sponsors:**

OConnell, Rosenberg, Young and Sepulveda

**Legislative History**

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

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

**Sponsors:**

Johnston, Pulley, Nash, Rutherford and Murphy

**Legislative History**

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

30. [BL2021-654](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RM2 to RS40 property located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), all of which is described herein (Proposal No. 2021Z-026PR-001).

**Sponsors:** Rosenberg

**Attachments:** [BL2021-654 Sketch](#)

**Legislative History**

2/9/21	Metropolitan Council	filed
2/16/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
3/25/21	Planning Commission (6-1)	disapproved
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	4/6/21 public hearing held; second reading deferred
4/6/21	Metropolitan Council	deferred
		Second reading deferred to April 20, 2021
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

31. [BL2021-655](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by canceling a portion of the Riverwalk Planned Unit Development district located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road, (58.48 acres), approved for 61 multi-family dwelling units, all of which is described herein (Proposal No. 2000P-003-003).

**Sponsors:** Rosenberg

**Attachments:** [BL2021-655 Sketch](#)

**Legislative History**

2/9/21	Metropolitan Council	filed
2/16/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
3/25/21	Planning Commission (6-1)	disapproved
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	4/6/21 public hearing held; second reading deferred
4/6/21	Metropolitan Council	deferred
		Second reading deferred to April 20, 2021
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

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

**Sponsors:** Toombs, Styles and Benedict

**Legislative History**

3/9/21	Metropolitan Council	filed
3/16/21	Metropolitan Council	referred to the Personnel, Public Information, Human Relations, and Veterans Committee
4/6/21	approved and re-referred	
3/16/21	Metropolitan Council	passed on first reading
4/6/21	Metropolitan Council	referred to the Budget and Finance Committee
4/6/21	Metropolitan Council	deferred

33. [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
3/16/21	Metropolitan Council	referred to the Budget and Finance Committee
4/5/21	recommended for deferral	
3/16/21	Metropolitan Council	passed on first reading
4/6/21	Metropolitan Council	deferred

34. [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:** Porterfield, Murphy and Nash

**Attachments:** [BL2021-686 Exhibit](#)

**Legislative History**

3/1/21	Planning Commission	approved
3/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
4/5/21	recommended for deferral	
3/16/21	Metropolitan Council	passed on first reading
4/6/21	Public Works Committee	approved
4/6/21	Metropolitan Council	deferred

35. [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:** Porterfield, Murphy and Nash

**Attachments:** [BL2021-687 Exhibit](#)

**Legislative History**

2/19/21	Planning Commission	approved
3/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
4/5/21	recommended for deferral	
3/16/21	Metropolitan Council	passed on first reading
4/6/21	Public Works Committee	approved
4/6/21	Metropolitan Council	deferred

36. [BL2021-689](#) An ordinance readopting the Code of The Metropolitan Government of Nashville and Davidson County, Tennessee, prepared by Municipal Code Corporation including supplemental and replacement pages thereof, containing certain ordinances of a general and permanent nature enacted on or before December 16, 2020.

**Sponsors:** Johnston

**Legislative History**

4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

37. [BL2021-690](#) An ordinance authorizing the granting of a permanent easement to Nashville Electric Service (hereinafter “NES”) on certain property owned by the Metropolitan Government (Parcel No. 17400000700) (Proposal No. 2021M-011ES-001).

**Sponsors:** Rutherford, Toombs, VanReece, Murphy and Nash

**Attachments:** [BL2021-690 Exhibit](#)

**Legislative History**

2/11/21	Planning Commission	approved
4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Budget and Finance Committee
4/13/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

4/13/21 Metropolitan Council referred to the Public Works Committee

38. [BL2021-691](#) An ordinance authorizing the acquisition of certain right-of-way easements, drainage easements, temporary construction easements and property rights by negotiation or condemnation for use in public projects of the Metropolitan Government, acting by and through the Metropolitan Department of Public Works, for Implementation of Complete Streets SR 1(US-41/Murfreesboro Pike), from I-24 Ramps to Foothill Road, Federal Project No. STP-M-NH-1(372) State Project No. 19PLM-F1-149, PIN 125309.00 (Proposal No. 2021M-012AG-001) and upon acquisition, the conveyances of said easements to the State of Tennessee.

**Sponsors:** Welsch, Toombs, Murphy and Nash

**Attachments:** [BL2021-691 Exhibit](#)

**Legislative History**

4/6/21	Metropolitan Council	passed on first reading
4/7/21	Planning Commission	approved
4/13/21	Metropolitan Council	referred to the Budget and Finance Committee
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
4/13/21	Metropolitan Council	referred to the Public Works Committee

39. [BL2021-693](#) An ordinance establishing a Special Solid Waste Commission to review and identify solutions for the long-term disposal of Nashville's solid waste.

**Sponsors:** Hall

**Legislative History**

3/30/21	Metropolitan Council	filed
4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Public Works Committee
4/13/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

40. [BL2021-694](#) An ordinance requiring all existing culverts, inlets, storm drains, and ditches within the T2- Rural Neighborhood Policy and T3- Suburban Neighborhood Policy to be upgraded, retro-fitted and/or constructed to current Storm Water Management Manual Standards by December 31, 2026.

**Sponsors:** Hall and Hurt

**Legislative History**

3/30/21	Metropolitan Council	filed
4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Budget and Finance Committee
4/13/21	Metropolitan Council	referred to the Public Works Committee

41. [BL2021-695](#) An ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and Prism Properties, to provide public water service improvements for Prism's proposed development, as well as other existing properties in the area (MWS Project No. 19-WL-0070 and Proposal No. 2021M-013AG-001).

**Sponsors:** Parker, Toombs, Murphy and Nash

**Attachments:** [BL2021-695 Exhibit](#)

**Legislative History**

3/23/21	Planning Commission	approved
4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Budget and Finance Committee
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
4/13/21	Metropolitan Council	referred to the Public Works Committee

42. [BL2021-696](#) An ordinance authorizing the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, to provide public stormwater service improvements for Germantown JV, LLC proposed development, as well as other existing properties in the area (MWS Project No. SWGR# 2020044500 and Proposal No. 2021M-014AG-001).

**Sponsors:** OConnell, Toombs, Murphy and Nash

**Attachments:** [BL2021-696 Exhibit](#)

**Legislative History**

3/23/21	Planning Commission	approved
4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Budget and Finance Committee
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
4/13/21	Metropolitan Council	referred to the Public Works Committee

43. [BL2021-697](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water mains and a fire hydrant assembly and easements, and to accept new water main and fire hydrant assemblies and easements, for two properties located at 1634 and 1636 Lebanon Pike, also known as Apartment Concepts (MWS Project No. 19-WL-99 and Proposal No. 2021M-020ES-001).

**Sponsors:** Syracuse, Murphy and Nash

**Attachments:** [BL2021-697 Exhibit](#)

**Legislative History**

- |  |         |                      |  |
|--|---------|----------------------|--|
|  | 3/8/21  | Planning Commission  | approved   |
|  | 4/6/21  | Metropolitan Council | passed on first reading                                    |
|  | 4/13/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
|  | 4/13/21 | Metropolitan Council | referred to the Public Works Committee                     |
- 44. [BL2021-698](#)** An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public utility easement for property located at 917 Marengo Lane (Proposal No. 2021M-018ES-001).
- Sponsors:** Pulley, Murphy and Nash
- Attachments:** [BL2021-698 Exhibit](#)
- Legislative History**
- |  |         |                      |  |
|--|---------|----------------------|--|
|  | 3/1/21  | Planning Commission  | approved   |
|  | 4/6/21  | Metropolitan Council | passed on first reading                                    |
|  | 4/13/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
|  | 4/13/21 | Metropolitan Council | referred to the Public Works Committee                     |
- 45. [BL2021-699](#)** An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public sanitary sewer mains, sanitary sewer manholes and easements, for property located at Rocky Fork Road in Williamson County, also known as Annecy Phase 3 (MWS Project No. 20-SL-315 and Proposal No. 2021M-019ES-001).
- Sponsors:** Murphy and Nash
- Attachments:** [BL2021-699 Exhibit](#)
- Legislative History**
- |  |         |                      |  |
|--|---------|----------------------|--|
|  | 3/5/21  | Planning Commission  | approved   |
|  | 4/6/21  | Metropolitan Council | passed on first reading                                    |
|  | 4/13/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
|  | 4/13/21 | Metropolitan Council | referred to the Public Works Committee                     |
- 46. [BL2021-700](#)** An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly and easements, for two properties located at 910 Youngs Lane and Youngs Lane (unnumbered), (MWS Project Nos. 20-SL-160 and 20-WL-78 and Proposal No. 2021M-016ES-001).
- Sponsors:** Toombs, Murphy and Nash
- Attachments:** [BL2021-700 Exhibit](#)
- Legislative History**
- |  |        |                      |                         |
|--|--------|----------------------|-------------------------|
|  | 3/1/21 | Planning Commission  | approved                |
|  | 4/6/21 | Metropolitan Council | passed on first reading |



4/13/21 Metropolitan Council referred to the Planning, Zoning, and Historical Committee

4/13/21 Metropolitan Council referred to the Public Works Committee

47. [BL2021-701](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main and easements, and to accept new sanitary sewer main, sanitary sewer manholes and easements, for property located at 51 Lucile Street, also known as the Dickerson Pike Apartments (MWS Project No. 20-SL-307 and Proposal No. 2021M-022ES-001).

**Sponsors:** Parker, Murphy and Nash

**Attachments:** [BL2021-701 Exhibit](#)

**Legislative History**

3/18/21 Planning Commission approved

4/6/21 Metropolitan Council passed on first reading

4/13/21 Metropolitan Council referred to the Planning, Zoning, and Historical Committee

4/13/21 Metropolitan Council referred to the Public Works Committee

48. [BL2021-702](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, sanitary sewer manhole and easements, and to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly and easements, for three properties located at 2208 Eastland Avenue and Skyview Drive (unnumbered), also known as the 2208 Eastland Ave SP Development (MWS Project Nos. 20-SL-211 and 20-WL-105 and Proposal No. 2021M-025ES-001).

**Sponsors:** Withers, Murphy and Nash

**Attachments:** [BL2021-702 Exhibit](#)

**Legislative History**

3/18/21 Planning Commission approved

4/6/21 Metropolitan Council passed on first reading

4/13/21 Metropolitan Council referred to the Planning, Zoning, and Historical Committee

4/13/21 Metropolitan Council referred to the Public Works Committee

49. [BL2021-703](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water main, a fire hydrant assembly and easements, and to accept a new water main, fire hydrant assemblies and easements, for property located at 3401 John A Merritt Boulevard, also known as TSU New Student Housing (MWS Project No. 20-WL-150 and Proposal No. 2021M-021ES-001).

**Sponsors:** Taylor, Murphy and Nash

**Attachments:** [BL2021-703 Exhibit](#)

**Legislative History**

3/18/21	Planning Commission	approved
4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
4/13/21	Metropolitan Council	referred to the Public Works Committee

50. [BL2021-704](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing combination sewer main and easements, to relocate two existing fire hydrant assemblies, and to accept new combination sewer main, combination sewer manholes, fire hydrant assemblies and easements, for property located at 622 Merritt Avenue, also known as The Finery Residential (MWS Project Nos. 20-SL-308 and 20-WL-42 and Proposal No. 2021M-024ES-001).

**Sponsors:** Sledge, Murphy and Nash

**Attachments:** [BL2021-704 Exhibit](#)

**Legislative History**

3/18/21	Planning Commission	approved
4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
4/13/21	Metropolitan Council	referred to the Public Works Committee

51. [BL2021-717](#) An ordinance providing for the waiver of certain building permit fees for the repair or rebuilding of property damaged as a result of the March 27-28, 2021 flooding.

**Sponsors:** Johnston and Suara

**Attachments:** [BL2021-717](#)

**Legislative History**

4/6/21	Metropolitan Council	passed on first reading
4/13/21	Metropolitan Council	referred to the Budget and Finance Committee
4/13/21	Metropolitan Council	referred to the Codes, Fair, and Farmers Market Committee

## K. Bills on Third Reading

52. [BL2020-448](#) 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 CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), all of which is described herein (Proposal No. 2019Z-080PR-001).

**Sponsors:** Toombs

**Attachments:** [BL2020-448](#)

### **Legislative History**

5/23/19	Planning Commission (7-0)	approved
9/1/20	Metropolitan Council	passed on first reading
9/11/20	Metropolitan Council	advertised
	10/9/20 advertised	
	3/5/21 advertised	
10/6/20	Metropolitan Council November 5, 2020	deferred to
11/5/20	Metropolitan Council	deferred indefinitely
2/18/21	Metropolitan Council	reinstated
	Bill to be advertised for public hearing on April 6, 2021	
3/2/21	Metropolitan Council	deferred
	Public hearing set for April 6, 2021	
4/6/21	Metropolitan Council	public hearing
	10/6/20 public hearing deferred to November 5, 2020	
	3/2/21 public hearing set for April 6, 2021	
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

53. [BL2020-526](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-001).

**Sponsors:** Taylor

**Attachments:** [BL2020-526](#)

### **Legislative History**

9/12/19	Planning Commission (8-0)	approved
10/27/20	Metropolitan Council	filed
11/5/20	Metropolitan Council	passed on first reading

11/6/20	Metropolitan Council	advertised
	1/8/2021	advertised
	2/5/2021	advertised
	3/5/2021	advertised
12/1/20	Metropolitan Council	deferred
	Deferred to February 2, 2021	
2/2/21	Metropolitan Council	deferred
3/2/21	Metropolitan Council	deferred
	public hearing deferred to April 6, 2021	
4/6/21	Metropolitan Council	public hearing
	12/1/21	public hearing deferred to February 2, 2021
	2/2/21	public hearing deferred to March 2, 2021
	3/2/21	public hearing deferred to April 6, 2021
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

- 54.** [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
	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	
4/5/21	recommended for deferral	
3/16/21	Metropolitan Council	deferred
4/6/21	Metropolitan Council	deferred

- 55. [BL2021-646](#)** An ordinance making amendments to various provisions of Titles 2, 12, and 13 of the Metropolitan Code to facilitate the implementation and operation of a Smart Parking program.

**Sponsors:** OConnell, Nash, Hancock, Welsch and Parker

**Attachments:** [Substitute BL2021-646](#)

**Legislative History**

2/16/21	Metropolitan Council	passed on first reading
3/2/21	Metropolitan Council	deferred
3/8/21	Traffic and Parking Commission	approved
3/16/21	Metropolitan Council	deferred
4/5/21	Budget and Finance Committee	approved with a substitute
4/6/21	Public Works Committee	approved with a substitute
3/2/21	defer by rule	
3/16/21	recommended for deferral	
4/6/21	Traffic, Parking, and Transportation Committee	approved with a substitute
3/2/21	defer by rule	
3/16/21	recommended for deferral	
4/6/21	Metropolitan Council	substituted
4/6/21	Metropolitan Council	passed on second reading

- 56. [BL2021-656](#)** An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to MUL-A zoning for property located at 4150 Central Pike, approximately 230 feet east of Valley Grove Drive (1.7 acres), all of which is described herein (Proposal No. 2021Z-007PR-001).

**Sponsors:** Evans

**Attachments:** [BL2021-656 Sketch](#)

**Legislative History**

1/21/21	Planning Commission (8-0)	approved
2/9/21	Metropolitan Council	filed
2/16/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
4/6/21	Metropolitan Council	public hearing

4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

57. [BL2021-667](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to SP zoning for property located at 4027 Red Rose Court, approximately 660 feet west of Windover Drive, (0.94 acres), to permit a detached accessory dwelling unit, all of which is described herein (Proposal No. 2021SP-001-001).

**Sponsors:** Toombs

**Attachments:** [BL2021-667 Plans](#)  
[BL2021-667 Sketch](#)

**Legislative History**

2/11/21	Planning Commission	approved with conditions, disapproved without
	(5-1)	
2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

58. [BL2021-669](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS7.5 to R6-A zoning for property located at Monticello Street (unnumbered), at the corner of Winstead Ave and Monticello St (0.18 acres), all of which is described herein (Proposal No. 2021Z-005PR-001).

**Sponsors:** Toombs

**Attachments:** [BL2021-669 Sketch](#)

**Legislative History**

1/21/21	Planning Commission	approved
	(8-0)	
2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

59. [BL2021-670](#) 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 R10 to ON zoning for property located at 2649 Smith Springs Road, approximately 315 feet west of Bell Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-139PR-001).

**Sponsors:** Porterfield

**Attachments:** [BL2021-670 Sketch](#)

**Legislative History**

2/11/21	Planning Commission (8-0)	approved
2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

60. [BL2021-671](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS10 to R10 zoning for property located at 1911 Hailey Ave, approximately 315 feet northeast of Esther Avenue (0.45 acres), all of which is described herein (Proposal No. 2021Z-003PR-001).

**Sponsors:** Toombs

**Attachments:** [BL2021-671 Sketch](#)

**Legislative History**

2/11/21	Planning Commission (6-0)	approved
2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

61. [BL2021-672](#) 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 119 Oriel Avenue, approximately 400 feet west of Miller Street (0.27 acres), all of which is described herein (Proposal No. 2021Z-008PR-001).

**Sponsors:** Welsch

**Attachments:** [BL2021-672 Sketch](#)

**Legislative History**

2/11/21	Planning Commission (5-1)	approved
2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

62. [BL2021-673](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R6 to RM20-A zoning for properties located at 810 McKinley Street and McKinley Street (unnumbered), at the southwest corner of Lincoln Street and McKinley Street (0.41 acres), all of which is described herein (Proposal No. 2021Z-012PR-001).

**Sponsors:** Toombs

**Attachments:** [BL2021-673 Sketch](#)

**Legislative History**

1/21/21	Planning Commission (8-0)	approved
2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee



63. [BL2021-674](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS7.5 to RM20-A-NS zoning for properties located at 2307, 2311, and 2315 Whites Creek Pike and Whites Creek Pike (unnumbered), at the corner of Luzon Street and Whites Creek Pike (1.26 acres), all of which is described herein (Proposal No. 2021Z-013PR-001).

**Sponsors:** Toombs

**Attachments:** [BL2021-674 Sketch](#)

**Legislative History**

2/11/21	Planning Commission (7-0-1)	approved
2/23/21	Metropolitan Council	filed
3/2/21	Metropolitan Council	passed on first reading
3/5/21	Metropolitan Council	advertised
4/6/21	Metropolitan Council	public hearing
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

64. [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, Sledge and Suara

**Legislative History**

3/16/21	Metropolitan Council	passed on first reading
4/5/21	Budget and Finance Committee	approved
4/6/21	Public Works Committee	approved
4/6/21	Metropolitan Council	passed on second reading

65. [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

**Legislative History**

3/16/21	Metropolitan Council	passed on first reading
4/6/21	Traffic, Parking, and Transportation Committee	approved
4/6/21	Metropolitan Council	passed on second reading

66. [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
3/16/21	Metropolitan Council	passed on first reading
4/6/21	Public Safety, Beer, and Regulated Beverages Committee	approved
4/6/21	Public Works Committee	approved
4/6/21	Metropolitan Council	passed on second reading

67. [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
3/16/21	Metropolitan Council	passed on first reading
4/6/21	Codes, Fair, and Farmers Market Committee	approved
4/6/21	Metropolitan Council	passed on second reading

68. [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
3/16/21	Metropolitan Council	passed on first reading
3/18/21	Emergency Communications District Board	approved
4/5/21	Planning, Zoning, and Historical Committee	approved
4/6/21	Public Works Committee	approved
4/6/21	Traffic, Parking, and Transportation Committee	approved
4/6/21	Metropolitan Council	passed on second reading

69. [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
3/16/21	Metropolitan Council	passed on first reading
4/5/21	Planning, Zoning, and Historical Committee	approved
4/6/21	Public Works Committee	approved
4/6/21	Metropolitan Council	passed on second reading

70. [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
3/16/21	Metropolitan Council	passed on first reading
4/5/21	Planning, Zoning, and Historical Committee	approved
4/6/21	Public Works Committee	approved
4/6/21	Metropolitan Council	passed on second reading

71. [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
3/16/21	Metropolitan Council	passed on first reading
4/5/21	Planning, Zoning, and Historical Committee	approved
4/6/21	Public Works Committee	approved
4/6/21	Metropolitan Council	passed on second reading

- 72. [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
3/16/21	Metropolitan Council	passed on first reading
4/5/21	Planning, Zoning, and Historical Committee	approved
4/6/21	Public Works Committee	approved
4/6/21	Metropolitan Council	passed on second reading

- 73. [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](#)

**Legislative History**

3/16/21	Metropolitan Council	passed on first reading
3/23/21	Planning Commission	approved
4/5/21	Budget and Finance Committee	approved
4/5/21	Planning, Zoning, and Historical Committee	approved
	Recommended referral to Metro Council Parks, Library, Arts and Recreation Committee	
4/6/21	Metropolitan Council	passed on second reading
4/13/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee

**L. Adjournment**

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



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-039, **Version:** 1

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### Community Oversight Board

Election to fill 1 vacancy for a term expiring January 31, 2023.

- Dr. Sabrina Finney (Petition)
- Mr. Mark Wynn (Nominated by FOP, Mary Parrish Center, TN Voices for Victims)



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-034, **Version:** 1

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CATV Special Committee

Appointment of Ms. Karen Southall for a term expiring March 1, 2024.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-035, **Version:** 1

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Electrical Examiners and Appeals Board

Reappointment of Mr. Terry Atwood for a term expiring June 20, 2025.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-040, **Version:** 1

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Fire and Building Code Appeals Board

Appointment of Ms. Marina Ntoupis for a term expiring June 20, 2025.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-041, **Version:** 1

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### Hospital Authority

Appointment of Ms. Michelle Gaskin Brown for a term expiring July 11, 2024. Ms. Gaskin will fill the unexpired term of Ms. Denise Sadler.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-042, **Version:** 1

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Human Relations Commission

Appointment of Deaconess Garlinda Burton for a term expiring April 18, 2024.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-043, **Version:** 1

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Human Relations Commission

Reappointment of Mr. Pratik Dash for a term expiring April 18, 2024.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-044, **Version:** 1

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Human Relations Commission

Appointment of Ms. Ariel Safdie for a term expiring April 18, 2024.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-045, **Version:** 1

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Human Relations Commission

Appointment of Mr. Josh Wood for a term expiring April 18, 2024.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-046, **Version:** 1

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Human Relations Commission

Appointment of Ms. Nancy Youssef for a term expiring April 18, 2024.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-047, **Version:** 1

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Parks and Recreation

Reappointment of Dr. Michelle Steele for a term expiring March 30, 2026.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-048, **Version:** 1

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Plumbing Examiners and Appeals Board

Appointment of Ms. Morgan Miller-Wallace for a term expiring March 10, 2025.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-049, **Version:** 1

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Public Library Board

Reappointment of Dr. Adriana Bialostozky for a term expiring April 6, 2028.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-038, **Version:** 1

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Social Services Commission

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



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-837, **Version:** 2

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A resolution providing amendments to the Charter of the Metropolitan Government of Nashville and Davidson County, Tennessee, in accordance with Article 19, Section 19.01 thereof, and setting forth a brief description of each amendment to be placed upon the ballot.

WHEREAS, Article 19, Section 19.01 of the Charter of The Metropolitan Government of Nashville and Davidson County, Tennessee provides that the Metropolitan Government shall not adopt a resolution proposing amendments to the Charter more often than twice during the term of office of members of the Metropolitan Council; and

WHEREAS, Article 19, Section 19.01 of the Charter further requires to be set forth in the adoption resolution a brief description of each amendment so worded so as to convey the meaning of said amendment; and

WHEREAS, it is the desire of the Metropolitan Council by adopting this resolution to fulfill these two Charter requirements.

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

Section 1. Pursuant to the provisions of Article 19, Section 19.01 of the Charter of the Metropolitan Government of Nashville and Davidson County, the proposed amendments to the Charter of the Metropolitan Government of Nashville and Davidson County, attached hereto, are submitted to the people for approval in the manner provided by Section 19.01 of the Charter.

Section 2. The date prescribed for holding of the referendum election at which the electorate of the Metropolitan Government will vote to ratify or reject the amendments proposed in Section 1 of this Resolution shall be June 14, 2021, provided that if the Davidson County Election Commission would only be required to hold an election as a result of the adoption of this Resolution and for no other matter, then this Resolution shall be null and void, and without any further effect.

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.

AMENDMENT NO. \_\_\_\_

I. Section 3.05 of Article 3 of the Charter of The Metropolitan Government of Nashville and Davidson County shall be amended by adding the following provision as a new paragraph at the end thereof:

"In the event of conflict between this section and any provision of Article 18 (except section 18.02 of Article 18), this section shall prevail."

II. Section 3.06 of Article 3 of the Charter of The Metropolitan Government of Nashville and Davidson County shall be amended by adding the following new paragraph at the end thereof:

"Notwithstanding any other provision of this Charter to the contrary, the Council's exercise of power under Section 2.01(5) of the Charter shall be subject to a public referendum only to the extent required by state law."

III. Section 6.07 of Article 6 of the Charter of The Metropolitan Government of Nashville and Davidson County shall be amended by adding the following new paragraph at the end thereof:

"Notwithstanding any other provision of this section or this Charter to the contrary, the Council's authority to set property tax levies shall be subject to a public referendum only to the extent required by state law, and any automatic reversion of the property tax levy to a prior year's levy by operation of this Charter shall only be effective if specifically authorized by state law."

IV. Section 15.06 of Article 15 of the Charter of The Metropolitan Government of Nashville and Davidson County shall be amended by adding the following provision as new paragraphs at the end thereof:

"In order to recall an official identified in this section, a petition demanding the election of a successor of the person sought to be removed and containing a statement of the reason(s) why removal is sought must be filed with the metropolitan clerk. The only purpose of such statement is to furnish information to the electors."

"A recall petition for the offices of mayor, vice mayor, and councilmember-at-large shall contain signatures and addresses of registered qualified voters in number equal to fifteen (15) percent of the registered qualified voters in Davidson County; a recall petition for the offices of metropolitan board of public education and district councilmember shall contain the signatures and addresses of registered qualified voters in number equal to fifteen (15) percent of the registered qualified voters of the district from which the officer was elected. The above percentages shall be computed from the total number of qualified registered voters for each office according to the latest official count of registered qualified voters made by the Davidson County Election Commission thirty (30) days prior to the date the recall petition is initially filed with the metropolitan clerk. The signatures and addresses to any recall petition need not all be appended to one sheet of paper. The verification of the signatures shall be made by the Davidson County Election Commission and certified to the metropolitan clerk."

"A notice of the intention to obtain signatures for a recall petition, together with the form of the recall petition, must be filed with the metropolitan clerk prior to obtaining signatures of registered qualified voters. Such recall petition containing the required number of registered qualified voters must be filed with the metropolitan clerk not later than thirty (30) days following the date the notice is properly filed."

"Any person sought to be removed may be a candidate to succeed himself or herself; and unless he or she in writing or otherwise requests, it shall be the duty of the Davidson County Election Commission to place his or her name on the official ballot without nomination or petition by anyone."

"In the event of conflict between this section and sections 15.07 or 15.08 of Article 15, this section shall prevail."

V. Section 18.05 of Article 18 of the Charter of The Metropolitan Government of Nashville and Davidson

County shall be amended by adding the following provision at the end thereof:

“For purposes of this section, ‘benefits’ means health insurance paid for in whole or in part by the Metropolitan Government for elected officials taking office after September 1, 2023.”

VI. Article 18 of the Charter of The Metropolitan Government of Nashville and Davidson County shall be amended by adding the following new Section 18.20:

**“Sec. 18.20. - Professional sports teams defined.**

For purposes of section 18.19, to the extent such section is codified in the Metropolitan Charter pertaining to professional sports teams, ‘professional sports team’ means a legal entity operating a sports team which first commences operations within the area of the Metropolitan Government of Nashville and Davidson County after the effective date of this section; provided that the sports team participates in the National Football League, National Basketball Association, National Hockey League, Major League Soccer, or Major League Baseball.”

VII. Section 19.01 of Article 19 of the Charter of The Metropolitan Government of Nashville and Davidson County shall be amended by adding the following provision as a new paragraph at the end thereof:

"In the event of conflict between this section and section 19.04, to the extent such section is codified in the Metropolitan Charter, this section shall prevail."

VIII. To the extent any portion or provision of this amendment is declared to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such portion or provision shall be severed and shall not affect the validity of the remaining provisions of this amendment.

FOR THE BALLOT

Amendment No. \_\_\_\_

This amendment provides that the Metropolitan Government’s exercise of power pertaining to government-owned property, and the Council’s authority to set property tax levies, are subject to a public referendum only as required by state law, and that any automatic reversion of the property tax levy shall be as specifically authorized by state law. This amendment defines “benefits” for elected officials as health insurance provided for elected officials taking office after September 1, 2023. This amendment ~~would provide~~ provides that if there is a conflict between the Council’s authority to enact ordinances under Section 3.05 and any provision of Article 18 of the Charter (other than the rezoning of property), Section 3.05 will prevail. This amendment adds a definition for “professional sports team” to mean an entity operating a sports team that commences operations within Metropolitan Nashville and Davidson County after the effective date of this amendment and participates in the National Football League, National Basketball Association, National Hockey League, Major League Soccer, or Major League Baseball. This amendment retains the Charter’s existing processes and requirements for the recall of elected officials and amendments to the Charter, to prevail over any provisions in Sections 15.07, 15.08, or 19.04 to the contrary.

Analysis

This resolution, as amended, proposes an amendment to the Metro Charter to be voted upon at a special election on June 14, 2021. The purpose of this amendment is to provide an alternative to the Charter amendments submitted to the Metro Clerk by petition in March 2021. If enough signatures are verified and the petition language can lawfully go on the ballot, those amendments submitted by petition will be on the ballot at a special election to be held on June 14.

The petition provides for six separate Charter amendments summarized as follows:

1. Property tax rates would revert to the Fiscal Year 2019-2020 tax rate, and any increase of the rate by more than 3% from one fiscal year to the next would require a voter referendum.
2. Recall petitions for board of education members, councilmembers, Vice Mayor, and Mayor filed after January 1, 2021 would be subject to new, less restrictive requirements. The Charter currently provides that such officials are subject to a recall election if a petition submitted by 15% of the registered voters in the district for district elected officials, or 15% of the voters in the county for countywide elected officials, is submitted to the Clerk. The recently submitted Charter amendment petition would lower this threshold to 10% of those voting in the preceding Metro general election, and would prevent the name of the elected official who is the subject of the recall effort from appearing on the ballot. Rather, such official would only be eligible to qualify as a write-in candidate.
3. "Benefits at taxpayer expense" for elected officials would be prohibited.
4. "Voter-sponsored" Charter amendments approved after January 1, 2021 could only be modified by another voter-sponsored petition.
5. No Metro property could be conveyed without 31 Council votes, and a referendum would be required for all property transfers valued over \$5 million and for all leases in excess of 20 years.
6. If a professional sports team stopped playing games for 24 months, all facilities "and related ancillary development" would "revert to public property" and all related contracts would be terminated.

Some of these provisions potentially violate the Tennessee Constitution, state statutes, and general common law principles. For example, state law provides that the county legislative body has the exclusive responsibility for setting the tax levy and there is no provision in state law authorizing a limitation to the taxing authority of the Metropolitan Council. Further, it is unclear how a Charter provision could negate the provisions of an otherwise valid contract with a professional sports team entered into prior to the Charter amendment becoming effective.

The Charter amendment included in this resolution addresses the above concerns and provides an alternative to the six amendments submitted by petition, as follows:

- The exercise of power pertaining to government-owned property, and the Council's authority to set property tax levies, are subject to a public referendum only as required by state law, and that any automatic reversion of the property tax levy shall be as specifically authorized by state law.
- The amendment defines "benefits" for elected officials as health insurance provided for elected officials taking office after September 1, 2023.
- This amendment provides that if there is a conflict between the Council's authority to enact ordinances under Section 3.05 (legislative authority) and any provision of Article 18 of the Charter (other than the rezoning of property), Section 3.05 will prevail. The petition Charter amendment would add language to Article 18 pertaining to public property.

- This amendment adds a definition for “professional sports team” to mean an entity operating a sports team that commences operations within Metropolitan Nashville and Davidson County after the effective date of this amendment and participates in the National Football League, National Basketball Association, National Hockey League, Major League Soccer, or Major League Baseball.
- This amendment retains the Charter’s existing processes and requirements for the recall of elected officials and amendments to the Charter, which would prevail over any provisions in Sections 15.07, 15.08, or 19.04 to the contrary.

The resolution includes language specifically conditioning its effectiveness upon the Charter amendments submitted by petition being on the ballot. If for some reason they are ineligible to go on the ballot, then this resolution would be null and void, and would not trigger a special election.

This resolution has been approved, as amended, by the Charter Revision Commission.

AMENDMENT NO. \_\_\_\_  
TO  
RESOLUTION NO. RS2021-837

Mr. President –

I hereby move to amend Resolution No. RS2021-837 by amending the ballot summary for the proposed amendment to the Metropolitan Charter as follows:

This amendment provides that the Metropolitan Government’s exercise of power pertaining to government-owned property, and the Council’s authority to set property tax levies, are subject to a public referendum only as required by state law, and that any automatic reversion of the property tax levy shall be as specifically authorized by state law. This amendment defines “benefits” for elected officials as health insurance provided for elected officials taking office after September 1, 2023. This amendment ~~would provide~~ provides that if there is a conflict between the Council’s authority to enact ordinances under Section 3.05 and any provision of Article 18 of the Charter (other than the rezoning of property), Section 3.05 will prevail. This amendment adds a definition for “professional sports team” to mean an entity operating a sports team that commences operations within Metropolitan Nashville and Davidson County after the effective date of this amendment and participates in the National Football League, National Basketball Association, National Hockey League, Major League Soccer, or Major League Baseball. This amendment retains the Charter’s existing processes and requirements for the recall of elected officials and amendments to the Charter, to prevail over any provisions in Sections 15.07, 15.08, or 19.04 to the contrary.

SPONSORED BY:

\_\_\_\_\_  
Bob Mendes  
Member of Council





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-874, **Version:** 1

---

A resolution setting the date and time for the 2021 State of the Metropolitan Government Address.

WHEREAS, Section 1.08 of the Charter of The Metropolitan Government of Nashville and Davidson County provides that, not later than May 25 of each calendar year, the Mayor shall personally address the Metropolitan Council on the state of The Metropolitan Government of Nashville and Davidson County; and

WHEREAS, Section 1.08 of the Metropolitan Charter further provides that the State of the Metropolitan Government Address shall be in a public facility at a specially called meeting of the Metropolitan Council with the date and the time to be set by Council resolution.

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

Section 1. That the State of the Metropolitan Government Address will take place on April 29<sup>th</sup>, 2021 at 10:30 a.m. within the Nashville Music City Center, 201 5<sup>th</sup> Avenue South, Davidson Ballroom, Nashville, TN 37203 at a specially called meeting of the Metropolitan Council, and the public shall be invited to attend in chambers or specially reserved viewing areas.

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

### Analysis

This resolution sets the date and time of the State of Metro Address for April 29 at 10:30 a.m. at the Music City Center. Section 1.08 of the Metro Charter requires the Mayor to personally address the Council not later than May 25 of each year on the state of the Metropolitan Government in a Metro facility. The address must be held at a specially called meeting of the Council that shall be open to the public, but no Council quorum is required.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-875, **Version:** 1

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A resolution approving a Victims of Crime Act (VOCA) application and accepting a VOCA grant from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to fund the Wrapping Around Families for Success Program.

WHEREAS, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, accepted an application for a Victims of Crime Act (VOCA) grant with an award of \$534,195.00 and required cash match of \$133,549.00 from the Davidson County Juvenile Court; and,

WHEREAS, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, has awarded a grant in an amount not to exceed \$534,195.00 with a required cash match of \$133,549.00, to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to fund the Wrapping Around Families for Success Program; and,

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

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

Section 1. That the VOCA application and grant award by and between the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, in an amount not to exceed \$534,195.00, to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to fund the Wrapping Around Families for Success Program, copies of which are attached hereto and incorporated herein, are 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 Davidson County Juvenile Court.

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

### Analysis

This resolution approves a grant application and grant award in the amount of \$534,195, with a required local cash match of \$133,549, from the state Department of Finance and Administration, Office of Criminal Justice Programs to the Davidson County Juvenile Court to fund the Wrapping Around Families for Success Program. This program is a collaborative effort with Youth Advocate Programs, Inc. (YAP) that dedicates two Juvenile Court case managers to work with YAP to conduct assessments, determine program eligibility, and refer youth to YAP services. YAP's nationally recognized advocacy/mentoring model will be utilized as the foundation for the program. The term of the grant is through June 30, 2022.

## GRANT SUMMARY SHEET

**Grant** Wrapping Around Families for Success 21-22

**Department:** JUVENILE COURT

**Grantor:** U.S. DEPARTMENT OF JUSTICE

**Pass-Through**

**Grantor** TENN. DEPT. OF FIN. & ADMIN. OCJP

**Total Award this** \$534,195.00

**Cash Match** \$133,549.00

**Department** Shelley Hudson  
862-8079

**Status** NEW

### **Program Description:**

Juvenile Court and Youth Advocate Programs, Inc. (YAP) have joined in a collaborative partnership to propose expansion of current program services to youth victims. Two Juvenile Court Support Intervention Accountability (SIA) Case managers will be dedicated to work with YAP. The case managers will conduct assessments, determine program eligibility and refer youth to YAP services. YAP will serve male and female youth ages 12 to 18 that may be pre or post adjudicated. Eligibility will be determined based on the results of the completed JJ-CANS 2.0 instrument and then will be enrolled and tracked through an intake process. YAP's nationally recognized advocacy/mentoring model will be utilized as the foundation of service delivery. The program will offer a variety of tailored services to help mitigate each youth, family, and community risk factors and build protective factors that will equip youth with the knowledge and skills needed to succeed.

### **Plan for continuation of services upon**

The Davidson County Juvenile Court will seek funding through federal, state, and local, funding sources to secure sustainable funding to continue program services after the grant period, ending in 2022. Potential funding sources include seeking funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Juvenile Court will seek funding through the Mayor's new priority for violence reduction, which dedicated three million dollars to violence prevention. Juvenile Court will continue to collaborate with the Davidson County Department of Children's Services to demonstrate the expected Pilot outcomes to positively impact youth entering the custody of the State; thus, reduce the number of out of home placements, which may support future funding.

## Grants Tracking Form

## Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact	Phone	Fax			
JUVENILE COURT	26	Shelley Hudson	862-8079	862-7143			
<b>Grant Name:</b>	Wrapping Around Families for Success 21-22						
<b>Grantor:</b>	U.S. DEPARTMENT OF JUSTICE		<b>Other:</b>				
<b>Grant Period From:</b>	05/01/21	(applications only) Anticipated Application Date:		03/29/21			
<b>Grant Period To:</b>	06/30/22	(applications only) Application Deadline:		03/29/21			
<b>Funding Type:</b>	FED PASS THRU	<b>Multi-Department Grant</b>		<input type="checkbox"/>	<b>If yes, list below.</b>		
<b>Pass-Thru:</b>	TENN. DEPT. OF FIN. & ADMIN. OCIP	<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	COMPETITIVE	<b>Total Award:</b>		\$534,195.00			
<b>Status:</b>	NEW	<b>Metro Cash Match:</b>		\$133,549.00			
<b>Metro Category:</b>	New Initiative	<b>Metro In-Kind Match:</b>		\$0.00			
<b>CFDA #</b>	16.575	<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>			
<b>Project Description:</b>	Juvenile Court and Youth Advocate Programs, Inc. (YAP) have joined in a collaborative partnership to propose expansion of current program services to youth victims. Two Juvenile Court Support Intervention Accountability (SIA) Case managers will be dedicated to work with YAP. The case managers will conduct assessments, determine program eligibility and refer youth to YAP services. YAP will serve male and female youth ages 12 to 18 that may be pre or post adjudicated. Eligibility will be determined based on the results of the completed JJ-CANS 2.0 instrument and then will be enrolled and tracked through an intake process. YAP's nationally recognized advocacy/mentoring model will be utilized as the foundation of service delivery. The program will offer a variety of tailored services to help mitigate each youth, family, and community risk factors and build protective factors that will equip youth with the knowledge and skills needed to succeed.						
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
The Davidson County Juvenile Court will seek funding through federal, state, and local, funding sources to secure sustainable funding to continue program services after the grant period, ending in 2022. Potential funding sources include seeking funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Juvenile Court will seek funding through the Mayor's new priority for violence reduction, which dedicated three million dollars to violence prevention. Juvenile Court will continue to collaborate with the Davidson County Department of Children's Services to demonstrate the expected Pilot outcomes to positively impact youth entering the custody of the State; thus, reduce the number of out of home placements, which may support future funding.							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or	10.0%	<b>% of Grant</b>	<b>Other:</b> <input type="checkbox"/>		
<b>Explanation for "Other" means of determining match:</b>							
This is not a cash match. The match obligation is matched with assigned salaries and benefits.							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>		Yes	<b>Fund</b>		10101	<b>Business Unit</b>	26111970
<b>Is not budgeted?</b>			<b>Proposed Source of Match:</b>				
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		0.00	<b>Actual number of positions added:</b>		0.00		
<b>Departmental Indirect Cost Rate</b>		23.97%	<b>Indirect Cost of Grant to Metro:</b>		\$148,507.65		
<b>*Indirect Costs allowed?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No		<b>% Allow.</b>	10.00%	<b>Ind. Cost Requested from Grantor:</b>		\$48,563.00	<b>in budget</b>
<b>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

## Part Two

## Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$78,795.00			\$19,699.00		\$0.00	\$98,494.00	\$21,982.00	\$7,163.00
Yr 2	FY22	\$455,400.00			\$113,850.00		\$0.00	\$569,250.00	\$126,525.65	\$41,400.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$534,195.00		\$0.00	\$133,549.00		\$0.00	\$667,744.00	\$148,507.65	\$48,563.00
Date Awarded:			03/29/21	Tot. Awarded:		\$534,195.00	Contract#:	N/A		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						


Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5210

GCP Rec'd  
04/01/21

GCP Approved  
04/01/21

VW

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 5/1/2021		<b>End Date</b> 6/30/2022		<b>Agency Tracking #</b> -	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b> Metropolitan Government of Nashville and Davidson County					<b>Edison Vendor ID</b> 4
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #16.575</b>  <b>Grantee's fiscal year end June 30</b>			
<b>Service Caption</b> (one line only) VOCA, Juvenile Court					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2021		\$78,795.00			\$78,795.00
2022		\$455,400.00			\$455,400.00
<b>TOTAL:</b>		<b>\$534,195.00</b>			<b>\$534,195.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection  <input type="checkbox"/> Non-competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
<b>Speed Chart</b> (optional) FA00003101		<b>Account Code</b> (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 5/1/2021 ("Effective Date") and extend for a period of Fourteen (14) 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 Five Hundred Thirty Four Thousand One Hundred Ninety Five Dollars (\$534,195.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2021 and Attachment A-1 for fiscal year 2022, 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](mailto: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:

Annie Farris, Program Manager  
 Department of Finance and Administration  
 Office of Criminal Justice Programs  
 312 Rosa L. Parks Avenue, Suite 1800  
 Nashville, Tennessee 37243-1102  
 Email: Annie.Farris@tn.gov  
 Telephone # (615) 360-4203

The Grantee:

Shelley Hudson, Special Projects Manager

Juvenile Court of Metro Nashville & Davidson County  
 PO Box 196306 100 Woodland Street  
 Nashville, Tennessee 37219-6306  
 Email: ShelleyHudson@jnsnashville.gov  
 Telephone # (615) 862-8079

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](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. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable 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.6. 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.

**IN WITNESS WHEREOF,**

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

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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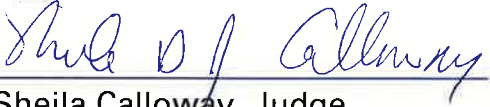
**HOWARD H. ELEY, COMMISSIONER**

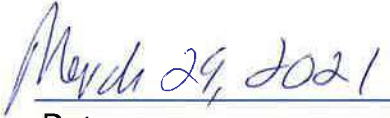
**DATE**

**SIGNATURE PAGE  
FOR  
GRANT NO. Wrapping Around Families for Success**

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
Sheila Calloway, Judge

  
\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

DocuSigned by:  
  
\_\_\_\_\_  
Kevin Grumbo, Director  
Department of Finance

4/7/2021  
\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:  
  
\_\_\_\_\_  
Director of Insurance

4/7/2021  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGALITY:**

DocuSigned by:  
  
\_\_\_\_\_  
Metropolitan Attorney

4/7/2021  
\_\_\_\_\_  
Date

"See Previous Page"

\_\_\_\_\_  
John Cooper  
Metropolitan Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

ID 818

**ATTACHMENT A**  
**APPLICATION FOR FUNDING**  
**GRANT PROJECT COVER SHEET**

**OFFICE OF CRIMINAL JUSTICE PROGRAMS**

FUND SOURCE  
 OCJP JAG Priority Area

VOCA

<b>Required Information on Authorizing Agency:</b> <b>Name:</b> Metropolitan Government of Nashville and Davidson <b>Federal ID Number (FEIN):</b> 62-0694743 <b>DUNS Number:</b> 078217668 <b>SAM Expiration Date:</b> 11/18/2021 <b>Fiscal Year End Date:</b> June 30		<b>Implementing Agency:</b> <b>Name:</b> Juvenile Court of Metro Nashville & Davidson Co <b>Address:</b> PO Box 196306 100 Woodland Street Nashville, TN 37219-6306	
<b>Will You Have Any Subcontracts?</b> Yes			
<b>Project Title:</b> Juvenile Court			
<b>Contract Start Date:</b> 5/1/2021		<b>Contract End Date:</b> 6/30/2022	
<b>AUTHORIZED OFFICIAL - Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b> John Cooper, Mayor 1 Public Square Suite 100 Nashville, 372015025		<b>Phone Number:</b> (615) 862-6000 <b>EXT:</b>	<b>E-Mail Address:</b> mayor@nashville.gov
<b>PROJECT DIRECTOR - Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b> Shelley Hudson, Special Projects Manager PO Box 196306 100 Woodland Street Nashville, 37219-6306		<b>Phone Number:</b> (615) 862-8079 <b>EXT:</b>	<b>E-Mail Address:</b> ShelleyHudson@jnsnashville.gov
<b>FINANCIAL DIRECTOR - Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b> Jim Swack, Deputy Court Administra PO Box 196306 Juvenile Justice Center 100 Woodland Street Nashville, 37219-6306		<b>Phone Number:</b> (615) 862-8022 <b>EXT:</b>	<b>E-Mail Address:</b> JimSwack@jnsnashville.gov
<b>County/Counties Served (Type ALL if Statewide):</b> Davidson			
<b>U.S. Congressional District(s):</b> 5			

## Scope of Services/Project Narrative

### FY2021/FY2022

**Project Name:** Wrapping Around Families for Success

#### **PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED**

**Problem Description** – Funding will be awarded based on an applicant’s clearly demonstrated need. What is the nature and magnitude of the problem(s) to be solved by the proposed funding? This should be based on your agency’s own data and/or other relevant sources and describe in detail the most pressing problems in your service/impact area. The problem statement should also identify the needs of the community based on relevant and timely data. This should be light on demographics and geography. The needs must tie directly to the problem statement and are fully described in terms of what benefits to victims this project would address.

The causes of juvenile delinquency are complex and unique to each youth. Research and documentation from respected institutions as to the causes include individual risk factors such as substance use, risk taking, aggression, and developmental delays; family risk factors including low economic status/poverty, poor parent-child relationships, poor parenting skills, low parental involvement, and child maltreatment or neglect; and peer, school and community risk factors such as weak social ties, antisocial peers, poor academic performance and disengagement from school, and neighborhood crime and drugs<sup>i</sup>. Additionally, research indicates that these risk factors usually occur together with other common risk factors and that, without effective intervention and support, they can have an accumulative effect leading to delinquent and violent behaviors. This can result in initial or further involvement in the juvenile justice system.

A 2018 study conducted by the Illinois Department of Human Services, *Youth Trauma Experiences and the Path from Child Welfare to Juvenile Justice*, found that youth who experienced maltreatment were at a 47% greater risk of becoming involved in delinquency than other youth and increased the risk of those youth committing a violent criminal offense by 96%.<sup>ii</sup>

Davidson County Juvenile staff have identified the North Nashville community as a primary target area for the Youth Advocate Programs, Inc. (YAP) program, Wrapping Around Families for Success (WFS). A study published in 2018 by the Brookings Institution provided additional confirmation that those residing in the 37208 zip code had a higher rate of incarceration than that of any other in the United States.<sup>iii</sup> The study also provides data that 42% of children living in this zip code are living in poverty. Research proves that youth residing in communities with high crime, incarceration and poverty create extreme hardships and barriers for successful futures with a greater chance at involvement in violent criminal offenses and becoming victims of crime.

Davidson County Juvenile Court data for 2019 shows the need for YAP services:

- 4,282 youth had delinquency referrals to Davidson County Juvenile Court.
- 812 children and youth were adjudicated as neglected or dependent in 2019.
- 178 youth victims received juvenile justice probation services.
- 258 youth were adjudicated delinquent.
- 63 of the 258 youth adjudicated delinquent had some level of involvement with the child welfare system.
- 67 youth were placed in the custody of the Department of Children Services through Davidson County Juvenile Court.

Davidson County Juvenile Court provides supervision to youth who are not only justice involved but have also suffered traumatic experiences or been victims of crime and require additional programming such as those described in this application to fully meet the needs of the youth and families. Davidson County Juvenile staff utilize the Child and Adolescent Needs and Strengths (JJ-CANS 2.0) instrument to assess the youth’s functioning in five life domain areas: strengths, emotional and behavioral needs, risk behaviors, juvenile justice, and trauma experiences.



**ATTACHMENT A**  
**APPLICATION FOR FUNDING**  
**GRANT PROJECT NARRATIVE**  
**(Narrative Page 2)**

## **PURPOSE**

**This section should include goals and objectives of the project. Listed below are examples of goals and objectives which relate to the scope of this solicitation. Priority consideration will be given to applications which address the goals. An applicant's first consideration should be the identification of agency needs as listed above.**

The Davidson County Juvenile Court and Youth Advocate Programs, Inc. (YAP) have joined in a collaborative partnership to propose expansion of current program services to youth victims involved in the Davidson County Juvenile Court. Two Juvenile Court Support Intervention Accountability (SIA) Case Managers will be dedicated to work with YAP. The case managers will conduct assessments, determine program eligibility, and refer youth to YAP services. YAP will serve male and female youth ages 12 to 18 that may be pre or post adjudicated. Eligibility will be determined based on the results of the completed JJ-CANS 2.0 instrument and then will be enrolled and tracked through an intake process. YAP's nationally recognized advocacy/mentoring model will be utilized as the foundation of service delivery. The program will offer a variety of tailored services to help mitigate each youth, family, and community risk factors and build protective factors that will equip youth with the knowledge and skills needed to succeed.

**Goal 1:** A minimum of 75% of participating youth will exhibit desired improvement in target behaviors (social competence, pro-social involvement, conflict resolution) upon completion and six (6) months post discharge.

**Objective 1.1** Provide holistic wraparound services to referred program youth through a collaborative partnership between Youth Advocate Programs, Inc., and Davidson County Juvenile Court over the twelve (12) month grant period to an estimated twenty (20) referred youth, at any given time (40 youth annually) for up to 9.5 hours per week for an average of six (6) months length of services.

**Objective 1.2** Provide group mentoring by utilizing life skills/interventions and restorative peace circles to decrease risk factors associated with traumatization and juvenile delinquency; and increase protective factors for juvenile justice involved youth in Davidson County, Tennessee to up to forty (40) referred youth over the twelve (12) month grant period (20 at any given time) for an average of six (6) months length of services.

**Objective 1.3:** Provide program youth with crisis intervention, safety planning, and referrals for counseling/therapy as needed to reduce post-traumatic stress.

## **ACTIVITIES**

**Activities are what a project does with the inputs to fulfill its mission. This section should describe the planned activities, major interventions or program elements designed to accomplish the goals of the project. You should describe the activities to be employed by the project to achieve the desired results.**

**Goal 1:** A minimum of 75% of participating youth will exhibit desired improvement in target behaviors (social competence, pro-social involvement, conflict resolution) upon completion and six (6) months post discharge.

**Objective 1.1** Provide holistic wraparound services to referred program youth through a collaborative partnership between Youth Advocate Programs, Inc., and Davidson County Juvenile Court over the twelve (12) month grant period to an estimated twenty (20) referred youth, at any given time (40 youth annually) for up to 9.5 hours per week for an average of six (6) months length of services.

**Activities 1.1:** Hired and trained Advocates will provide up to 7.5 hours of individualized services for an average of six (6) months to program youth victims, provide crisis safety planning, focusing on the

**ATTACHMENT A**  
**APPLICATION FOR FUNDING**  
**GRANT PROJECT NARRATIVE**  
**(Narrative Page 3)**

strengths of each youth and family and meeting goals developed in their Individualized Service Plans (ISP).

**Activities 1.2:** YAP will provide crisis intervention and safety planning to all program youth, lessening opportunities for illegal behaviors or unsafe choices. Through a contract with a licensed counselor/therapist, YAP will offer referrals for mental health counseling to youth victims with trauma related needs.

**Activities 1.3:** YAP will provide eligible youth with job readiness and preparedness skills to increase knowledge and interest of workforce opportunities and pro-social interactions.

**Objective 1.2:** Provide group mentoring by utilizing life skills/interventions and restorative peace circles to decrease risk factors associated with traumatization and juvenile delinquency; and increase protective factors for juvenile justice involved youth in Davidson County, Tennessee to up to forty (40) referred youth over the twelve (12) month grant period (20 at any given time) for an average of six (6) months length of services.

**Activity 1.2** Hired and trained Advocates will provide youth with two (2) hours of group mentoring weekly.

**Activity 1.2** Advocates will engage youth with the evidenced-based Peaceful Alternatives to Tough Situations (PATTs) intervention tool, Casey Life Skills, and Peace Circles to decrease youth involvement in the justice system.

**Objective 1.3:** Provide program youth with crisis intervention, safety planning, and referrals for counseling/therapy as needed to reduce post-traumatic stress.

**Activity 1.3** Advocates will develop crisis safety plans and provide available staff for crisis intervention.

**Activity 1.3** Advocates will refer youth to local community service mental health partners to provide counseling and therapy services.

**IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES**

**This section should include a comprehensive timeline with concrete implementation and execution dates. The structure of the timeline should be feasible and outline the best scenario for achieving goals and objectives. Please add additional lines as necessary.**

Through a separate private funding source YAP will begin establishing office space, recruitment for staff, screening and training staff and be prepared to accept referrals within two (2) weeks of grant funding to begin service delivery.

Activity/ Output	Position of Person Completing	Due Date for Completion
Contract Agreement with YAP to provide services	Davidson County Juvenile Court/YAP Leadership	At time of award-up to two (2) weeks
Referrals for Services	Davidson County Juvenile Court/YAP Staff	Beginning two (2) weeks post award; ongoing
Service Delivery (Individual/Group, etc.)	YAP Staff/Community Partners	Beginning within two (2) weeks post award; ongoing for up to six months (length of service is based on individual needs of each client)

**ATTACHMENT A**  
**APPLICATION FOR FUNDING**  
**GRANT PROJECT NARRATIVE**  
**(Narrative Page 4)**

Quarterly Collaborative Meetings	Davidson County Juvenile Court/YAP	First meeting within three (3) months of award; thereafter, quarterly (ongoing)
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## 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.**

Davidson County Juvenile Court will provide two (2) full time Juvenile Court Case Managers who will be responsible for the following: Provide the JJ-CANS 2.0 assessment to determine youth eligibility, complete initial screening and intake, provide referrals to YAP programming, review ongoing service delivery and progress of youth throughout YAP programming.

Youth Advocate Programs, Inc. will employ a full time Program Director who will provide direct services to include completion of youth's Individualized Service Plans (ISP), completing YAP's Intake Assessments, provide additional direct services and community linkages, and assist with the development of the youth's discharge plan. YAP's Regional Director and Vice President will provide direct project oversight, assistance with staff supervision, and development of programming in Davidson County.

***Additional staff provided by YAP will include:***

One full time Advocate will provide direct, one-on-one individualized wraparound advocacy services to referred youth and families. This position will provide 24/7 crisis intervention and supports, develop safety plans, provide transportation to court appointments and appearances, and provide transportation to and facilitate group interventions. This position will be supervised by the Program Director.

Multiple part time Advocates will provide individualized wraparound advocacy services, providing 24/7 crisis interventions and supports, safety planning, and provide transportation to group services, court appointments and scheduled meetings with court authorities to referred youth. Advocates are directly supervised by the Program Director.

One part time Administrative Manager will provide data entry, reporting, and other direct service administrative duties to the program under the direction of the Program Director.

Other inputs include travel costs (for program staff to provide in home and community based services to participating program youth and families), office space, utilities, phones/internet, technology equipment (desktop/laptop computers/tablets), office furniture and equipment (copy machine/fax machine) postage/overnight mail, office supplies (file folders, pens, legal pads, secured filing cabinets), and emergency assistance funds to assist youth and families with additional emergency needs.

**Clearly state your operating budget and describe in terms of what would not be maintained if funds were not received or what benefit a special project would bring.**

To fully implement the project and provide the services detailed in this application, a request of \$400,000 is needed for a period of twelve (12) months. If not fully awarded, a budget modification would decrease YAP's ability to provide services to Davidson County youth in need. Please refer to FY 21 and FY 22 budget attachments for a detailed statement on use of funds.

**Description of how the agency is leveraging other funds for additional support to victim(s).**

**ATTACHMENT A**  
**APPLICATION FOR FUNDING**  
**GRANT PROJECT NARRATIVE**  
**(Narrative Page 5)**

YAP has limited discretionary funds for victim needs, and a National Development Department that actively raises additional funds to support victim needs.

**Describe agency use of evidence-based services.**

YAP has been implementing the Advocate model since its inception in 1975, adapting best practices into the model over time. ***More than fourteen (14) external studies have been conducted on the YAP model.*** Of the eleven (11) studies, three (3) were studies conducted by the funding agency; four (4) were University-based studies; three (3) were studies commissioned by a public agency conducted by external evaluators, and one was an external study commissioned by YAP. Seven (7) of the studies used pre and posttest designs.<sup>iv</sup> Four (4) studies involved comparisons of YAP with similar community programs.<sup>v</sup> The studies found YAP services to have higher program completion rates;<sup>vi</sup> lower rates of placement into juvenile facilities or residential foster care<sup>vii</sup>; lower re-arrest rates<sup>viii</sup>; lower numbers of youth who are AWOL<sup>ix</sup>, and greater residential stability while in the juvenile justice and child welfare systems<sup>x</sup> than comparison groups.

In addition, young people in YAP programs recorded improvements in risk taking behaviors, quality of life, education, community linkages, and pro-social outlooks. These results have been achieved despite YAP's "***no reject, no eject***" policy and the resulting high-risk population tracked in YAP's programs in major metropolitan areas such as Philadelphia and Tampa. In addition, in YAP's state-wide programs in Pennsylvania, more than one-third of youth have autism.

**Include your organization chart.**

The Davidson County Juvenile Court organizational chart is incorporated as an attachment.

**Include job descriptions for every grant funded/match personnel that show allowable activities and ensures clients are receiving trauma informed services.**

**Juvenile Court Case Manager for YAP Program**

- Performs professional case manager responsibilities.
- Attends meetings, case conferencing, and trainings as required.
- Administers the JJ-CANS 2.0.
- Assesses youth program eligibility according to policies and guidelines.
- Refers youth to program services.
- Acts as a liaison between Juvenile Court and the program.
- Collaborates with Grant Management team.
- Collects data for required State and other program reports.
- Submits and reviews program reports.
- Provides potential clients with information regarding program services.
- Visits client's homes and other locations in the community.
- Establishes and maintain effective and professional relationship with clients and community partners.
- Accurately records case activities and progress.
- Performs general administrative duties.
- Prepares and maintains case records and reports.

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**Describe agency use of in-kind and/or cash match including what source it would come from.**

Davidson County Juvenile Court will provide two (2) full time Case Managers who will serve as liaisons and direct service point of contacts for YAP staff. YAP will work in coordination with the Case Managers to set up initial intake, develop Individualized Service Plans (ISP), and maintain constant communication throughout service delivery about the progress of set goals and needs met through YAP. These positions are provided by the Davidson County Juvenile Court at no cost to the grant and will be utilized as matching funds.

**Sustainability plan: Please describe your plan to sustain this funded project in the future if federal funding decreases or discontinues.**

The Davidson County Juvenile Court apply will seek funding through federal, state, and local, funding sources to secure sustainable funding to continue program services after the grant period, ending in 2022. *Potential funding sources include seeking funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Juvenile Court will seek funding through the Mayor's new priority for violence reduction, which dedicated three million dollars to violence prevention. Juvenile Court will continue to collaborate with the Davidson County Department of Children's Services to demonstrate the expected Pilot outcomes to positively impact youth entering the custody of the State; thus, reduce the number of out of home placements, which may support future funding.*

**DATA COLLECTION PROCEDURE**

**Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or interventions. E.g. stakeholder questionnaires, client satisfaction surveys, case records, etc. Describe how you will document your activities and collect the data you will report for the quarterly Performance Measurement Tool reports and OCJP Annual Report.**

YAP is committed to providing quality services and understands the importance of evaluating outcomes to monitor success and ensure a continuous cycle of program improvement. YAP's current web-based systems, including Evolve, UltiPro, Monitoring, and our outcomes software, Social Solutions Efforts to Outcomes (ETO), are used to provide monthly reports on service provision and outcomes, including the volume of youth services provided; utilization management; median length of stay; youth demographics; individual youth progress; youth and family satisfaction surveys; caseload size and mix per Advocate and contract compliance.

YAP will utilize the following strategies to work with the YAP Davidson County Program Director who will assure collection and reporting of required data. For youth: Monthly Youth Participation Reports, Individualized Service Plans (ISP), Group Mentoring Attendance Reports, Advocate Case Notes, Case Files, Referral Log, Enrollment Application Report, Group Pre/Post Tests, Discharge Survey, Follow-up Reports (three, six and twelve months), Juvenile Justice Reports, and Referral Reports. For YAP staff and Community Partners: Training Attendance Reports, Monthly Professional Development Logs, Training Pre/Post Tests, Advocate Surveys, Self-Reporting, Advocate Applications, Advocate Interview Log, Advocate Roster.

Juvenile Court will enter into subcontract with YAP that outlines YAP's reporting duties and responsibilities to the Court. Reporting is completed electronically and stored in locally backed-up electronic files by METRO Information Systems guidelines.

**Describe how your agency will use the data collected to evaluate the goals of the project and the work performed and plan accordingly.**

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YAP's data collection system records all required quantitative and qualitative outputs and generates evaluation reports. The Juvenile Court VOCA Program Director will meet with the Juvenile Court case managers and local YAP Director to ensure VOCA reporting requirements and YAP programmatic reporting requirements are accurately accounted for and create a team practice on information gathering and sharing practices. This will be reflected in the MOU.

**Describe how you share your data with your board and other community partners.**

YAP will provide outcomes data as requested to the Davidson Juvenile Court to meet all quarterly reporting requirements. The Juvenile Court VOCA Program Director will meet with the YAP Program Director and Juvenile Court Financial Analyst to review all VOCA auditing requirements (Subcontract monitoring form) to ensure records are accounted for monitoring, invoicing, evaluation, and program compliance.

**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. Explain your working relationship with agencies you consider to be a partner agency. How and what do you collaborate on? How does this benefit your clients? Provide point of contact for partner agency and provide contact information. Submit current Memorandum of Understanding (MOU). Describe how you meet the needs of underserved and culturally specific clients. Examples of underserved (differently abled, elderly) and culturally specific (LGBTQ and other marginalized populations).**

**Explain your working relationship with agencies you consider to be a partner agency. How and what do you collaborate on?**

Collaborative Activities/Plans: Youth Advocate Programs, Inc. (YAP) and Davidson County Juvenile Court began working together in 2020 to explore available funding opportunities to bring YAP services to youth and families in Davidson County. Through a developed partnership, YAP and Davidson County Juvenile Court will work together to establish an advisory council that will represent members from the Court, YAP, and other community organizations that will accept or provide additional community resources to YAP's families. Examples of resource partners may include, Oasis Center, Epic Girl, Be About Change, Bradford Health Services, The F.I.N.D. Design, Impact Youth Outreach, YMCA-YCAP, Tennessee Voices, Nashville Conflict Resolution Center, and The Family Center.

Through awarded funds, the advisory members agree to participate in quarterly zoom meetings to discuss identified gaps in services, referral processes and how to better serve the youth and families in Davidson County. Collectively, the collaborative will work to increase community partnerships, bring awareness of the program and services offered by YAP to surrounding juvenile courts and systems, and assist with promoting the services to increase the opportunity for sustainable funding in Davidson County.

**Describe how you meet the needs of underserved and culturally specific clients. Examples of underserved (differently abled, elderly) and culturally specific (LGBTQ and other marginalized populations).**

Meeting the needs of underserved/culturally specific clients: YAP exemplifies its commitment to cultural competence through the use of a "same zip-code" recruitment strategy, as referenced above, and through rigorous, annual cultural competency training required of all staff. This ensures that staff members reflect the cultural diversity of the surrounding communities. YAP Program Directors will match each client with a trained and supportive Advocate who is geographically adjacent to their neighborhood. YAP staff members at every level of the organization bring this

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community knowledge and their resource contacts into their work with youth and families. All YAP staff are diverse, representing many ethnic, racial, and social groups. YAP has staff who are fluent in Spanish and English and has the capability to hire new staff members representing other linguistic groups as needed. All YAP staff members complete new-hire and annual training comprising cultural competence, sensitivity, and affirmation. These attributes are consistent with YAP's overall commitment to cultural diversity, cultural competence, and cultural affirmation. Since 2009, YAP has continued to receive accreditation from the Council on Accreditation (COA). The COA accreditation process involved a detailed review and analysis of our operations and its service delivery practices. YAP performance was "measured" against national standards of best practice. These standards emphasize services that are accessible, appropriate, culturally responsive, evidence based, and outcomes oriented. Achieving COA accreditation supports the premise that YAP services are provided by a culturally competent, skilled, and supported workforce. All YAP employees are required to participate in cultural competence training within the first year of employment.

**Provide point of contact for partner agency and provide contact information.**

Kimberly Brandon, Regional Director serves as the point of contact for Youth Advocate Programs, Inc. She can be reached at (817) 905-3826.

**Submit current Memorandum of Understanding (MOU).**

There will be a signed subcontract developed after final award of the grant contract.

**INTENDED OUTCOMES (Results)**

**Outcomes describe the difference the project will make for its participants and/or the community as a whole. The outcomes for a project should be measurable based upon a set of defined criteria. Project goals should be set for each criterion. For projects requesting multi-year funding, describe how outcomes may be expected to change over the period of the grant.**

**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."*

**Victims report an increase in knowledge about victim services.**

*"I am more knowledgeable of the services and community resources available to victims."*

**Victims report an increase in knowledge about the criminal justice system.**

*"I am more knowledgeable about the criminal justice system."*

**Victims express satisfaction with services.**

*"I am satisfied with the services I have received through this agency."*

**Victims report an improved ability to plan for their safety (required only for shelters).**

*"I know more ways to plan for my safety."*

**Applications must include at least one of the outcomes listed below: Delete ones you are not going to utilize.**

**Victims report that their quality of life is improved because set goals have been accomplished. (Increase in victims' perceived quality of life).**

*"This agency helped me achieve the goals I set out to accomplish."*

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**INTENDED OUTPUTS (Products).**

**PROJECT SERVICES TO REACH OUTPUTS**

**Indicate services that a client should be able to access through your agency. Describe agency use of evidence-based services Example- our agency provides court advocacy services and we provide that by spending 2 days a week in criminal and/or civil court providing support to victims, we assist with filling out the Order of Protections and assist with the criminal justice process by assisting the client in understanding her case and what is happening next.**

The proposed program will provide justice involved youth, who are or have been victims of crime, with an intensive mentoring program for a minimum of forty (40) male and female youth ages 12 to 18 in Davidson County's rural, urban, and suburban communities. The priority target population will be screened by the Davidson County Juvenile Court as high risk to public safety and who are post-adjudication on probation as a part of an alternative to detention approach. Each youth will receive up to 9.5 hours of services per week for an average of length of service of six (6) months.

**Individual Services:** YAP will utilize a strength based mentoring approach to "wrap" comprehensive individualized services and support networks "around" at-risk and high-risk youth. The wraparound process is an evidence-based approach for working with high-risk populations. The process builds on youth strengths and interests to develop individualized interventions that will help the youth maintain benefits in a home and community environment beyond program participation.

**Group Mentoring:** Group mentoring will provide a secondary strategy to empower youth to deter negative behavior and reinforce positive behavior. Young people need out of school structured activities that are supervised, support their needs, and provide skills training to offset challenges that they face. To be successful, youth must understand and experience relationship building, coping skills, and positive socialization. Group programming will be offered to all referred youth throughout the program services. The group services available to youth are listed below.

- **Peaceful Alternatives to Tough Situations (PATTS):** PATTS is a 10-week curriculum-based aggression-management and leadership development program designed to help youth increase positive conflict-resolution skills, increase the ability to forgive transgressions and reduce aggressive behavior. The program teaches cognitive skills, peer refusal skills, appropriate conflict resolution skills, identification and verbalization of emotions, recognition of anger cues, calming techniques and forgiveness. Sessions are highly interactive and use group discussion, role-playing, games and skills review. Additionally, PATTS integrates parents/caregivers into the youths' training through a family night to educate them on strategies that will support positive conflict resolution skills.
- **Casey Life Skills:** The Casey Life Skills (CLS) curriculum is a 14+week program that includes work within the following life domain areas: Career Planning, Communication, Daily Living, Home Life, Housing and Money Management, Self-Care, Social Relationships, Work Life, Work and Study Skills. User-driven, computerized learning modules provide assessments with career/life success advice that is often readily available to the most well-connected individuals and families, but often lacking in our most under-resourced communities. Advocates will work with their youth on their identified skill needs, but group sessions will be held on each subject facilitated by the Program Director utilizing community partners and guest presenters.
- **Peace Circles:** A restorative justice practice that promotes healing and community building. Groups of at least three (3) participants take turns speaking and determine: 1) what happened and why; and 2) how it



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can be fixed. Circles provide a space for encounter between victim and justice involved youth, but it moves beyond that to involve the community in the decision-making process. Depending on the model being used, the community participants may range from justice system personnel to anyone in the community concerned about the crime. Everyone present, the victim, the victim's family, the justice involved youth, and the family member(s) and community representatives are given a voice in the proceedings. The process is value driven. Primarily, it is designed to bring healing and understanding to the victim and the justice involved youth. Reinforcing the goal of healing is the empowerment of the community to be involved in deciding what is to be done in the particular case and to address underlying problems that may have led to the crime. In reaching these goals, the circle process builds on the values and respect, honesty, listening, truth, and sharing. Peace Circles positively reinforce potential and rehabilitation instead of punishing bad choices.

**Crisis/Safety Planning:** Due to the high-risk nature of the youth served by YAP, the Program Director will prioritize legal and safety issues during the initial and ongoing assessments. Safety issues are often identified by the courts and probation officers during referral meetings and subsequent factfinding calls. Safety assessments and plans on risk issues such as abuse and neglect, violence, substance use, criminal activity, exploitation, suicide, depression, or runaway behaviors will be a key focus. Many of these risk factors may also be addressed by a court order or conditions of probation in service plans. YAP staff will work with the youth and family to identify past triggers associated with these behaviors. Together, a safety plan will be developed to prevent unsafe behaviors and a crisis plan to prepare for when the risk factors may impact on safety. YAP staff are available 24/7 to assist youth and families with crisis situations.

**Counseling/Therapy:** YAP will collaborate with local community partners, such as local mental health facilities, to provide youth victims with counseling and therapy as needed to assist with overcoming post-traumatic stress from victimization. If youth or families need financial assistance to obtain counseling services, YAP will provide emergency financial assistance to obtain these services. Counseling referrals will be provided on an as-needed basis.

**Work Readiness:** YAP will work with employment eligible youth in identifying and building upon employment interests for each youth is integral to the program's success. Employment related activities and community service not only empower the youth, but also teach them important values. All employment eligible youth referred to the program are encouraged to participate in community service to build a mutual appreciation between youth and their communities. Each youth will be given the opportunity to volunteer based on identified strengths and needs.

**Emergency Assistance Funds:** In addition to services, awarded funds will be utilized to assist youth and families with emergency needs such as emergency rent/housing or utility assistance when all other available community resources are exhausted or unavailable.

Traditionally, YAP provides services in a face-to-face setting. YAP will continue to provide services in this manner unless there are circumstances where face-to-face services cannot be provided due to national crisis, prolonged client/family illness, inclement weather, or other natural disasters. YAP will modify service delivery to youth and families to include tele-visits and/or virtual service delivery through video conferencing. YAP will do whatever it takes to ensure services are continued to our clients.

**Describe the counties you serve and have a presence in.**

Metro Nashville Juvenile Court serves Davidson County only.

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**VOCA Required Outputs**

Required output measures for VOCA are listed below. Complete each of the fields with a projection of the total outputs generated by your agency's project (for one year). VOCA requires that the outputs attributed to the project be based upon **VOCA funded staff/services only**.

**Projected number of individuals who will receive services based on the presenting victimization type during the reporting period.**

Adults Sexually Abused/Assaulted as Children	
Adult Sexual Assault	
Adult Physical Assault (Includes Aggravated and Simple Assault)	
Arson	
Bullying (Verbal, Cyber or Physical)	
Burglary	
Child Physical Abuse or Neglect	20
Child Pornography	
Child Sexual Abuse/Assault	
Domestic and/or Family Violence	20
DUI/DWI Incidents	
Elder Abuse or Neglect	
Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)	
If Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other, <b>please explain:</b>	
Human Trafficking: Sex	
Human Trafficking: Labor	
Identity Theft/Fraud/Financial Crime	
Kidnapping (non-custodial)	
Kidnapping (custodial)	
Mass Violence (Domestic/International)	
Other Vehicular Victimization (e.g., Hit and Run)	
Robbery	
Stalking/Harassment	
Survivors of Homicide Victims	
Teen Dating Victimization	
Terrorism (Domestic/International)	
Other	
If other, <b>please explain:</b>	

**Projected number of individuals who will be assisted with a victim compensation application annually through this project:**

20

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**Information and Referral services annually through this project:**

Information about the criminal justice process	15
Information about victim rights, how to obtain notifications, etc.	15
Referral to other victim service programs	15
Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)	30

**Personal Advocacy/Accompaniment services annually through this project:**

Victim advocacy/accompaniment to emergency medical care	10
Victim advocacy/accompaniment to medical forensic exam	
Law enforcement interview advocacy/accompaniment	10
Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)	30
Performance of medical or nonmedical forensic exam or interview or medical evidence collection	
Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)	
Intervention with employer, creditor, landlord, or academic institution	15
Child or dependent care assistance (includes coordination of services)	
Transportation assistance (includes coordination of services)	15
Interpreter services	

**Emotional Support or Safety services annually through this project:**

Crisis intervention (in-person, includes safety planning, etc.)	30
Hotline/crisis line counseling	
On-scene crisis response (e.g., community crisis response)	15
Individual counseling	10
Support groups (facilitated or peer)	30
Other Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)	
Emergency financial assistance	15

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**Shelter/Housing services annually through this project:**

Emergency shelter or safe house	
Transitional housing	
Relocation assistance (includes assistance with obtaining housing)	15

**Criminal Justice/Civil Justice System Assistance services annually through this project:**

Notification of criminal justice events	15
Victim impact statement assistance	
Assistance with restitution	
Civil legal assistance in obtaining protection or restraining order	
Civil legal assistance with family law issues	
Other emergency justice-related assistance	15
Immigration assistance	
Prosecution interview advocacy/accompaniment	15
Law enforcement interview advocacy/accompaniment	15
Criminal advocacy/accompaniment	15
Other legal advice and/or counsel	

**UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.**

<sup>i</sup> National Research Council and Institute of Medicine (2001) Juvenile Crime, Juvenile Justice. Panel on Juvenile Crime: Prevention, Treatment, and Control. Joan McCord, Cathy Spatz Widom, and Nancy A. Crowell, eds. Committee on Law and Justice and Board on Children, Youth, and Families. Washington, DC: National Academy Press.

<sup>ii</sup> Illinois Department of Human Services. Gjertson. Guiltinan. 2018. *Youth Trauma Experiences and the Path from Child Welfare to Juvenile Justice*. [Trauma-Crossover-Youth-Report.pdf \(chapinhall.org\)](https://www.chapinhall.org/trauma-crossover-youth-report.pdf)

<sup>iii</sup> Brookings Institution. *Work and Opportunity Before and After Incarceration*; Adam Looney and Nicholas Turner; March 2018, [https://www.brookings.edu/wp-content/uploads/2018/03/es\\_20180314\\_looneyincarceration\\_final.pdf](https://www.brookings.edu/wp-content/uploads/2018/03/es_20180314_looneyincarceration_final.pdf)

<sup>iv</sup> <sup>iii</sup> COA, 2006; Comisky, 2006; Jameson & Cleary, 2004; O'Brien, 2004; Travis, 2001, 2003

<sup>v</sup> Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003; Jones, Harris & Bachovchin, 1997

<sup>vi</sup> Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003; Jones, Harris & Bachovchin, 1997

<sup>vii</sup> Tarrant, 2002

<sup>viii</sup> Jones, Harris & Bachovchin 1997; Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003

<sup>ix</sup> Jones, Harris & Bachovchin, 1997; Rea, Prior & Davis, 2003

<sup>x</sup> THINK, 2003

GRANT BUDGET				
AGENCY NAME: JUVENILE COURT OF METROPOLITAN NASHVILLE & DAVIDSON COUNTY, TN.				
FUND SOURCE: VOCA				
SOLICITATION NUMBER: NA				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 05/1/2021 END: 06/30/2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$1,632.00	\$19,699.00	\$21,331.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$70,000.00	\$0.00	\$70,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$7,163.00	\$0.00	\$7,163.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$78,795.00</b>	<b>\$19,699.00</b>	<b>\$98,494.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*.  
(posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls))

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> 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: JUVENILE COURT OF METROPOLITAN NASHVILLE &amp; DAVIDSON COUNTY, TN.

FUND SOURCE: VOCA

SOLICITATION NUMBER: NA

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1: Case Manager (titled P.O. 1) 100% effort. Starting P.O. 1 positions have an annual salary of \$40,948.08 with total fringe benefit cost of \$22,085.52 (OASDI - 6.2% @ \$2,538.78, SSMed - 1.45% @ \$593.75, Grp Health - \$13,100, Dental - \$600, Life - \$200, Pension - 12.34% @ \$5,052.99) Total annual cost per position = \$64,000. <b>Case Manager Position 1 x 2 months = \$10,667 total (\$9,849.00 match + \$816)</b>	\$10,665.00
Position 2: Case Manager (titled P.O. 1) 100% effort. Starting P.O. 1 positions have an annual salary of \$40,948.08 with total fringe benefit cost of \$22,085.52 (OASDI - 6.2% @ \$2,538.78, SSMed - 1.45% @ \$593.75, Grp Health - \$13,100, Dental - \$600, Life - \$200, Pension - 12.34% @ \$5,052.99) Total annual cost per position = \$64,000. <b>Case Manager Position 2 x 2 months = \$10,667 total (\$9,850.00 match + \$816)</b>	\$10,666.00
<b>TOTAL</b>	<b>\$21,331.00</b>

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Sub-contracted YAP services- Approximately 2 months of the total cost for a year of YAP services	\$70,000.00
<b>TOTAL</b>	<b>\$70,000.00</b>

<b>INDIRECT COST</b>	<b>AMOUNT</b>
Description of Indirect Costs: Indirect costs of 10% is requested for this grant program, which is lower than their approved rate.	\$7,163.00
<b>TOTAL</b>	<b>\$7,163.00</b>

GRANT BUDGET				
AGENCY NAME: JUVENILE COURT OF METROPOLITAN NASHVILLE & DAVIDSON COUNTY, TN.				
FUND SOURCE: VOCA				
SOLICITATION NUMBER: NA				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2021 END: 06/30/2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$14,000.00	\$113,850.00	\$127,850.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$400,000.00	\$0.00	\$400,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$41,400.00	\$0.00	\$41,400.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$455,400.00</b>	<b>\$113,850.00</b>	<b>\$569,250.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*  
(posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls))

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> 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 A-1**

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**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: JUVENILE COURT OF METROPOLITAN NASHVILLE &amp; DAVIDSON COUNTY, TN.

FUND SOURCE: VOCA

SOLICITATION NUMBER: NA

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1: Case Manager (titled P.O. 1) 100% effort. Starting P.O. 1 positions have an annual salary of \$40,948.08 with total fringe benefit cost of \$22,085.52 (OASDI - 6.2% @ \$2,538.78, SSMed - 1.45% @ \$593.75, Grp Health - \$13,100, Dental - \$600, Life - \$200, Pension - 12.34% @ \$5,052.99) Total annual cost per position = \$63,925. <b>Case Manager Position 1 (\$57,000.00 match + \$6925.00)</b>	\$63,925.00
Case Manager Position 2 (titled P.O. 1) positions will directly support the program at 100% effort each. Starting P.O. 1 positions have an annual salary of \$40,948.08 with total fringe benefit cost of \$22,085.52 (OASDI - 6.2% @ \$2,538.78, SSMed - 1.45% @ \$593.75, Grp Health - \$13,100, Dental - \$600, Life - \$200, Pension - 12.34% @ \$5,052.99) Total annual cost per position = \$63,925. <b>Case Manager Position 2 (\$57,000.00 match + \$6925.00)</b>	\$63,925.00
<b>TOTAL</b>	<b>\$127,850.00</b>
<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Sub-contracted YAP services	\$400,000.00
<b>TOTAL</b>	<b>\$400,000.00</b>
<b>INDIRECT COST</b>	<b>AMOUNT</b>
Description of Indirect Costs: Indirect costs of 10% is requested for this grant program, which is lower than their approved rate.	\$41,400.00
<b>TOTAL</b>	<b>\$41,400.00</b>



**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	5/1/2021
Grant contract's end date	6/30/2022
Amount of federal funds obligated by this grant contract	\$534,195.00
Total amount of federal funds obligated to the subrecipient	\$534,195.00
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	Annie Farris Annie.Farris@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)	10%

**ATTACHMENT C****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 Metropolitan Government of Nashville and Davidson County a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Government of Nashville and 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  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_


Email address: \_\_\_\_\_


Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_


**Certification Regarding VOCA Special Conditions****Instructions for Completing the Special Conditions Pages  
2018 VOCA (2018-V2-GX-0024)**


Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Those that apply to the OCJP subrecipient are highlighted for clarity. Please note: Special Conditions requiring notification are indicated with an asterisk. Subrecipients must notify OCJP rather than the federal agency. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify who will complete the Special Conditions documents, the Authorized Official or their Designee:
  - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. This packet must include a completed [Signature Authorization Form](#), board minutes that clearly define that the Board has selected the proposed designee and a copy of the policies and procedures that pertain to delegating signatory authority. The Signature Authorization Form is only valid for the current official or Board Chair. A new form and packet must be completed once a new Authorized Official takes office.**
  - When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.

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<p><i>SPECIAL CONDITIONS</i></p> <p>1. Requirements of the award; remedies for non-compliance or for materially false statements</p> <p>The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.</p> <p>Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.</p> <p>Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).</p> <p>Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.</p> <p>2. Applicability of Part 200 Uniform Requirements</p> <p>The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.</p> <p>The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.</p> <p>For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <a href="https://ojp.gov/funding/Part200UniformRequirements.htm">https://ojp.gov/funding/Part200UniformRequirements.htm</a>.</p> <p>Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.</p> <p>* In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.</p>		

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>3. <b>Compliance with DOJ Grants Financial Guide</b></p> <p>References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <a href="https://ojp.gov/financialguide/DOJ/index.htm">https://ojp.gov/financialguide/DOJ/index.htm</a>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.</p> <p>4. Reclassification of various statutory provisions to a new Title 34 of the United States Code</p> <p>On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.</p> <p>Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.</p> <p>5. Required training for Point of Contact and all Financial Points of Contact</p> <p>Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.</p> <p>In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.</p> <p>A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <a href="https://www.ojp.gov/training/fmts.htm">https://www.ojp.gov/training/fmts.htm</a>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.</p> <p>The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.</p> <p>6. Requirements related to "de minimis" indirect cost rate</p> <p>A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>7. Requirement to report potentially duplicative funding</p> <p>If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</p> <p>* 8. Requirements related to System for Award Management and Universal Identifier Requirements</p> <p>The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <a href="https://www.sam.gov/">https://www.sam.gov/</a>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.</p> <p>The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.</p> <p>The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <a href="https://ojp.gov/funding/Explore/SAM.htm">https://ojp.gov/funding/Explore/SAM.htm</a> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.</p> <p>This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p> <p>9. Requirement to report actual or imminent breach of personally identifiable information (PII)</p> <p>* The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.</p> <p>10. All subawards ("subgrants") must have specific federal authorization</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").</p> <p>The details of the requirement for authorization of any subaward are posted on the OJP web site at <a href="https://ojp.gov/funding/Explore/SubawardAuthorization.htm">https://ojp.gov/funding/Explore/SubawardAuthorization.htm</a> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).</p> <p>The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <a href="https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm">https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm</a> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.</p> <p>12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.</p> <p>The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <a href="https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm">https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm</a> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.</p> <p>13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.</p> <p>Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").</p> <p>14. Requirement for data on performance and effectiveness under the award</p> <p>The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.</p> <p>15. OJP Training Guiding Principles</p> <p>Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <a href="https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm">https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm</a>.</p>			



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**AWARD CONTINUATION  
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*SPECIAL CONDITIONS*

16. **Effect of failure to address audit issues**

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. **Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."


20. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**


The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.


Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.


The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.




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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>21. <b>Restrictions on "lobbying"</b></p> <p>In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)</p> <p>Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.</p> <p>Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>22. <b>Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)</b></p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <a href="https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm">https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm</a>, and are incorporated by reference here.</p> <p>* Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>23. <b>Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct</b></p> <p>The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.</p> <p>Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).</p> <p>Additional information is available from the DOJ OIG website at <a href="https://oig.justice.gov/hotline">https://oig.justice.gov/hotline</a>.</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>24. <b>Restrictions and certifications regarding non-disclosure agreements and related matters</b></p> <p>No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.</p> <p>The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.</p> <p>1. In accepting this award, the recipient--</p> <p>a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p> <p>b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p> <p>2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--</p> <p>a. it represents that--</p> <p>(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p> <p>(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and</p> <p>b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>25. <b>Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)</b></p> <p>The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.</p> <p>The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.</p> <p>Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.</p> <p>26. <b>Encouragement of policies to ban text messaging while driving</b></p> <p>Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</p> <p>27. <b>Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ</b></p> <p>If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.</p> <p>28. <b>The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.</b></p> <p>29. <b>The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.</b></p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>30. VOCA Requirements The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:</p> <p>a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);</p> <p>b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and</p> <p>c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.</p> <p>31. Demographic Data The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.</p> <p>32. Discrimination Findings The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings</p> <p>* to the Office for Civil Rights of OJP.</p> <p>33. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.</p> <p>34. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.</p> <p>35. FFATA reporting: Subawards and executive compensation The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <a href="https://ojp.gov/funding/Explore/FFATA.htm">https://ojp.gov/funding/Explore/FFATA.htm</a> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.</p> <p>This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>36. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions</p> <p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at <a href="mailto:CivilRightsMOA@usdoj.gov">CivilRightsMOA@usdoj.gov</a>) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.</p> <p>The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <a href="https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm">https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm</a> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.</p> <p>37. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.</p> <p>38. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS</p> <p>The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").</p> <p>The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <a href="https://ojp.gov/funding/FAPIIS.htm">https://ojp.gov/funding/FAPIIS.htm</a> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.</p> <p>39. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).</p> <table><tr><td>Name and Title of Authorized Official:</td><td>John Cooper, Mayor of the Metropolitan Government of Nashville and Davidson County</td></tr><tr><td>Name and Title of Certifying Designee (If different from authorized official):</td><td>Sheila D.J. Calloway, Juvenile Court Judge</td></tr><tr><td>Certifying Designee's Address:</td><td>100 Woodland Street, PO Box 1966306, Nashville, TN 37219-6306</td></tr></table> <p><input type="checkbox"/> I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)</p> <table><tr><td>_____ Name, Title</td><td>_____ Date</td></tr></table>				Name and Title of Authorized Official:	John Cooper, Mayor of the Metropolitan Government of Nashville and Davidson County	Name and Title of Certifying Designee (If different from authorized official):	Sheila D.J. Calloway, Juvenile Court Judge	Certifying Designee's Address:	100 Woodland Street, PO Box 1966306, Nashville, TN 37219-6306	_____ Name, Title	_____ Date
Name and Title of Authorized Official:	John Cooper, Mayor of the Metropolitan Government of Nashville and Davidson County										
Name and Title of Certifying Designee (If different from authorized official):	Sheila D.J. Calloway, Juvenile Court Judge										
Certifying Designee's Address:	100 Woodland Street, PO Box 1966306, Nashville, TN 37219-6306										
_____ Name, Title	_____ Date										

## Instructions for Completing the Certification Forms

- Read the Certifications thoroughly prior to completing the certification documents.
- Identify who will complete the certification documents, the Authorized Official or their Designee
  - **NOTE: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. This packet must include a completed [Signature Authorization Form](#), board minutes that clearly define that the Board has selected the proposed designee and a copy of the policies and procedures that pertain to delegating signatory authority. The Signature Authorization Form is only valid for the current official or Board Chair. A new form and packet must be completed once a new Authorized Official takes office.**
  - When the Designee is completing the Certifications, the sections of the Certifications collecting the Designee's personal information must be completed in full for the Designee.
- The Certifications have check boxes to indicate whether the Agency certifies to the statement or whether it is not applicable. Make sure all appropriate check boxes are marked.
- At times, the Certification requires an explanation of why a Certification is not applicable for an agency. Agencies must then add this information to the Certification form.
- Agencies should review the Certifications to ensure they are completed in full, all appropriate check boxes marked, signatures and dates are present and designee information completed if necessary.
- Agencies should make a copy of the completed Certifications and keep them in their Agency Grant file.
- Completed Certification forms should be returned to OCJP along with the Grant Application.

**CERTIFICATION REGARDING DEBARMENT, ET AL**

(PAGE 1 OF 2)

**Instructions for Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-recipients)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certificate, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participation agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS  
(SUB-RECIPIENTS)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, section 67.510, and Participants' responsibilities. The regulations were published as part vii of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)**

- (1) The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**Name and Title of Authorized Official:** John Cooper, Mayor of Metropolitan Government of Nashville and Davidson County **Name and Address of Authorizing Agency:** Metropolitan Government of Nashville and Davidson County, 1 Public Square, Suite 100, Nashville TN, 37201

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

☐ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. **(Please check the box to the left)**

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
(Please click & complete the name, title, & address form field text boxes below, if applicable)

**Certifying Designee's Name:** Sheila D.J. Calloway

**Certifying Designee's Title:** Judge, Davidson County Juvenile Court

**Certifying Designee's Address:** 100 Woodland Street PO box 196306, Nashville, Tn 37219-6306

**Please complete all certifications, print them, and then sign & date each certification**

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:



**CERTIFICATION REGARDING LOBBYING**

(PAGE 1 OF 2)

**CERTIFICATION REGARDING LOBBYING**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OCJP for guidance, and may not proceed without the express prior written approval of OCJP.

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal grant, or cooperative agreement over \$100,000 as defined at CFR Part 69.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ (**Type N/A if not applicable**) complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**Name and Title of Authorized Official:** John Cooper, Mayor of Metropolitan Government of Nashville and Davidson County

**Name and Address of Authorizing Agency:** Metropolitan Government of Nashville and Davidson County, 1 Public Square, Suite 100, Nashville TN, 37201

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

**CERTIFICATION REGARDING LOBBYING**

(PAGE 2 OF 2)

☐

**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. ***(Please check the box to the left)***

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:** Sheila D.J. Calloway

**Certifying Designee's Title:** Judge, Davidson County Juvenile Court Judge

**Certifying Designee's Address:** 100 Woodland Street, PO Box 196306, Nashville TN 37219-6306

***Please complete all certifications, print them, and then sign & date each certification***

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:

## CERTIFICATION OF CIVIL RIGHTS COMPLIANCE

(PAGE 1 OF 2)

**TENNESSEE CERTIFICATION OF COMPLIANCE  
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,  
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS  
FOR SUBGRANTS ISSUED BY  
THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION,  
OFFICE OF CRIMINAL JUSTICE PROGRAMS**

**INSTRUCTIONS:** Complete the identifying information below. Read this form completely, identifying the person responsible for reporting civil rights findings in certification #3. Please obtain the signature of the Authorized Official on page 2, forward a copy of this form to the person identified in #3 and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 Rosa L Parks Avenue, Suite 1800, Nashville, Tennessee 37243-1102 with your signed contracts.

**Agency Name:** Juvenile Court **Agency Address:** 100 Woodland Street, PO box 196306, Nashville, Tn 37219-6306  
**Project Director's Name:** Shelley Hudson Project  
**Director's Phone:** 615-862-8079  
**Grant Project Title:** Wrapping Around Families For Succes **Grant End Date:** June 30, 2022  
**Grant Start Date:** April 20, 2021 **Grant Amount:** \$470,000.00  
**Grant Duration:** April 20, 2021 - June 30, 2022

**I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:**

All subgrantee recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

1. I certify that this agency will maintain data (and submit when required) to ensure that:
  - a. all services provided by our agency are delivered in an equitable manner without discrimination on the basis of race, color, religion, national origin, age, sex or disability, or, if this agency receives funds under the Violence Against Women Act of 1994, as amended, sexual orientation or gender identity to all segments of the service population;
  - b. our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*;
  - c. all projects and activities of our agency will take reasonable steps to provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
  - d. I certify that this agency will register within 60 days of award start date with the [Office of Justice Programs, Office for Civil Rights online Equal Employment Opportunity \(EEO\) Program Reporting Tool](#) to submit the information requested and, if required, create and submit an EEO Utilization Report. The agency can access the tool at: <https://ocr-eeop.ncjrs.gov>.
2. I certify that this agency will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements which may include:
  - a. Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - b. Victims of Crime Act (42 U.S.C. § 10604(e));
  - c. Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
  - d. Civil Rights Act of 1964 (42 U.S.C. § 2000d);
  - e. Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
  - f. Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
  - g. Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the
  - h. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and
  - i. Ex. Order 13,559 (Partnerships with Faith-Based and Other Neighborhood Organizations)
  - j. Violence Against Women Act (VAWA) of 1994, as amended, 42 U.S.C. § 13925(b)(13)

**CERTIFICATION OF CIVIL RIGHTS COMPLIANCE****(PAGE 2 OF 2)**

3. I also certify that this agency will report all civil rights complaints and findings of discrimination, if any, to the Tennessee Office of Criminal Justice Programs, within the Department of Finance and Administration, in compliance with Chapter XXII of the Grant's manual, and with 28 CFR 42.202(c). Any such findings will be provided within 45 days of the complaint or finding and/or if the finding occurred **within 3 years prior to the** grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to the person responsible for reporting civil rights complaints and findings of discrimination, as identified below:

**Name: Shelley Hudson****Title: Special Projects Program Manager****Phone:615-862-8079****Address: 100 Woodland Street  
PO Box 196306****City & State: Nashville, Tn****Zip Code:37219-6306**

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."



**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. ***(Please click the box to the left)***

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**

*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name: Sheila D.J. Calloway****Certifying Designee's Title: Judge, Davidson County Juvenile Court**

***Please complete all certifications, print them, and then sign & date each certification***

---

 Authorized Signature of the Applicant Agency:

---

 Date:

**CERTIFICATION REGARDING FFATA**

(PAGE 1 OF 2)

**TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING**

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L. 109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable database, accessible by the public at no cost, that includes information about where and how federal funds are spent. This includes information on grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance funded with federal funds. That searchable database can be found through the internet. For more information about where and how federal funds are spent, please visit [www.USASpending.gov](http://www.USASpending.gov).

**Executive Compensation Reporting:** FFATA requires you to provide the names and total compensation of your agency's five (5) most highly compensated executives (i.e., Officers, Managing Partners, Executive Directors, or any other highly compensated employee in a management position) if you meet the following criteria:

- 80 percent or more of the Authorizing Agency's annual gross revenues are from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; **and**
- \$25,000,000 or more in annual gross revenues are from Federal procurement contracts, and Federal financial assistance subject to the Transparency Act; **and**
- 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>).

If Executive Compensation Reporting does **NOT** apply to your Grant Project, then please **skip** the Executive Compensation Reporting table below and proceed to page 2 to **complete the remainder of the Certification**.

If Executive Compensation Reporting **applies** to your Grant Project, then please report the name, title, and compensation of the top five executives of your organization in the table below and then proceed to page 2 to complete the remainder of the Certification.

**EXECUTIVE COMPENSATION REPORTING FOR TOP FIVE (5) EXECUTIVES OF THE AUTHORIZING, APPLICANT AGENCY**

<b>NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:</b>	<b>TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:</b>	<b>TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:</b>

**CERTIFICATION REGARDING FFATA**

(PAGE 2 OF 2)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

**Name and Title of Authorized Official:** John Cooper, Mayor Metropolitan Government of Nashville and Davidson County

**Name and Address of Authorizing Agency:** Metropolitan Government of Nashville and Davidson County, 1 Public Square, Suite 100, Nashville Tn, 37201

"The Authorized Official certifies that, to the best of his or her knowledge and belief, the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

☐

**Certification:** I certify, by my signature at the end of this form, that I have read this and the Executive

Compensation Reporting requirement does apply to this Agency and I am fully cognizant of our duties and responsibilities under this Certification. **(Please click the box to the left)**

☐

**Not Applicable:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does not apply to this Agency as a result of the explanation below: **(Please check the box to the left & provide an explanation below)**  
**Explanation:**

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
(Please click & complete the name, title, & address form field text boxes below, if applicable)

**Certifying Designee's Name:** Sheila D.J. Calloway

**Certifying Designee's Title:** Judge, Davidson County Juvenile Court

**Certifying Designee's Address:** 100 Woodland Street, PO box 196306, Nashville Tn 37219-6306

**Please complete all certifications, print them and then sign & date each certification.**

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:

**Requirement to report actual or imminent breach of  
Personally Identifiable Information (PII)**

The grantee agrees to assist Office of Criminal Justice Programs in complying with OMB Circular A-130.

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)— 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OCJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Name and Title of Authorized Official: John Cooper, Mayor Metropolitan Government of Nashville and Davidson County**

**Name and Address of Authorizing Agency: Metropolitan Government of Nashville and Davidson County, 1 Pubic Square, Suite 100, Nashville Tn, 37201**

\_\_\_\_\_  
Authorized Signature of the Applicant Agency

\_\_\_\_\_  
Date

## CERTIFICATION REGARDING LGBTQ ACCESSIBILITY POLICY (Page 1 of 1)

Identify who will complete this Certification document, the Authorized Official or their Designee:

- **NOTE: A Designee is defined as a person who has been designated by the authorized official as responsible for completing the Special Conditions and has been granted permission by the Authorized Official to sign the documents with the Authorized Official's signature.**
- When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.

As the Authorized Official signing this application on behalf of

I hereby attest and certify that:

The needs of lesbian, gay, bisexual, transgender, and questioning program participants are taken into consideration in applicant's program design. Applicant considered how its program will be inclusive of and non-stigmatizing toward such participants. If not already in place, awardee and, if applicable, sub-awardees must establish and publicize policies prohibiting harassment based on race, sexual orientation, gender, gender identity (or expression), religion, and national origin.

The submission of an application for this funding opportunity constitutes an assurance that applicants have or will put such policies in place within 12 months of the award. Awardees should ensure that all staff members are trained to prevent and respond to harassment or bullying in all forms during the award period. Programs should be prepared to monitor claims, address them seriously, and document their corrective action(s) so all participants are assured that programs are safe, inclusive, and non-stigmatizing by design and in operation. In addition, any sub-awardees or subcontractors:

- Have in place or will put into place within 12 months of the award policies prohibiting harassment based on race, sexual orientation, gender, gender identity (or expression), religion, and national origin;
- Will enforce these policies;
- Will ensure that all staff will be trained during the award period on how to prevent and respond to harassment or bullying in all forms, and;
- Have or will have within 12 months of the award, a plan to monitor claims, address them seriously, and document their corrective action(s).

**Name and Title of Authorized Official:** John Cooper, Mayor of the Metropolitan Government of Nashville and Davidson County

**Name and Title of Certifying Designee:** Sheila D.J. Calloway, Judge, Davidson County Juvenile Court

**Certifying Designee's Address:** 100 Woodland Street, PO box 196306, Nashville, Tn 37219-6306



**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification.  
**(Please check the box to the left)**

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:



## CERTIFICATION OF COMPLIANCE WITH VAWA

(PAGE 1 OF 2)

**CERTIFICATION OF COMPLIANCE WITH THE STATUTORY ELIGIBILITY REQUIREMENTS OF  
THE VIOLENCE AGAINST WOMEN ACT, AS AMENDED**

In order to receive STOP Formula Grant Program funds, States are required to certify annually that the State is in compliance with statutory eligibility requirements of the Violence Against Women Act as amended. Please note that some of the certifications have changes due to the Violence Against Women Action Reauthorization of 2013 (VAWA 2013).

**ALL agencies receiving funding through the Office of Criminal Justice Programs must be aware of these State assurances and certify that these requirements are being implemented at the local level, where applicable.**

**(1) With respect to the VAWA requirement concerning costs for criminal charges and protection orders, subrecipients must certify:**

That its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, 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, dismissal, withdrawal, 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.  
See TCA 36-6-617 for more information.

*The undersigned shall initial here \_\_\_\_\_ (Indicate N/A if not applicable) and complete the remainder of the certification and submit it in accordance with provided instructions.*

**(2) With respect to the VAWA requirement concerning forensic medical examination payment for victims of sexual assault, subrecipients must certify:**

The state or another governmental entity incurs the full out-of-pocket cost of forensic medical exams for victims of sexual assault;  
The state coordinates with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims; and,  
It will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.  
See TCA 29-13-118 for more information.

*The undersigned shall initial here \_\_\_\_\_ (Indicate N/A if not applicable) and complete the remainder of the certification and submit it in accordance with provided instructions.*

**(3) With respect to the VAWA requirement concerning judicial notification, subrecipients must certify:**

Before a court accepts the guilty plea of a defendant charged with a domestic violence offense, it shall inform the defendant that it is a federal offense for a person convicted of a domestic violence offense to possess or purchase a firearm and that from the moment of conviction for such an offense the defendant will never again be able to lawfully possess or buy a firearm of any kind. After so informing the defendant, the court may accept the plea of guilty if the defendant clearly states on the record that the defendant is aware of the consequences of a conviction for a domestic violence offense and still wishes to enter a plea of guilty. If a defendant is not represented by an attorney but wishes to proceed to the trial of a charge of committing a domestic violence offense, the court shall also inform the defendant of the consequences of a conviction for a domestic violence offense.

That its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18 of the United States Code, and any applicable related federal, state, or local laws.

See TCA 40-14-109 for more information.

*The undersigned shall initial here \_\_\_\_\_ (Indicate N/A if not applicable) and complete the remainder of the certification and submit it in accordance with provided instructions.*

**CERTIFICATION OF COMPLIANCE WITH VAWA (CONTINUED)**

(PAGE 2 OF 2)

**(4) With respect to the VAWA requirement prohibiting polygraph testing, subrecipients must certify:**

Its laws, policies, or practices ensure that no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged 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 such an offense, and

The refusal of a victim to submit to a polygraph examination or other truth telling device shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

See TCA 38-3-123 for more information.

The undersigned shall initial here \_\_\_\_\_ (**Indicate N/A if not applicable**) and complete the remainder of the certification and submit it in accordance with provided instructions.

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."



**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (**Please check the box to the left**)

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
(Please click & complete the name, title, & address form field text boxes below, if applicable)

**Certifying Designee's Name:** Sheila D.J. Calloway

**Certifying Designee's Title:** Judge, Davidson County Juvenile Court

**Certifying Designee's Address:** 100 Woodland Street, PO box 196306, Nashville, TN 37219-6306

**Please complete all certifications, print them and then sign & date each certification.**

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:

**CERTIFICATION OF COMPLIANCE WITH CONFIDENTIALITY & PRIVACY PROVISIONS**

(PAGE 1 OF 2)

**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)), subrecipients 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.

Agencies receiving Office on Violence Against Women funding through the Office of Criminal Justice Programs must be aware of VAWA confidentiality and privacy provisions and certify compliance. Additionally, subrecipient agency must create and maintain documentation of compliance, such as policies and procedures for release of victim information.

**CONFIDENTIALITY & PRIVACY PROVISIONS REQUIREMENTS:**

In order to ensure the safety of victims of crime and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(1) Nondisclosure certification: Subject to sections (2) and (3), subrecipient agencies shall not...

- 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
- 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.

(2) Release of Information: If release of information described in section (1) is compelled by statutory or court mandate—

- subrecipient agencies shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- subrecipient agencies shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(3) Information sharing

- Subrecipient agencies may share—
  - 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;
  - court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
  - law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

**CERTIFICATION OF COMPLIANCE WITH CONFIDENTIALITY & PRIVACY PROVISIONS**

(PAGE 2 OF 2)

(4) Information sharing (*continued*)

- In no circumstances may subrecipient agencies share —
  - a victim of crime and their families 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 subrecipient agency.;
  - 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.

(5) Statutorily mandated reports of abuse or neglect: Nothing in this certification prohibits a subrecipient agency from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by Tennessee. All agencies must comply with Tennessee Code Annotated, Sections 37-1-403 and 37-1-605 by reporting suspected cases of child abuse to the Department of Children's Services and with Tennessee Code Annotated 71-6-103 by reporting cases of adult abuse to the Department of Human Services as required by law.

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

☐ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. **(Please check the box to the left)**

☐ **Not Applicable:** I certify, by my signature at the end of this form, that I have read this and the *Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, As Amended*. The requirement does not apply to this Agency as a result of the explanation below: **(Please check the box to the left & provide an explanation below)**  
**Explanation:**

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:** Sheila D.J. Calloway

**Certifying Designee's Title:** Judge, Davidson County Juvenile Court

**Certifying Designee's Address:** 100 Woodland Street, PO Box 196306, Nashville TN 37219-6306

***Please complete all certifications, print them and then sign & date each certification.***

\_\_\_\_\_  
 Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
 Date:



**Tennessee Department of Finance and Administration**  
Office of Criminal Justice Programs  
312 Rosa Parks Ave, Ste. 1800  
Nashville, TN 37243-1102

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### **CERTIFICATION OF MATCH SOURCE**

I certify that I understand the match obligation for this funding. No federal dollars (including pass through funds from other state departments) will be used to match the funds received.

I also certify that \_\_\_\_\_ (name of awarded agency recipient) has the following match sources:

☐

Cash (Any cash spent on allowable expenses funded by unrestricted funds)

Source of cash match: \_\_\_\_\_

☐

In-Kind (i.e., volunteer time, 100% donated space, donated goods given to clients)

Source of in-kind match: \_\_\_\_\_

I further certify that I have read and understand the requirements for cash and in-kind match, including documentation of in-kind, as specified in the online [OCJP Grants Manual](#).

**SUBMITTED BY:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

**(Authorized Official)**



## Tennessee Department of Finance and Administration

Office of Criminal Justice Programs

312 Rosa Parks Ave, Ste. 1800

Nashville, TN 37243-1102

### High-Risk Designation Certification

The Office of Criminal Justice Programs (OCJP) subrecipients of Department of Justice (DOJ) funds are required to disclose whether the subrecipient is designated "high risk" by a federal grant-making agency. If the subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, **the subrecipient must disclose that fact and certain related information to Office of Criminal Justice Programs (OCJP) by emailing the Program Manager.**

For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following:

1. The federal awarding agency that currently designates the recipient high risk,
2. The date the recipient was designated high risk,
3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and
4. The reasons for the high-risk status, as set out by the federal awarding agency.

The recipient agrees to comply with any additional requirements that may be imposed by the OCJP during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

**Name and Title of Authorized Official or Designee:** John Cooper, Mayor of the Metropolitan Government of Nashville and Davidson County

**Name and Address of Authorizing Agency:** Sheila D.J. Calloway, Juvenile Court Judge  
100 Woodland Street PO Box 196306, Nashville, TN 37219-6306

\_\_\_\_\_  
Authorized Signature of the Applicant Agency or Designee

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING NON-SUPPLANTING**

(PAGE 1 of 1)

**NON-SUPPLANTING CERTIFICATION**

This is to certify that I have read, understand, and agree to ensure that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available or previously budgeted for this project.

**Name and Title of Authorized Official: John Cooper, Mayor of the Metropolitan Government of Nashville and Davidson County**

**Name and Address of Authorizing Agency: Metropolitan Government of Nashville and Davidson County, 1 Public Square, Suite 100, Nashville Tn, 37201**

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace State or local funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

---

☐ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. ***(Please click the box to the left)***

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name: Sheila D.J. Calloway**

**Certifying Designee's Title: Judge, Davidson County Juvenile Court**

**Certifying Designee's Address: 100 Woodland Street, PO Box 19630, Nashville TN 37219-6306**

***Please complete all certifications, print them, and then sign & date each certification***

---

Authorized Signature of the Applicant Agency:

---

Date:

**Other Funds – Application Attachment**

**Agency Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Other Funds Table Instructions:**

Use the table below to list **all** funds (federal, state, local, and private) which are dedicated to the program. This should also include any appropriations received from units of State or local government as well.

Provide the grant funding source name (i.e., TN Department of Finance and Administration), the time period of the funding (start and end date of the funds), the amount of funds, and the purpose of the funds. Add additional lines as needed.

Grant Funding Source	Time Period of Funding	Federal, State, Local, or Private	Amount of Funding	Purpose of Funds



**ATTACHMENT A**  
**APPLICATION FOR FUNDING**  
**GRANT PROJECT COVER SHEET**

**OFFICE OF CRIMINAL JUSTICE PROGRAMS**  
Application for Funding

Please select the appropriate fund source box:

☐ JAG    ☐ STOP    ☒ VOCA    ☐ RSAT    ☐ FVPSA    ☐ SASP  
☐ AFIS    ☐ ICAC    ☐ METH    ☐ SAVIN    ☐ NCHIP    ☐ Coverdell

<b>Information on Person Completing This Form:</b>  <b>Name &amp; Title:</b> shelley Hudson <b>Phone Number:</b> 615-862-8079 <b>Email Address:</b> shelleyhudson@jnsnashville.gov		<b>Authorizing Agency:</b>  <b>Name:</b> Metropolitan Government of Nashville and Davidson County Office of the Mayor <b>Address:</b> 1 Public Square, Suite 100 <b>Address:</b> Nashville, TN 37201	
<b>Required Information on Authorizing Agency:</b>  <b>Federal ID Number (FEIN):</b> 62-0694743 <b>DUNS Number:</b> 078217668 <b>SAM Expiration Date:</b>		<b>Implementing Agency:</b>  <b>Name:</b> Juvenile Court of Nashville and Davidson County <b>Address:</b> 100 Woodland Street PO box 196306 <b>Address:</b> Nashville, TN 37219-6306	
<b>Will You Have Any Subcontracts?</b> <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO			
<b>Project Title:</b> Wrapping Around Families for Success			
<b>Priority Type:</b> VOCA			
<b>Contract Start Date:</b> April 2021		<b>Contract End Date:</b> June 30, 2022	
<b>AUTHORIZED OFFICIAL – Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b> John Cooper Mayor of the Metropolitan Government of Nashville and Davidson County Office of the Mayor 1 Public Square, Suite 100 Nashville, TN 37201		<b>Phone Number:</b> office:615-862-6000  <b>Fax:</b>	<b>E-Mail Address:</b>  mayor@nashville.gov
<b>PROJECT DIRECTOR – Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b> Shelley Hudson Special Projects Program Manager Juvenile Court 100 Woodland Street PO BOX 196306 Nashville, TN 37219-6306		<b>Phone Number:</b> <b>Office:</b> 615-862-8079  <b>Fax Number:</b> 615-862-7143	<b>E-Mail Address:</b> shelleyhudson@jnsnashville.gov
<b>FINANCIAL DIRECTOR – Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b> Jim Swack Deputy Court Administrator of Finance Juvenile Court 100 Woodland Street PO Box 196306 Nashville, TN 37219-6306		<b>Phone Number:</b> 615-862-8022  <b>Fax Number:</b> 615-862-7143	<b>E-Mail Address:</b> jimswack@jnsnashville.gov
<b>County/Counties Served (Type ALL if Statewide):</b> Davidson County			
<b>U.S. Congressional District(s):</b> 5			

## Scope of Services/Project Narrative

### FY2021

**Project Name:** Wrapping Around Families for Success

#### PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

**Problem Description** – Funding will be awarded based on an applicant’s clearly demonstrated need. What is the nature and magnitude of the problem(s) to be solved by the proposed funding? This should be based on your agency's own data and/or other relevant sources and describe in detail the most pressing problems in your service/impact area. The problem statement should also identify the needs of the community based on relevant and timely data. This should be light on demographics and geography. The needs must tie directly to the problem statement and are fully described in terms of what benefits to victims this project would address.

The causes of juvenile delinquency are complex and unique to each youth. Research and documentation from respected institutions as to the causes include individual risk factors such as substance use, risk taking, aggression, and developmental delays; family risk factors including low economic status/poverty, poor parent-child relationships, poor parenting skills, low parental involvement, and child maltreatment or neglect; and peer, school and community risk factors such as weak social ties, antisocial peers, poor academic performance and disengagement from school, and neighborhood crime and drugs<sup>i</sup>. Additionally, research indicates that these risk factors usually occur together with other common risk factors and that, without effective intervention and support, they can have an accumulative effect leading to delinquent and violent behaviors. This can result in initial or further involvement in the juvenile justice system.

A 2018 study conducted by the Illinois Department of Human Services, *Youth Trauma Experiences and the Path from Child Welfare to Juvenile Justice*, found that youth who experienced maltreatment were at a 47% greater risk of becoming involved in delinquency than other youth and increased the risk of those youth committing a violent criminal offense by 96%.<sup>ii</sup>

Davidson County Juvenile staff have identified the North Nashville community as a primary target area for the Youth Advocate Programs, Inc. (YAP) program, Wrapping Around Families for Success (WFS). A study published in 2018 by the Brookings Institution provided additional confirmation that those residing in the 37208 zip code had a higher rate of incarceration than that of any other in the United States.<sup>iii</sup> The study also provides data that 42% of children living in this zip code are living in poverty. Research proves that youth residing in communities with high crime, incarceration and poverty create extreme hardships and barriers for successful futures with a greater chance at involvement in violent criminal offenses and becoming victims of crime.

Davidson County Juvenile Court data for 2019 shows the need for YAP services:

- 4,282 youth had delinquency referrals to Davidson County Juvenile Court.
- 812 children and youth were adjudicated as neglected or dependent in 2019.
- 178 youth victims received juvenile justice probation services.
- 258 youth were adjudicated delinquent.
- 63 of the 258 youth adjudicated delinquent had some level of involvement with the child welfare system.
- 67 youth were placed in the custody of the Department of Children Services through Davidson County Juvenile Court.

Davidson County Juvenile Court provides supervision to youth who are not only justice involved but have also suffered traumatic experiences or been victims of crime and require additional programming such as those described in this application to fully meet the needs of the youth and families. Davidson County Juvenile staff utilize the Child and Adolescent Needs and Strengths (JJ-CANS 2.0) instrument to assess the youth’s functioning in five life domain areas: strengths, emotional and behavioral needs, risk behaviors, juvenile justice, and trauma experiences.

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## **PURPOSE**

**This section should include goals and objectives of the project. Listed below are examples of goals and objectives which relate to the scope of this solicitation. Priority consideration will be given to applications which address the goals. An applicant's first consideration should be the identification of agency needs as listed above.**

The Davidson County Juvenile Court and Youth Advocate Programs, Inc. (YAP) have joined in a collaborative partnership to propose expansion of current program services to youth victims involved in the Davidson County Juvenile Court. Two Juvenile Court Support Intervention Accountability (SIA) Case Managers will be dedicated to work with YAP. The case managers will conduct assessments, determine program eligibility, and refer youth to YAP services. YAP will serve male and female youth ages 12 to 18 that may be pre or post adjudicated. Eligibility will be determined based on the results of the completed JJ-CANS 2.0 instrument and then will be enrolled and tracked through an intake process. YAP's nationally recognized advocacy/mentoring model will be utilized as the foundation of service delivery. The program will offer a variety of tailored services to help mitigate each youth, family, and community risk factors and build protective factors that will equip youth with the knowledge and skills needed to succeed.

**Goal 1:** A minimum of 75% of participating youth will exhibit desired improvement in target behaviors (social competence, pro-social involvement, conflict resolution) upon completion and six (6) months post discharge.

**Objective 1.1** Provide holistic wraparound services to referred program youth through a collaborative partnership between Youth Advocate Programs, Inc., and Davidson County Juvenile Court over the twelve (12) month grant period to an estimated twenty (20) referred youth, at any given time (40 youth annually) for up to 9.5 hours per week for an average of six (6) months length of services.

**Objective1:2** Provide group mentoring by utilizing life skills/interventions and restorative peace circles to decrease risk factors associated with traumatization and juvenile delinquency; and increase protective factors for juvenile justice involved youth in Davidson County, Tennessee to up to forty (40) referred youth over the twelve (12) month grant period (20 at any given time) for an average of six (6) months length of services.

**Objective 1:3:** Provide program youth with crisis intervention, safety planning, and referrals for counseling/therapy as needed to reduce post-traumatic stress.

## **ACTIVITIES**

**Activities are what a project does with the inputs to fulfill its mission. This section should describe the planned activities, major interventions or program elements designed to accomplish the goals of the project. You should describe the activities to be employed by the project to achieve the desired results.**

**Goal 1:** A minimum of 75% of participating youth will exhibit desired improvement in target behaviors (social competence, pro-social involvement, conflict resolution) upon completion and six (6) months post discharge.

**Objective 1.1** Provide holistic wraparound services to referred program youth through a collaborative partnership between Youth Advocate Programs, Inc., and Davidson County Juvenile Court over the twelve (12) month grant period to an estimated twenty (20) referred youth, at any given time (40 youth annually) for up to 9.5 hours per week for an average of six (6) months length of services.

**Activities 1.1:** Hired and trained Advocates will provide up to 7.5 hours of individualized services for an average of six (6) months to program youth victims, provide crisis safety planning, focusing on the

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strengths of each youth and family and meeting goals developed in their Individualized Service Plans (ISP).

**Activities 1.2:** YAP will provide crisis intervention and safety planning to all program youth, lessening opportunities for illegal behaviors or unsafe choices. Through a contract with a licensed counselor/therapist, YAP will offer referrals for mental health counseling to youth victims with trauma related needs.

**Activities 1.3:** YAP will provide eligible youth with job readiness and preparedness skills to increase knowledge and interest of workforce opportunities and pro-social interactions.

**Objective1:2** Provide group mentoring by utilizing life skills/interventions and restorative peace circles to decrease risk factors associated with traumatization and juvenile delinquency; and increase protective factors for juvenile justice involved youth in Davidson County, Tennessee to up to forty (40) referred youth over the twelve (12) month grant period (20 at any given time) for an average of six (6) months length of services.

**Activity 1.2** Hired and trained Advocates will provide youth with two (2) hours of group mentoring weekly.

**Activity 1.2** Advocates will engage youth with the evidenced-based Peaceful Alternatives to Tough Situations (PATTS) intervention tool, Casey Life Skills, and Peace Circles to decrease youth involvement in the justice system.

**Objective 1:3:** Provide program youth with crisis intervention, safety planning, and referrals for counseling/therapy as needed to reduce post-traumatic stress.

**Activity 1.3** Advocates will develop crisis safety plans and provide available staff for crisis intervention.

**Activity 1.3** Advocates will refer youth to local community service mental health partners to provide counseling and therapy services.

**IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES**

This section should include a comprehensive timeline with concrete implementation and execution dates. The structure of the timeline should be feasible and outline the best scenario for achieving goals and objectives. Please add additional lines as necessary.

Activity/ Output	Position of Person Completing	Due Date for Completion
Contract Agreement with YAP to provide services	Davidson County Juvenile Court/YAP Leadership	At time of award-up to two (2) weeks
Referrals for Services	Davidson County Juvenile Court/YAP Staff	Beginning two (2) weeks post award; ongoing
Service Delivery (Individual/Group, etc.)	YAP Staff/Community Partners	Beginning within two (2) weeks post award; ongoing for up to six months ( <i>length of service is based on individual needs of each client</i> )
Quarterly Collaborative Meetings	Davidson County Juvenile Court/YAP	First meeting within three (3) months of award; thereafter, quarterly (ongoing)

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## **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.**

Davidson County Juvenile Court will provide two (2) full time Juvenile Court Case Managers who will be responsible for the following: Provide the JJ-CANS 2.0 assessment to determine youth eligibility, complete initial screening and intake, provide referrals to YAP programming, review ongoing service delivery and progress of youth throughout YAP programming.

Youth Advocate Programs, Inc. will employ a full time Program Director who will provide direct services to include completion of youth's Individualized Service Plans (ISP), completing YAP's Intake Assessments, provide additional direct services and community linkages, and assist with the development of the youth's discharge plan. YAP's Regional Director and Vice President will provide direct project oversight, assistance with staff supervision, and development of programming in Davidson County.

***Additional staff provided by YAP will include:***

One full time Advocate will provide direct, one-on-one individualized wraparound advocacy services to referred youth and families. This position will provide 24/7 crisis intervention and supports, develop safety plans, provide transportation to court appointments and appearances, and provide transportation to and facilitate group interventions. This position will be supervised by the Program Director.

Multiple part time Advocates will provide individualized wraparound advocacy services, providing 24/7 crisis interventions and supports, safety planning, and provide transportation to group services, court appointments and scheduled meetings with court authorities to referred youth. Advocates are directly supervised by the Program Director.

One part time Administrative Manager will provide data entry, reporting, and other direct service administrative duties to the program under the direction of the Program Director.

Other inputs include travel costs (for program staff to provide in home and community based services to participating program youth and families), office space, utilities, phones/internet, technology equipment (desktop/laptop computers/tablets), office furniture and equipment (copy machine/fax machine) postage/overnight mail, office supplies (file folders, pens, legal pads, secured filing cabinets), and emergency assistance funds to assist youth and families with additional emergency needs.

**Clearly state your operating budget and describe in terms of what would not be maintained if funds were not received or what benefit a special project would bring.**

To fully implement the project and provide the services detailed in this application, a request of \$400,000 is needed for a period of twelve (12) months. If not fully awarded, a budget modification would decrease YAP's ability to provide services to Davidson County youth in need. Please refer to FY 21 and FY 22 budget attachments for a detailed statement on use of funds.

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**Description of how the agency is leveraging other funds for additional support to victim(s).**

YAP has limited discretionary funds for victim needs, and a National Development Department that actively raises additional funds to support victim needs.

**Describe agency use of evidence-based services.**

YAP has been implementing the Advocate model since its inception in 1975, adapting best practices into the model over time. ***More than fourteen (14) external studies have been conducted on the YAP model.*** Of the eleven (11) studies, three (3) were studies conducted by the funding agency; four (4) were University-based studies; three (3) were studies commissioned by a public agency conducted by external evaluators, and one was an external study commissioned by YAP. Seven (7) of the studies used pre and posttest designs.<sup>iv</sup> Four (4) studies involved comparisons of YAP with similar community programs.<sup>v</sup> The studies found YAP services to have higher program completion rates;<sup>vi</sup> lower rates of placement into juvenile facilities or residential foster care<sup>vii</sup>; lower re-arrest rates<sup>viii</sup>; lower numbers of youth who are AWOL<sup>ix</sup>, and greater residential stability while in the juvenile justice and child welfare systems<sup>x</sup> than comparison groups.

In addition, young people in YAP programs recorded improvements in risk taking behaviors, quality of life, education, community linkages, and pro-social outlooks. These results have been achieved despite YAP's "***no reject, no eject***" policy and the resulting high-risk population tracked in YAP's programs in major metropolitan areas such as Philadelphia and Tampa. In addition, in YAP's state-wide programs in Pennsylvania, more than one-third of youth have autism.

**Include your organization chart.**

The Davidson County Juvenile Court organizational chart is incorporated as an attachment.

**Include job descriptions for every grant funded/match personnel that show allowable activities and ensures clients are receiving trauma informed services.**

**Juvenile Court Case Manager for YAP Program**

- Performs professional case manager responsibilities.
- Attends meetings, case conferencing, and trainings as required.
- Administers the JJ-CANS 2.0.
- Assesses youth program eligibility according to policies and guidelines.
- Refers youth to program services.
- Acts as a liaison between Juvenile Court and the program.
- Collaborates with Grant Management team.
- Collects data for required State and other program reports.
- Submits and reviews program reports.
- Provides potential clients with information regarding program services.
- Visits client's homes and other locations in the community.
- Establishes and maintain effective and professional relationship with clients and community partners.
- Accurately records case activities and progress.
- Performs general administrative duties.
- Prepares and maintains case records and reports.

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**Describe agency use of in-kind and/or cash match including what source it would come from.**

Davidson County Juvenile Court will provide two (2) full time Case Managers who will serve as liaisons and direct service point of contacts for YAP staff. YAP will work in coordination with the Case Managers to set up initial intake, develop Individualized Service Plans (ISP), and maintain constant communication throughout service delivery about the progress of set goals and needs met through YAP. These positions are provided by the Davidson County Juvenile Court at no cost to the grant and will be utilized as matching funds.

**Sustainability plan: Please describe your plan to sustain this funded project in the future if federal funding decreases or discontinues.**

The Davidson County Juvenile Court will seek funding through federal, state, and local funding sources to secure sustainable funding to continue program services after the grant period, ending in 2022. Potential funding sources include seeking funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Juvenile Court will seek funding through the Mayor's new priority for violence reduction, which dedicated three million dollars to violence prevention. Juvenile Court will continue to collaborate with the Davidson County Department of Children's Services to demonstrate the expected Pilot outcomes to positively impact youth entering the custody of the State; thus, reduce the number of out of home placements, which may support future funding.

**DATA COLLECTION PROCEDURE**

**Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or interventions. E.g. stakeholder questionnaires, client satisfaction surveys, case records, etc. Describe how you will document your activities and collect the data you will report for the quarterly Performance Measurement Tool reports and OCJP Annual Report.**

YAP is committed to providing quality services and understands the importance of evaluating outcomes to monitor success and ensure a continuous cycle of program improvement. YAP's current web-based systems, including Evolve, UltiPro, Monitoring, and our outcomes software, Social Solutions Efforts to Outcomes (ETO), are used to provide monthly reports on service provision and outcomes, including the volume of youth services provided; utilization management; median length of stay; youth demographics; individual youth progress; youth and family satisfaction surveys; caseload size and mix per Advocate and contract compliance.

YAP will utilize the following strategies to work with the YAP Davidson County Program Director who will assure collection and reporting of required data. For youth: Monthly Youth Participation Reports, Individualized Service Plans (ISP), Group Mentoring Attendance Reports, Advocate Case Notes, Case Files, Referral Log, Enrollment Application Report, Group Pre/Post Tests, Discharge Survey, Follow-up Reports (three, six and twelve months), Juvenile Justice Reports, and Referral Reports. For YAP staff and Community Partners: Training Attendance Reports, Monthly Professional Development Logs, Training Pre/Post Tests, Advocate Surveys, Self-Reporting, Advocate Applications, Advocate Interview Log, Advocate Roster.

Juvenile Court will enter into a Memorandum of Understanding (MOU) with YAP that outlines YAP's reporting duties and responsibilities to the Court. Reporting is completed electronically and stored in locally backed-up electronic files by METRO Information Systems guidelines.

**Describe how your agency will use the data collected to evaluate the goals of the project and the work performed and plan accordingly.**

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YAP's data collection system records all required quantitative and qualitative outputs and generates evaluation reports. The Juvenile Court VOCA Program Director will meet with the Juvenile Court case managers and local YAP Director to ensure VOCA reporting requirements and YAP programmatic reporting requirements are accurately accounted for and create a team practice on information gathering and sharing practices. This will be reflected in the MOU.

**Describe how you share your data with your board and other community partners.**

YAP will provide outcomes data as requested to the Davidson Juvenile Court to meet all quarterly reporting requirements. The Juvenile Court VOCA Program Director will meet with the YAP Program Director and Juvenile Court Financial Analyst to review all VOCA auditing requirements (Subcontract monitoring form) to ensure records are accounted for monitoring, invoicing, evaluation, and program compliance.

**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. Explain your working relationship with agencies you consider to be a partner agency. How and what do you collaborate on? How does this benefit your clients? Provide point of contact for partner agency and provide contact information. Submit current Memorandum of Understanding (MOU). Describe how you meet the needs of underserved and culturally specific clients. Examples of underserved (differently abled, elderly) and culturally specific (LGBTQ and other marginalized populations).**

**Explain your working relationship with agencies you consider to be a partner agency. How and what do you collaborate on?**

Collaborative Activities/Plans: Youth Advocate Programs, Inc. (YAP) and Davidson County Juvenile Court began working together in 2020 to explore available funding opportunities to bring YAP services to youth and families in Davidson County. Through a developed partnership, YAP and Davidson County Juvenile Court will work together to establish an advisory council that will represent members from the Court, YAP, and other community organizations that will accept or provide additional community resources to YAP's families. Examples of resource partners may include, Oasis Center, Epic Girl, Be About Change, Bradford Health Services, The F.I.N.D. Design, Impact Youth Outreach, YMCA-YCAP, Tennessee Voices, Nashville Conflict Resolution Center, and The Family Center.

Through awarded funds, the advisory members agree to participate in quarterly zoom meetings to discuss identified gaps in services, referral processes and how to better serve the youth and families in Davidson County. Collectively, the collaborative will work to increase community partnerships, bring awareness of the program and services offered by YAP to surrounding juvenile courts and systems, and assist with promoting the services to increase the opportunity for sustainable funding in Davidson County.

**Describe how you meet the needs of underserved and culturally specific clients. Examples of underserved (differently abled, elderly) and culturally specific (LGBTQ and other marginalized populations).**

Meeting the needs of underserved/culturally specific clients: YAP exemplifies its commitment to cultural competence through the use of a "same zip-code" recruitment strategy, as referenced above, and through rigorous, annual cultural competency training required of all staff. This ensures that staff members reflect the cultural diversity of the surrounding communities. YAP Program Directors will match each client with a trained and supportive Advocate who is geographically adjacent to their neighborhood. YAP staff members at every level of the organization bring this community knowledge and their resource contacts into their work with youth and families. All YAP staff are diverse,



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representing many ethnic, racial, and social groups. YAP has staff who are fluent in Spanish and English and has the capability to hire new staff members representing other linguistic groups as needed. All YAP staff members complete new-hire and annual training comprising cultural competence, sensitivity, and affirmation. These attributes are consistent with YAP's overall commitment to cultural diversity, cultural competence, and cultural affirmation. Since 2009, YAP has continued to receive accreditation from the Council on Accreditation (COA). The COA accreditation process involved a detailed review and analysis of our operations and its service delivery practices. YAP performance was "measured" against national standards of best practice. These standards emphasize services that are accessible, appropriate, culturally responsive, evidence based, and outcomes oriented. Achieving COA accreditation supports the premise that YAP services are provided by a culturally competent, skilled, and supported workforce. All YAP employees are required to participate in cultural competence training within the first year of employment.

**Provide point of contact for partner agency and provide contact information.**

Kimberly Brandon, Regional Director serves as the point of contact for Youth Advocate Programs, Inc. She can be reached at (817) 905-3826.

**Submit current Memorandum of Understanding (MOU).**

There will be a signed subcontract developed after final award of the grant contract.

**INTENDED OUTCOMES (Results)**

**Outcomes describe the difference the project will make for its participants and/or the community as a whole. The outcomes for a project should be measurable based upon a set of defined criteria. Project goals should be set for each criterion. For projects requesting multi-year funding, describe how outcomes may be expected to change over the period of the grant.**

**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."*

**Victims report an increase in knowledge about victim services.**

*"I am more knowledgeable of the services and community resources available to victims."*

**Victims report an increase in knowledge about the criminal justice system.**

*"I am more knowledgeable about the criminal justice system."*

**Victims express satisfaction with services.**

*"I am satisfied with the services I have received through this agency."*

**Victims report an improved ability to plan for their safety (required only for shelters).**

*"I know more ways to plan for my safety."*

**Applications must include at least one of the outcomes listed below: Delete ones you are not going to utilize.**

**Victims report that their quality of life is improved because set goals have been accomplished. (Increase in victims' perceived quality of life).**

*"This agency helped me achieve the goals I set out to accomplish."*

**INTENDED OUTPUTS (Products).**

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**PROJECT SERVICES TO REACH OUTPUTS**

Indicate services that a client should be able to access through your agency. Describe agency use of evidence-based services Example- our agency provides court advocacy services and we provide that by spending 2 days a week in criminal and/or civil court providing support to victims, we assist with filling out the Order of Protections and assist with the criminal justice process by assisting the client in understanding her case and what is happening next.

The proposed program will provide justice involved youth, who are or have been victims of crime, with an intensive mentoring program for a minimum of forty (40) male and female youth ages 12 to 18 in Davidson County's rural, urban, and suburban communities. The priority target population will be screened by the Davidson County Juvenile Court as high risk to public safety and who are post-adjudication on probation as a part of an alternative to detention approach. Each youth will receive up to 9.5 hours of services per week for an average of length of service of six (6) months.

**Individual Services:** YAP will utilize a strength based mentoring approach to "wrap" comprehensive individualized services and support networks "around" at-risk and high-risk youth. The wraparound process is an evidence-based approach for working with high-risk populations. The process builds on youth strengths and interests to develop individualized interventions that will help the youth maintain benefits in a home and community environment beyond program participation.

**Group Mentoring:** Group mentoring will provide a secondary strategy to empower youth to deter negative behavior and reinforce positive behavior. Young people need out of school structured activities that are supervised, support their needs, and provide skills training to offset challenges that they face. To be successful, youth must understand and experience relationship building, coping skills, and positive socialization. Group programming will be offered to all referred youth throughout the program services. The group services available to youth are listed below.

- **Peaceful Alternatives to Tough Situations (PATTS):** PATTS is a 10-week curriculum-based aggression-management and leadership development program designed to help youth increase positive conflict-resolution skills, increase the ability to forgive transgressions and reduce aggressive behavior. The program teaches cognitive skills, peer refusal skills, appropriate conflict resolution skills, identification and verbalization of emotions, recognition of anger cues, calming techniques and forgiveness. Sessions are highly interactive and use group discussion, role-playing, games and skills review. Additionally, PATTS integrates parents/caregivers into the youths' training through a family night to educate them on strategies that will support positive conflict resolution skills.
- **Casey Life Skills:** The Casey Life Skills (CLS) curriculum is a 14+week program that includes work within the following life domain areas: Career Planning, Communication, Daily Living, Home Life, Housing and Money Management, Self-Care, Social Relationships, Work Life, Work and Study Skills. User-driven, computerized learning modules provide assessments with career/life success advice that is often readily available to the most well-connected individuals and families, but often lacking in our most under-resourced communities. Advocates will work with their youth on their identified skill needs, but group sessions will be held on each subject facilitated by the Program Director utilizing community partners and guest presenters.
- **Peace Circles:** A restorative justice practice that promotes healing and community building. Groups of at least three (3) participants take turns speaking and determine: 1) what happened and why; and 2) how it can be fixed. Circles provide a space for encounter between victim and justice involved youth, but it

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moves beyond that to involve the community in the decision-making process. Depending on the model being used, the community participants may range from justice system personnel to anyone in the community concerned about the crime. Everyone present, the victim, the victim's family, the justice involved youth, and the family member(s) and community representatives are given a voice in the proceedings. The process is value driven. Primarily, it is designed to bring healing and understanding to the victim and the justice involved youth. Reinforcing the goal of healing is the empowerment of the community to be involved in deciding what is to be done in the particular case and to address underlying problems that may have led to the crime. In reaching these goals, the circle process builds on the values and respect, honesty, listening, truth, and sharing. Peace Circles positively reinforce potential and rehabilitation instead of punishing bad choices.

**Crisis/Safety Planning:** Due to the high-risk nature of the youth served by YAP, the Program Director will prioritize legal and safety issues during the initial and ongoing assessments. Safety issues are often identified by the courts and probation officers during referral meetings and subsequent factfinding calls. Safety assessments and plans on risk issues such as abuse and neglect, violence, substance use, criminal activity, exploitation, suicide, depression, or runaway behaviors will be a key focus. Many of these risk factors may also be addressed by a court order or conditions of probation in service plans. YAP staff will work with the youth and family to identify past triggers associated with these behaviors. Together, a safety plan will be developed to prevent unsafe behaviors and a crisis plan to prepare for when the risk factors may impact on safety. YAP staff are available 24/7 to assist youth and families with crisis situations.

**Counseling/Therapy:** YAP will collaborate with local community partners, such as local mental health facilities, to provide youth victims with counseling and therapy as needed to assist with overcoming post-traumatic stress from victimization. If youth or families need financial assistance to obtain counseling services, YAP will provide emergency financial assistance to obtain these services. Counseling referrals will be provided on an as-needed basis.

**Work Readiness:** YAP will work with employment eligible youth in identifying and building upon employment interests for each youth is integral to the program's success. Employment related activities and community service not only empower the youth, but also teach them important values. All employment eligible youth referred to the program are encouraged to participate in community service to build a mutual appreciation between youth and their communities. Each youth will be given the opportunity to volunteer based on identified strengths and needs.

**Emergency Assistance Funds:** In addition to services, awarded funds will be utilized to assist youth and families with emergency needs such as emergency rent/housing or utility assistance when all other available community resources are exhausted or unavailable.

Traditionally, YAP provides services in a face-to-face setting. YAP will continue to provide services in this manner unless there are circumstances where face-to-face services cannot be provided due to national crisis, prolonged client/family illness, inclement weather, or other natural disasters. YAP will modify service delivery to youth and families to include tele-visits and/or virtual service delivery through video conferencing. YAP will do whatever it takes to ensure services are continued to our clients.

**Describe the counties you serve and have a presence in.**

Metro Nashville Juvenile Court serves Davidson County only.

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**VOCA Required Outputs**

Required output measures for VOCA are listed below. Complete each of the fields with a projection of the total outputs generated by your agency's project (for one year). VOCA requires that the outputs attributed to the project be based upon **VOCA funded staff/services only**.

**Projected number of individuals who will receive services based on the presenting victimization type during the reporting period.**

Adults Sexually Abused/Assaulted as Children	
Adult Sexual Assault	
Adult Physical Assault (Includes Aggravated and Simple Assault)	
Arson	
Bullying (Verbal, Cyber or Physical)	
Burglary	
Child Physical Abuse or Neglect	20
Child Pornography	
Child Sexual Abuse/Assault	
Domestic and/or Family Violence	20
DUI/DWI Incidents	
Elder Abuse or Neglect	
Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)	
If Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other, <b>please explain:</b>	
Human Trafficking: Sex	
Human Trafficking: Labor	
Identity Theft/Fraud/Financial Crime	
Kidnapping (non-custodial)	
Kidnapping (custodial)	
Mass Violence (Domestic/International)	
Other Vehicular Victimization (e.g., Hit and Run)	
Robbery	
Stalking/Harassment	
Survivors of Homicide Victims	
Teen Dating Victimization	
Terrorism (Domestic/International)	
Other	
If other, <b>please explain:</b>	

**Projected number of individuals who will be assisted with a victim compensation application annually through this project:**

20

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**Information and Referral services annually through this project:**

Information about the criminal justice process	15
Information about victim rights, how to obtain notifications, etc.	15
Referral to other victim service programs	15
Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)	30

**Personal Advocacy/Accompaniment services annually through this project:**

Victim advocacy/accompaniment to emergency medical care	10
Victim advocacy/accompaniment to medical forensic exam	
Law enforcement interview advocacy/accompaniment	10
Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)	30
Performance of medical or nonmedical forensic exam or interview or medical evidence collection	
Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)	
Intervention with employer, creditor, landlord, or academic institution	15
Child or dependent care assistance (includes coordination of services)	
Transportation assistance (includes coordination of services)	15
Interpreter services	

**Emotional Support or Safety services annually through this project:**

Crisis intervention (in-person, includes safety planning, etc.)	30
Hotline/crisis line counseling	
On-scene crisis response (e.g., community crisis response)	15
Individual counseling	10
Support groups (facilitated or peer)	30
Other Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)	
Emergency financial assistance	15

**Shelter/Housing services annually through this project:**

**ATTACHMENT A**  
**APPLICATION FOR FUNDING**  
**GRANT PROJECT NARRATIVE**  
**(Narrative Page 12)**

Emergency shelter or safe house	
Transitional housing	
Relocation assistance (includes assistance with obtaining housing)	15

**Criminal Justice/Civil Justice System Assistance services annually through this project:**

Notification of criminal justice events	15
Victim impact statement assistance	
Assistance with restitution	
Civil legal assistance in obtaining protection or restraining order	
Civil legal assistance with family law issues	
Other emergency justice-related assistance	15
Immigration assistance	
Prosecution interview advocacy/accompaniment	15
Law enforcement interview advocacy/accompaniment	15
Criminal advocacy/accompaniment	15
Other legal advice and/or counsel	

**UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.**

<sup>i</sup> National Research Council and Institute of Medicine (2001) Juvenile Crime, Juvenile Justice. Panel on Juvenile Crime: Prevention, Treatment, and Control. Joan McCord, Cathy Spatz Widom, and Nancy A. Crowell, eds. Committee on Law and Justice and Board on Children, Youth, and Families. Washington, DC: National Academy Press.

<sup>ii</sup> Illinois Department of Human Services. Gjertson.Guiltinan. 2018. *Youth Trauma Experiences and the Path from Child Welfare to Juvenile Justice*. [Trauma-Crossover-Youth-Report.pdf \(chapinhall.org\)](https://www.chapinhall.org/research-reports/youth-trauma-experiences-and-the-path-from-child-welfare-to-juvenile-justice)

<sup>iii</sup> Brookings Institution. *Work and Opportunity Before and After Incarceration*; Adam Looney and Nicholas Turner; March 2018, [https://www.brookings.edu/wp-content/uploads/2018/03/es\\_20180314\\_looneyincarceration\\_final.pdf](https://www.brookings.edu/wp-content/uploads/2018/03/es_20180314_looneyincarceration_final.pdf)

<sup>iv iii</sup> COA, 2006; Comisky, 2006; Jameson & Cleary, 2004; O'Brien, 2004; Travis, 2001, 2003

<sup>v</sup> Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003; Jones, Harris & Bachovchin, 1997

<sup>vi</sup> Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003; Jones, Harris & Bachovchin, 1997

<sup>vii</sup> Tarrant, 2002

<sup>viii</sup> Jones, Harris & Bachovchin 1997; Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003

<sup>ix</sup> Jones, Harris & Bachovchin, 1997; Rea, Prior & Davis, 2003

<sup>x</sup> THINK, 2003

GRANT BUDGET				
AGENCY NAME: JUVENILE COURT OF METROPOLITAN NASHVILLE & DAVIDSON COUNTY, TN.				
FUND SOURCE: VOCA				
SOLICITATION NUMBER: NA				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 04/21/2021	END: 06/30/2021	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$1,632.00	\$19,699.00	\$21,331.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$70,000.00	\$0.00	\$70,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$ 7,163.00	\$0.00	\$ 7,163.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$ 78,795.00</b>	<b>\$19,699.00</b>	<b>\$ 98,494.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*

(posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls))

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> 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				
AGENCY NAME: JUVENILE COURT OF METROPOLITAN NASHVILLE & DAVIDSON COUNTY, TN.				
FUND SOURCE: VOCA				
SOLICITATION NUMBER: NA				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 07/01/2021	END: 06/30/2022	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$14,000.00	\$113,850.00	\$127,850.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$400,000.00	\$0.00	\$400,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$ 41,400.00	\$0.00	\$41,400.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$455,400.00</b>	<b>\$113,850.00</b>	<b>\$569,250.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/ocip/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls))

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> 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.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-876, **Version:** 1

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A resolution accepting a grant from the Tennessee Emergency Management Agency to the Metropolitan Government, acting by and through the Department of Finance, to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-4550-DR-TN for costs incurred for severe storms, straight-line winds, and flooding on March 3 - 4, 2020.

WHEREAS, the Tennessee Emergency Management Agency has awarded a grant in an amount not to exceed \$909,007.91 with a required cash match of \$129,858.26 to the Metropolitan Government, acting by and through the Department of Finance, to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-4550-DR-TN for costs incurred for severe storms, straight-line winds, and flooding on March 3 - 4, 2020; and,

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

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

Section 1. That the grant by and between the Tennessee Emergency Management Agency, in an amount not to exceed \$909,007.91, to the Metropolitan Government, acting by and through the Department of Finance, to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-4550-DR-TN for costs incurred for severe storms, straight-line winds, and flooding on March 3 - 4, 2020, 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 Department of Finance based on the revenues estimated to be received and any match to be applied.

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

### Analysis

This resolution approves a grant in the amount of \$909,007.91 with a required local cash match of \$129,858.26 from the Tennessee Emergency Management Agency. These are federal pass-through funds to pay for costs incurred for severe storms, straight-line winds, and flooding on March 3 - 4, 2020. Specifically, the funds will be used to reimburse Metro for costs associated with police security, emergency protective measures, traffic signals, debris removal, and damage to parks.

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## GRANT SUMMARY SHEET

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**Grant Name:** FEMA-4550-DR-TN (May 3-4, 2020) 20-24

**Department:** FINANCE DEPARTMENT

**Grantor:** U.S. DEPARTMENT OF HOMELAND SECURITY

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

**Total Award this Action:** \$909,007.91

**Cash Match Amount** \$129,858.26

**Department Contact:**

**Status:** NEW

**Program Description:**

Public assistance pursuant to Presidential Disaster Declaration number FEMA-4550-DR-TN for Severe Storms, Straight-line Winds and Flooding during May 3-4, 2020.

**Plan for continuation of services upon grant expiration:**

Grant will expire

## Grants Tracking Form

## Part One

<b>Pre-Application</b> <input type="radio"/>		<b>Application</b> <input type="radio"/>		<b>Award Acceptance</b> <input checked="" type="radio"/>		<b>Contract Amendment</b> <input type="radio"/>	
<b>Department</b>	<b>Dept. No.</b>	<b>Contact</b>				<b>Phone</b>	<b>Fax</b>
FINANCE DEPARTMENT	015						
<b>Grant Name:</b>		FEMA-4550-DR-TN (May 3-4, 2020) 20-24					
<b>Grantor:</b>		U.S. DEPARTMENT OF HOMELAND SECURITY				<b>Other:</b>	
<b>Grant Period From:</b>		05/03/20	(applications only) Anticipated Application Date:				
<b>Grant Period To:</b>		05/02/24	(applications only) Application Deadline:				
<b>Funding Type:</b>	FED PASS THRU	<b>Multi-Department Grant</b>		<input type="checkbox"/> If yes, list below.			
<b>Pass-Thru:</b>	TENN. EMERG. MGMT.	<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	OTHER	<b>Total Award:</b>		\$909,007.91			
<b>Status:</b>	NEW	<b>Metro Cash Match:</b>		\$129,858.26			
<b>Metro Category:</b>	Est. Prior.	<b>Metro In-Kind Match:</b>					
<b>CFDA #</b>	97.036	<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>			
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b>		<input type="checkbox"/>			
Public assistance pursuant to Presidential Disaster Declaration number FEMA-4550-DR-TN for Severe Storms, Straight-line Winds and Flooding during May 3-4, 2020.							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
Grant will expire							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or	12.5%	<b>% of Grant</b>		<b>Other:</b> <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>				<b>Fund</b>	30095	<b>Business Unit</b>	15705320
<b>Is not budgeted?</b>				<b>Proposed Source of Match:</b>			
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		0.00		<b>Actual number of positions added:</b>		0.00	
<b>Departmental Indirect Cost Rate</b>		5.25%		<b>Indirect Cost of Grant to Metro:</b>		\$54,540.47	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		<b>% Allow.</b>		0.00%		<b>Ind. Cost Requested from Grantor:</b>	
						\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$779,149.64	\$129,858.27		\$129,858.26	30095, 15705320.		\$1,038,866.17	\$54,540.47	\$0.00
Yr 2	FY__							\$0.00		
Yr 3	FY__							\$0.00		
Yr 4	FY__							\$0.00		
Yr 5	FY__							\$0.00		
<b>Total</b>		\$779,149.64	\$129,858.27	\$0.00	\$129,858.26		\$0.00	\$1,038,866.17	\$54,540.47	\$0.00
<b>Date Awarded:</b>		03/17/21		<b>Tot. Awarded:</b>		\$909,007.91		<b>Contract#:</b>		
<b>(or) Date Denied:</b>				<b>Reason:</b>						
<b>(or) Date Withdrawn:</b>				<b>Reason:</b>						

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5211

GCP Rec'd  
04/01/21

GCP Approved  
04/01/21

VW



Patrick C. Sheehan  
Director

Major General  
Jeffrey H. Holmes  
The Adjutant General

March 17, 2021

RE: FEMA-4550-DR-TN  
PA ID# 037-52004-00  
Nashville-Davidson County

The Honorable John Cooper  
Mayor  
1 Public Square, Suite 100  
Nashville, TN 37201

Dear Mayor Cooper:

Attached for signature is the contract between the Tennessee Emergency Management Agency and your jurisdiction. This contract is for the eligible costs incurred as a result of FEMA-4550-DR-TN.

The Project Application Grant Reports, referred to as P2's, are part of the contract. Please return the signed contract in its entirety (must be signed by the Applicant's Agent), to the following address:

Tennessee Emergency Management Agency  
Public Assistance Program  
3041 Sidco Drive  
Nashville, TN 37204

If you have any questions, Kelly Jo Dyer is the Liaison for your Public Assistance award and can be contacted at (615) 741-3753 or [Kelly.Jo.Dyer@tn.gov](mailto:Kelly.Jo.Dyer@tn.gov).

Sincerely,

Judith L. Huff  
Public Assistance Manager

JLH:kjd

Enclosure (as stated)

cc: Davidson County EMA Director  
Middle Tennessee Regional Administrator



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> 05/03/2020	<b>End Date</b> 05/02/2024	<b>Agency Tracking #</b> 34101-37021	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> METRO NASHVILLE-DAVIDSON COUNTY			<b>Edison Vendor ID</b> 4		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA # 97.036</b>  <b>Grantee's fiscal year end June 30th</b>			
<b>Service Caption</b> (one line only) PUBLIC ASSISTANCE GRANT AWARD FOR COST INCURRED DURING FEMA-4550-DR-TN					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2021	129,858.27	779,149.64			909,007.91
<b>TOTAL:</b>	<b>129,858.27</b>	<b>779,149.64</b>			<b>909,007.91</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Public Assistance (PA) program, established by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq. as amended. The PA program provides financial and other forms of assistance to State and local governments and certain Private Nonprofit organizations to support response, recovery, and mitigation efforts following Presidentially declared major disasters and emergencies. This grant expedites economic recovery following major disasters by providing affected grantees a means of recovering portions of the monies expended during and following the major disaster in emergency protection and recovery efforts to public infrastructure. The Grants are not competitive; any eligible entity may receive funding. The grantee will follow the Code of Federal Regulations 44.13.36, applicable Office of Management and Budget circulars, and state and local procurement laws.					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (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 public assistance pursuant to Presidential Disaster Declaration number FEMA-4550-DR-TN for Severe Storms, Straight-line Winds and Flooding during May 3-4, 2020, 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. This Grant will be in accordance with the Project Application Summary (P.2) which identifies all projects, including Scope of Work, as approved by the Federal Emergency Management Agency (FEMA), as a result of the above-named Presidential Disaster Declaration.
- A.3. This Grant incorporates the Project Application Summary (P.2) as a part of the Grant Budget. The Grant Budget, as may be amended, will identify on the Grant LINE-ITEM DETAIL FOR: Professional Fee/ Grant & Award page, the FEMA project number, version number, whether line item project(s) is "Small Project(s)" and/or "Large Project(s)", description and total line project amount. Line item project(s) that indicate(s) a total line item project amount less than one hundred thirty-one thousand, one hundred dollars (\$131,100.00) shall be "Small Project(s)" and line item project(s) that indicate(s) a total line item project amount equal to or greater than one hundred thirty-one thousand, one hundred dollars (\$131,100.00) shall be "Large Project(s)" in accordance with 44 Code of Federal Regulations (CFR) §206.203 and the Federal-State agreement. Each line item "Small Project" exceeding the threshold of one hundred thirty-one thousand, one hundred dollars (\$131,100.00) shall be converted to a "Large Project" and the Grantee shall follow the regulations for a "Large Project". The State will maintain current documentation and inform each Grantee in writing as to whether the Grant represents "Small Project(s)" and/or "Large Project(s)".
- A.4. The grantee must comply with 2 Code of Federal Regulations §200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. §200), and 44 Code of Federal Regulations §206, Subpart G, Public Assistance Project Administration (44 C.F.R. §206).
- A.5. State and FEMA notification and approval must be gained:
  - a. Prior to budget revisions which would result in a need for additional funds;
  - b. Prior to a change in the scope of work, regardless of the budget implications; and
  - c. As soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.6. Grantee will be required to submit Quarterly Progress Reports for each Large Project as defined in A.3. on the 10th of the month following the end of each quarter. For January-March Quarter, report is due April 10th, for April-June, report is due July 10th, for July-September, report is due October

10th, and for October-December, report is due January 10th. These progress reports must be signed by the Applicant Agent – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective for the period beginning on May 3, 2020 ("Effective Date") and ending on May 2, 2024, ("Term"). 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;
  - (1) the relevant federal agency fails or refuses to finalize a grant; or
  - (1) 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 May 3, 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 nine hundred nine thousand seven and 91/100 (\$909,007.91) ("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  
Public Assistance Office  
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-item: 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:

Judy Huff, State Public Assistance Manager  
Tennessee Emergency Management Agency  
3041 Sidco Drive  
Nashville, TN 37204  
[judy.huff@tn.gov](mailto:judy.huff@tn.gov)  
Telephone #: (615) 741-3883  
FAX #: (615) 242-4770

The Grantee:

John Cooper, Mayor  
1 Public Square, Suite 100  
Nashville, TN 37201  
[applicant.agent@nashville.gov](mailto:applicant.agent@nashville.gov)  
Telephone #: (615) 862-6000  
FAX #: N/A

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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.



- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E. 2. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 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 agrees to seek recovery of all funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster. FEMA will treat such amounts as duplicated benefits available to the Grantee in accordance with 42 U.S.C. § 5155 and 44 CFR 206.
- 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. 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.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.8. Clean Air Act and Federal Water Pollution Control Act. The Grantee agrees if the federal award is in excess of \$150,000.00 to comply with the Clean Air Act, (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act, (33 U.S.C §§ 1251-1387) as those sections are amended from time to time during the term. Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency.
- E.9. Procurement of Recovered Materials. The Grantee must comply with CFR 200.322 which has information pertaining to Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The requirement shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the grant contract performance schedule.
  - b. Meeting grant contract performance requirements; or
  - c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- E.10. Use of Department of Homeland Security (DHS) Seal, Logo, and Flags. The Grantee must obtain permission from Department of Military, Tennessee Emergency Management Agency, Public Assistance Office prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- E.11. Program Fraud and False or Fraudulent Statements or Related Acts. Grantees must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- E.12. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year, it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/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 its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

**IN WITNESS WHEREOF,**

**METRO NASHVILLE-DAVIDSON COUNTY:**

---

**GRANTEE SIGNATURE**

**DATE**

**JOHN COOPER, MAYOR**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:**

---

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

**DATE**

**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**

"See Signature Below"

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

  
\_\_\_\_\_  
Kevin Crumbo, Director  
Department of Finance

\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

  
\_\_\_\_\_  
Director of Insurance

4/7/2021  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGALITY:

DocuSigned by:

  
\_\_\_\_\_  
Metropolitan Attorney

4/7/2021  
\_\_\_\_\_  
Date

"See Previous Page"

\_\_\_\_\_  
John Cooper  
Metropolitan Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Reviewed** by Dept. of Military Civil Rights Title VI Officer

## ATTACHMENT 1

Page 1

GRANT BUDGET				
<b>METRO NASHVILLE-DAVIDSON COUNTY:</b> <b>Presidential Disaster Declaration number FEMA-4550-DR-TN for Severe Storms, Straight-line Winds, and Flooding May 3-4, 2020.</b>				
<b>The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:</b>  <b>BEGIN: 05/03/2020</b> <b>END: 05/02/2024</b>				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	909,007.91	129,858.26	1,038,866.17
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 <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>909,007.91</b>	<b>129,858.26</b>	<b>1,038,866.17</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> 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:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
PA-04-TN-4550-PW-00057(0) Small project Category B	99,150.73
PA-04-TN-4550-PW-00060(0) Small project Category B	44,698.34
PA-04-TN-4550-PW-00084(0) Small project Category C	15,170.74
PA-04-TN-4550-PW-00088(0) Large project Category A	801,512.44
PA-04-TN-4550-PW-00093(0) Small project Category G	78,333.92
<b>TOTAL</b>	<b>1,038,866.17</b>



<b>Capture Date: 03/09/2021 15:57</b>				
<b>Federal Emergency Management Agency</b>				
<b>Project Application Grant Report (P.2)</b>				
<b>Disaster: FEMA-4550-DR-TN</b>				
<b>Number of Records: 1</b>				
<b>Applicant ID: 037-52004-00 &amp;nbsp;Bundle # : PA-04-TN-4550-PW-00057(51)</b>		<b>Applicant: NASHVILLE-DAVIDSON</b>		
<b>PW #</b>	<b>Cat</b>	<b>Cost Share</b>	<b>Projected Completion Date</b>	<b>Approved PW Amount (\$)</b>
PA-04-TN-4550-PW-00057(0)	B	N	01-09-2021	99,150.73
<b>Facility Number:</b>	1			
<b>Facility Name:</b>	Damage # 410680; Emergency Protective Measures (Small Cert- EMP-Metro Police Dept. )			
<b>Location:</b>	1 Public Square , 106 Nashville , Tennessee 37219			
	<p>410680 Small Cert- EMP-Metro Police Dept.</p> <p>Work Completed</p> <p>The applicant utilized force account labor for the Emergency Protective Measures to Nashville - Davidson.</p> <p>Nashville - Davidson</p> <p>A. Applicant provided security for impacted areas by Metro Police to protect locations that sustained power outages and did not have fire or emergency protection.</p> <p>B. Applicant placed barricades for safety in impacted areas by Metro Police where power outages occurred and damage to traffic signals. Traffic barricades were enforced (using squad cars) to prohibit the community from accessing areas with significant debris and road obstructions.</p> <p>Work Completed Totals</p> <p>1. Force Account Overtime: 1,649.45 hours =\$99,150.73</p> <p>Work Completed Total: \$99,150.73</p> <p>Project Notes:</p> <p>1. Scope developed based on sub-recipient and cost were cost summaries and certification.</p> <p>2. The applicant attached all APP CERT documentation. Please see documents labeled 4550 157426 PDMG Small Completed Projects Cat B Signed and DR4550(TN) Subrecipient_Certification_for_Small_Projects_Cat_B_Project 157426</p>			
<b>Scope of Work:</b>				
<b>1 PW</b>	<b>PWs (\$)</b>	<b>Subgrantee Admin Exp. (\$)</b>	<b>Total (\$)</b>	
<b>Amount Eligible (\$)</b>	99,150.73	0.00	99,150.73	
<b>Federal Share (\$)</b>	74,363.05	0.00	74,363.05	

<b>Capture Date: 03/09/2021 15:59</b>				
<b>Federal Emergency Management Agency</b>				
<b>Project Application Grant Report (P.2)</b>				
<b>Disaster: FEMA-4550-DR-TN</b>				
<b>Number of Records: 1</b>				
<b>Applicant ID: 037-52004-00 &amp;nbsp;Bundle # : PA-04-TN-4550- PW-00060(69)</b>		<b>Applicant: NASHVILLE-DAVIDSON</b>		
<b>PW #</b>	<b>Cat</b>	<b>Cost Share</b>	<b>Projected Completion Date</b>	<b>Approved PW Amount (\$)</b>
PA-04-TN-4550-PW-00060(0)	B	N	01-09-2021	44,698.34
<b>Facility Number:</b>	1			
<b>Facility Name:</b>	Damage # 399829; Emergency Protective Measures (Various Dept , temporary roof repair. generator and			
<b>Location:</b>	Metropolitan Courthouse, 1 Public Square, Suite 106, Nashville, Tennessee 37219			
<b>Scope of Work:</b>	<p>399829 Various Dept , temporary roof repair. generator and HVAC Work Completed</p> <p>The applicant utilized force account labor, materials, equipment, rented equipment and contract or mutual aid for the Emergency Protective Measures to Nashville-Davidson.</p> <p>Nashville-Davidson</p> <p>A. Applicant provided emergency protective measures by maintain generators by delivering fuel. The Communications Dispatch Center answered phone lines, taking resource calls, and dispatching OEM staff and agencies to poles down, major power outages and road closures.</p> <p>Contracts</p> <ol style="list-style-type: none"> <li>Southeast Electric was utilized to restored Power at GS-Lentz Health Center</li> <li>Nixon Power was utilized to repair a generator at Fire Station #21</li> <li>Lee Company performed temporary repairs to HVAC system and emergency repairs that including power issues, emergency electrical generator startup, fire pump station and electrical breakers due to the power fluctuations and surges</li> <li>Collier Roofing Company temporarily repaired Ruby Elementary School by placing 20' x 50' section of EPDM rubber roof; and placing a temporary roofing system at Edison Elementary School.</li> <li>ACT Security performed emergency repairs at fire pump located at GS-Lentz Health Center</li> </ol> <p>Work Completed Totals</p> <ol style="list-style-type: none"> <li>Force Account Overtime =\$520.74</li> <li>Force Account Materials =\$1,930.81</li> <li>Force Account Equipment =\$768.77</li> <li>Rented Equipment =\$18,934.82</li> <li>Contract =\$22,543.20</li> </ol> <p>Work Completed Total: \$44,698.34</p>			

<b>Capture Date: 03/09/2021 15:59</b>			
<b>Federal Emergency Management Agency</b>			
<b>Project Application Grant Report (P.2)</b>			
<b>Disaster: FEMA-4550-DR-TN</b>			
<b>Number of Records: 1</b>			
<p>Project Notes:</p> <ol style="list-style-type: none"> <li>1. All documents have been validated. Please see document labeled Project 149505 - Nashville - Davidson - Validation Summary Sheet</li> <li>2. Please see document labeled DR4550(TN)_Project #149505_Cat B Force Account Costs.xlsx for a list of generator locations.</li> <li>3. Applicant stated that fuel claiming is not a duplication of generator time. They are not claiming the hours used for the permanent generators located at GSA. Only the labor and equipment hours to deliver the fuel.</li> <li>4. Please see document labeled DR 4550_14905 PDMG Summary for additional information</li> <li>5. GS-Lentz Health Center - located at 2500 Charlotte Ave Nashville, TN 37209-4129. Built after 1980. Activity included safety inspections of electrical panels and gears and assisted with generator issues. ACT Security performed emergency and safety inspections, in addition to shortage repairs within the system.</li> <li>6. Fire Station #21 -0 located at 320 Joyner Ave, 36.116920, -86.747040. generator repaired was located immediate to the station on an existing paved surface.</li> <li>7. For locations where Lee Company performed temporary repairs to HVAC system and emergency repairs including power issues, emergency electrical generator startup, fire pump station and electrical breakers see document "DR4550(TN)_Project #149505 Invoices for Contract Work.PDF "(pgs. 8-17).</li> <li>8. Collier Roofing Company temporarily repaired Ruby Elementary School, constructed in 2005, (5141 John Hagar Rd, Hermitage TN 37076) by placing a (temporary) 20' x 50' section of EPDM rubber roofing.</li> <li>9. Edison Elementary School, constructed in 2004, (6130 Mt. View Rd, Antioch, TN 37013) temporary roof repairs: The roof was pulled back from the edge. The temporary emergency repair involved pulling the existing roof membrane back on the wet insulation. The membrane was Spot glued in place.</li> <li>10. Permanent repairs to Metro Nashville Public Schools is provided in GM Project #149510.</li> <li>11. This project is not a small project self-certification.</li> </ol>			
<b>1 PW</b>	<b>PWs (\$)</b>	<b>Subgrantee Admin Exp. (\$)</b>	<b>Total (\$)</b>
<b>Amount Eligible (\$)</b>	44,698.34	0.00	44,698.34
<b>Federal Share (\$)</b>	33,523.76	0.00	33,523.76

<b>Capture Date: 03/09/2021 16:00</b>				
<b>Federal Emergency Management Agency</b>				
<b>Project Application Grant Report (P.2)</b>				
<b>Disaster: FEMA-4550-DR-TN</b>				
<b>Number of Records: 1</b>				
<b>Applicant ID: 037-52004-00 &amp;nbsp;Bundle # : PA-04-TN-4550- PW-00084(81)</b>		<b>Applicant: NASHVILLE-DAVIDSON</b>		
<b>PW #</b>	<b>Cat</b>	<b>Cost Share</b>	<b>Projected Completion Date</b>	<b>Approved PW Amount (\$)</b>
PA-04-TN-4550-PW-00084(0)	C	N	01-09-2022	15,170.74
<b>Facility Number:</b>	1			
<b>Facility Name:</b>	Damage #399830; Public Work Signals and signs			
<b>Location:</b>	Metropolitan Courthouse, 1 Public Square, Suite 106, Nashville, Tennessee 37209			
<b>Scope of Work:</b>	<p>399830 Traffic Signals and Signs - Applicant Self-Certification</p> <p>Work Completed</p> <p>The Applicant utilized Force Account Labor, Equipment, and Materials for the repairs to traffic signs and signals throughout Nashville-Davidson County to restore this facility back to its pre-disaster design, function, and capacity within the existing footprint.</p> <p>Nashville-Davidson County</p> <p>A. Repaired 188 damaged traffic signals B. Repaired 10 damaged traffic signs C. Installed 4 new traffic signals at the following locations:</p> <p>-5th Avenue N and James Robertson Pkwy., Nashville, TN 37219 o GPS 36.16878, -86.78377</p> <p>-Nolensville Rd and Harding Place, Nashville, TN 37211 o GPS 36.080251, -86.72610</p> <p>-Old Hickory Blvd and Andrew Jackson Pkwy., Hermitage, TN 37076 o GPS 36.184443, -86.61025</p> <p>-6th Avenue N and Union St., Nashville, TN 37219 o GPS 36.164495, -86.78240</p> <p>Work Completed Totals</p> <p>1. Force Account Labor (ST) - 8 Laborers - 233.50 hours - \$7,150.42 2. Force Account Labor (OT) - 4 Laborers - 21.00 hours - \$669.40 3. Force Account Equipment - 5 EA - 124 hours - \$5,917.92 4. Materials - \$1,433.00</p> <p>Work Completed Total: \$15,170.74</p> <p>Project Notes:</p> <p>1. The DDD, Scope and Cost have been developed using Small Project Certification forms. All documentation used to validate this project has been specified in Grants Manager. Please refer to the following documents:</p> <p>- "DR4550(TN)_Project 149507 Signed Small Project Certification.pdf"</p> <p>- "DR4550(TN) 149507 PDMG Small Project Cert Cat C 2.2.21.pdf"</p> <p>2. All procurement documents attached have been reviewed. See documents labeled</p>			

<b>Capture Date: 03/09/2021 16:00</b>			
<b>Federal Emergency Management Agency</b>			
<b>Project Application Grant Report (P.2)</b>			
<b>Disaster: FEMA-4550-DR-TN</b>			
<b>Number of Records: 1</b>			
	<p>“Procurement Manual-FINAL.pdf” &amp; “Procurement-Regulations.pdf”.</p> <p>3. Payroll policy has been provided and reviewed. See documents labeled “CivilServiceRules.pdf” &amp; “Chapter 5-CS rules.docx”.</p> <p>4. Traffic signs and signals were regularly inspected and maintained by the Public Works department and were functional prior to the disaster.</p> <p>5. Traffic sign and signal repairs were made at the following highway locations:</p> <ul style="list-style-type: none"> <li>·Old Hickory Blvd and I-24, Antioch, TN 37013               <ul style="list-style-type: none"> <li>o GPS 36.01525, -86.620172</li> </ul> </li> <li>·Old Hickory Blvd and I-40, Hermitage, TN 37076               <ul style="list-style-type: none"> <li>o GPS 36.169497, -86.600867</li> </ul> </li> <li>·7670 Hwy 70 S / Hwy 70 and Coley Davis, Nashville, TN 37221               <ul style="list-style-type: none"> <li>o GPS 36.07959, -86.95357</li> </ul> </li> </ul>		
<b>1 PW</b>	<b>PWs (\$)</b>	<b>Subgrantee Admin Exp. (\$)</b>	<b>Total (\$)</b>
<b>Amount Eligible (\$)</b>	15,170.74	0.00	15,170.74
<b>Federal Share (\$)</b>	11,378.06	0.00	11,378.06

<b>Capture Date: 03/09/2021 16:01</b>				
<b>Federal Emergency Management Agency</b>				
<b>Project Application Grant Report (P.2)</b>				
<b>Disaster: FEMA-4550-DR-TN</b>				
<b>Number of Records: 1</b>				
<b>Applicant ID: 037-52004-00 &amp;nbsp;Bundle # : PA-04-TN-4550- PW-00088(87)</b>		<b>Applicant: NASHVILLE-DAVIDSON</b>		
<b>PW #</b>	<b>Cat</b>	<b>Cost Share</b>	<b>Projected Completion Date</b>	<b>Approved PW Amount (\$)</b>
PA-04-TN-4550-PW-00088(0)	A	N	01-09-2021	801,512.44
<b>Facility Number:</b>	1			
<b>Facility Name:</b>	Damage #399823; Metro County wide -Various Dept			
<b>Location:</b>	County wide, Public Road			
<b>Scope of Work:</b>	<p>399823 Metro County wide -Various Dept</p> <p>Work Completed The applicant utilized force account labor, equipment and contracts for debris removal operations throughout Metro Nashville-Davidson county wide between 5/3/2020 and 10/21/2020.</p> <p>The cost share for this project is 75% and covers Days 5/3/2020 -10/21/2020. Work Completed between 5.3.2020 - 10.21.2020.</p> <p>The Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement form has been signed and the applicant elected to participate in the following options - Reimbursement of straight time force account labor costs for debris removal</p> <p>No temporary staging area was utilized.</p> <p>Final disposal sites included:</p> <ul style="list-style-type: none"> <li>• Vegetative Debris - Living Earth, 1511 Elm Hill Pike, Nashville TN 37210 (36.143280, -86.719080), mulching debris for reuse, no permit required.</li> <li>• C&amp;D Debris - AAA Transfer 1160 Freightliner Drive, Nashville TN 37210 (36.155800, -86.735350), Permit SWP 19-1220</li> <li>• C&amp;D Debris - Waste Management Southern Services Landfill 4651 Amy Lynn Dr, Nashville, TN 37218 (36.203200, -86.876870), permit DML 19-0032.</li> </ul> <p>(Metro Nashville-Davidson)</p> <p>A. Removed 3,740.12 Ton of Vegetative Debris from roads and public property including Right of Ways.</p> <p>B. Removed 183.71 Ton of Construction and Demolition Debris from roads and public property including Right of Ways.</p> <p>C. Removed 16 damaged trees from public property.</p> <p>Work Completed Totals</p> <ol style="list-style-type: none"> <li>1. Force account labor - 155 Laborers - 3,763.25 hours \$115,681.66</li> <li>2. Force account labor Overtime - 131 Laborers - 5,921.17 hours \$217,437.56</li> <li>3. Force account Equipment - 424 EA - 8,119.00 equipment hours \$337,716.98</li> <li>4. Contract - \$130,676.24</li> </ol> <p>Work Completed Total: \$801,512.44</p> <p>Unit Cost: Work Completed Total Cost (not including Tree Removal contractors cost of \$18,963.50) is \$782,548.94/25,666.09 CY =\$30.49 per CY (See Project Notes 3 and 4.)</p> <p>Project Notes:</p> <ol style="list-style-type: none"> <li>1. All costs associated with this project have been validated, see attachment labeled 149504 - DR4550TN - Cost Validation.xlsx. Validated project cost is \$801,512.44, with a net cost increase of \$20,026.68 from the applicant's claim of \$781,485.76 (actual summation, not rounded as it was on Applicant's spreadsheet), attachment DR4550(TN)_Project #149504_Applicant MASTER SUMMARY of Costs_02.10.2021.xlsx. Although the applicant removed some labor and equipment hours and costs from the project on 2/3/2021, several Excel summation errors that had not included all project hours and cost cells in the Applicant's Force Account Labor and Equipment</li> </ol>			

<b>Capture Date: 03/09/2021 16:01</b>	
<b>Federal Emergency Management Agency</b>	
<b>Project Application Grant Report (P.2)</b>	
<b>Disaster: FEMA-4550-DR-TN</b>	
<b>Number of Records: 1</b>	
	<p>spreadsheets were corrected curing validation. See 149504 - DR4550TN - Cost Validation.xlsx, Summary Tab for details.</p> <p>2. All GPS locations have been checked for accuracy.</p> <p>3. The CY quantities of damaged trees and incidental hanging or fallen limbs that were removed by Premier Building Maintenance, Tanksley Tree Service LLC and Bell and Associates was not quantified by the applicant. The contractors took their vegetative debris to Living Earth mulching facilities as part of their own debris removal work. Therefore, the tree removal contractor costs are not included in the CYs/Tons per unit cost that was calculated from the Applicant's Force Account Labor, Equipment and Dump Fees costs. \$801,512.44 - \$18,963.50 = \$782,548.94.</p> <p>a) The location of the one leaning tree removed by Bell and Associates was included in the applicant's updated Contract Tab within 02.10.2021 Master Summary, see attachment labeled DR4550(TN)_Project #149504_Applicant MASTER SUMMARY of Costs_02.10.2021.xlsx. The Locations of the 10 damaged trees removed by Premier Building Maintenance and the 5 damaged trees by Tanksley Tree Service LLC are depicted with GPS locations on applicant-provided location maps. See attachments labeled Project 149504_DR4550(TN) - Map (Stokes Building 3701 Belmont Blvd GPS of Storm Damaged Tree).pdf, Project 149504_DR4550(TN) - Map (Moss Elementary 4701 Bowfield Dr GPS of Storm Damaged Trees).pdf, Project 149504_DR4550(TN) - Map (Metro Southeast GPS of Storm Damaged Tree).pdf, Project 149504_DR4550(TN) - Map (Hermitage Police Station GPS of Storm Damaged Trees).pdf, Project 149504_DR4550(TN) - Map (Granbery Elementary 5501 Hill Rd GPS of Storm Damaged Trees).pdf and Project 149504_DR4550(TN) - Map (Commons Area GPS of Storm Damaged Trees).pdf.</p> <p>1. Bell and Associates: (1 Tree Total) - Location: 36.177522, -86.638853</p> <p>2. Premier Building Maintenance: (10 Trees total)  S.E. Commons: 3 Trees - Tree #1 36.053297, -86.655369, Tree #2 36.053271, -86.655259, Tree #3 36.053171, -86.655337  Hermitage Police Station, 6 Trees - Tree #1 36.178519, -86.615832, Tree #2 36.178473, -86.615221, Tree #3 36.178630, -86.615336, Tree #4 36.178605, -86.614877, Tree #5 36.178430, -86.614903, Tree #6 36.178030, -86.615635  Metro South East: 1 tree: 36.112202, -86.694131</p> <p>3. Tanksley Tree Service LLC (5 Trees Total)  Granberry Elementary School, 2 trees, 1 limb - Location 1: 36.047803, -86.754541 (Limb on fence), Location 2: 36.047483, -86.754042, Location 3: 36.046754, -86.754042</p> <p>Moss Elementary School: 2 trees - Location 1: 36.066927, -86.670839, Location 2: 36.066839, -86.669969</p> <p>Stokes School Building: 1 tree, multiple broken limbs on other trees, same location - Location 1: 36.108795, -86.802600</p> <p>b) Three tree rootballs were removed at S.E. Commons (same three trees as above S. E. Commons locations) by Premier Building Maintenance by digging out the original tree basket holding the soil and breaking away the soil to remain as natural backfill. Only decorative mulch was imported to the tree sites after new trees were planted. The other 13 damaged trees' stumps were left in place by the contractors. See attachment labeled Project 149504_DR4550 (TN) - General Information (Premier Building Maintenance memo re FEMA Storm Damage).pdf. No replacement tree work or costs is included in the applicant claim.</p> <p>Tree #1: 36.053297, -86.655369  Tree #2: 36.053271, -86.655259  Tree #3: 36.053171, -86.655337</p> <p>4. Force Account Labor and Equipment related debris quantity was determined by the total weight on their load tickets. FEMA Debris Estimating Guide, Appendix F, uses factor of 300 lbs/CY to convert vegetative tons to cubic yards: 3,740.12 Tons X 2,000 lbs / 300 lbs = 24,934.13 CY. For C&amp;D, use 500 lbs/CY, 173.99 Tons X 2,000/500 lbs = 695.96 CYs (AAA Transfer) + 36 CY Waste Management = 731.96 C&amp;D CY. Total CYs 25,666.09.</p>

Capture Date: 03/09/2021 16:01			
Federal Emergency Management Agency			
Project Application Grant Report (P.2)			
Disaster: FEMA-4550-DR-TN			
Number of Records: 1			
		5. The applicant’s labor policy has been reviewed. See attachments labeled Chapter 5-CS rules.docx and CivilServiceRules.pdf.	
		6. The applicant’s procurement policy has been reviewed. See attachments labeled Procurement Manual-FINAL.pdf and Procurement-Regulations.pdf.	
1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	801,512.44	0.00	801,512.44
Federal Share (\$)	601,134.33	0.00	601,134.33



<b>Capture Date: 03/09/2021 16:02</b>				
<b>Federal Emergency Management Agency</b>				
<b>Project Application Grant Report (P.2)</b>				
<b>Disaster: FEMA-4550-DR-TN</b>				
<b>Number of Records: 1</b>				
<b>Applicant ID: 037-52004-00 &amp;nbsp;Bundle # : PA-04-TN-4550- PW-00093(88)</b>		<b>Applicant: NASHVILLE-DAVIDSON</b>		
<b>PW #</b>	<b>Cat</b>	<b>Cost Share</b>	<b>Projected Completion Date</b>	<b>Approved PW Amount (\$)</b>
PA-04-TN-4550-PW-00093(0)	G	N	01-09-2022	78,333.92
<b>Facility Number:</b>	1			
<b>Facility Name:</b>	Damage #399834; Parks and Recreation - Multiple Locations			
<b>Location:</b>	Hadley Park 28th Ave North, Nashville, TN 37208			
<b>Scope of Work:</b>	<p>399834 Parks and Recreation - Multiple Locations Work Completed</p> <p>The applicant utilized contracts for the in-kind repairs to public tennis courts and walkway to restore this facility back to its pre-disaster design, function and capacity within the existing footprint.</p> <p>Hadley Park: 36.167080, -86.823362:</p> <p>A. Repaired and replaced, 1 each of light pole and lights, 35 FT long, light poles and lights.</p> <p>Seven Oaks Park: 36.109404, -86.696417:</p> <p>B. Repaired and replaced, 1 each of light pole and lighting, 35 FT long, light poles and lights.</p> <p>Stones River Greenway: 36.177522, -86.638853:</p> <p>C. Replaced, 600 SF of pedestrian walkway, 60 FT long x 10 FT wide.</p> <p>Work Completed Totals</p> <p>1. Contracts - \$78,333.92</p> <p>Work Completed Total: \$78,333.92</p> <p>Project Notes:</p> <p>1. Scope and Cost were developed based on sub-recipient cost summaries and certification. See documents: DR4550(TN)_Project 149509_Small Certification for Project.pdf and 149509 PDMG Doc and Info Req Small Completed Projects Cat G 2.24.21.pdf</p> <p>2. Coordinates have been checked for accuracy.</p> <p>3. All procurement documents have been provided and reviewed. See attachment: Procurement-Regulations.pdf.</p> <p>4. Payroll policy has been provided and reviewed. See attachment: CivilServiceRules.pdf.</p> <p>5. Applicant will comply with its local, state, federal procurement laws, regulations and procedures.</p> <p>6. If funding from other federal grants is applied to, the subrecipient must report it to the recipient. FEMA will adjust the total funding for the project based on duplicated funding. The amount of FEMA funding will be determined after the adjustment. Alternate Federal funding cannot be used to offset the non-Federal cost share of the work.</p> <p>7. Stones River Greenway- The work was not performed on barges or in the water. Work was</p>			

Capture Date: 03/09/2021 16:02			
Federal Emergency Management Agency			
Project Application Grant Report (P.2)			
Disaster: FEMA-4550-DR-TN			
Number of Records: 1			
	performed gaining access from the boardwalk by building platforms to the concrete abutments and using ladders. Materials replaced included composite decking, pressure treated lumber, hardware for attaching the lumber and decking material, and steel for repairs and replacement of steel support beams.		
1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	78,333.92	0.00	78,333.92
Federal Share (\$)	58,750.44	0.00	58,750.44

**Federal Award Identification Worksheet**

<b>Subrecipient's name (must match registered name in DUNS)</b>	Metro Nashville-Davidson County
<b>Subrecipient's DUNS number</b>	078217668
<b>Federal Award Identification Number (FAIN)</b>	FEMA-4550-DR-TN
<b>Federal Award Date</b>	7/9/2020
<b>CFDA number and name</b>	97.036 - Public Assistance Grants
<b>Grant contract's begin date</b>	5/3/2020
<b>Grant contract's end date</b>	5/2/2024
<b>Amount of federal funds obligated by this grant Contract</b>	\$779,149.64
<b>Total amount of federal funds obligated to the subrecipient</b>	Consolidated data not available
<b>Total amount of the federal award to the pass-through entity (Grantor State Agency)</b>	\$5,365,959.59
<b>Name of federal awarding agency</b>	Federal Emergency Management Agency
<b>Name and contact information for the federal awarding official</b>	Gracia Szczech Regional Administrator FEMA Region IV 3005 Chamblee-Tucker Road Atlanta, Georgia 30341
<b>Is the federal award for research and development?</b>	No
<b>Indirect cost rate for the federal award (See 2 C.F.R. 200.331 for information on type of indirect cost rate)</b>	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](mailto:cpo.auditnotice@tn.gov). ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ 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 30<sup>th</sup>

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

<b>Type of funds expended</b>	<b>Estimated amount of funds expended by end of Grantee's fiscal year</b>
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  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-877, Version: 1**

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A resolution approving a contract between The Metropolitan Government of Nashville and Davidson County and Republic Services, Inc. for the provision and collection of waste and recycling containers in addition to the repair and purchase of waste and recycling bins on an as needed basis.

WHEREAS, pursuant to section 2.01 of the Metropolitan Charter, the Metropolitan Government has the authority to “collect and dispose of garbage and other refuse within the urban services district”; and,

WHEREAS, pursuant to its authority under section 2.01 of the Metropolitan Charter, The Metropolitan Government proposes to contract with Republic Services, Inc. to provide municipal solid waste collection services within the urban services district; and,

WHEREAS, Section 4.12.220 of the Metropolitan Code of Laws calls for Council approval by Resolution of certain contracts “providing for the collection, transportation and/or disposal of solid waste”; and,

WHEREAS, approval of the contract will benefit the citizens of Davidson County by providing an economical and efficient means of collecting municipal solid waste.

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

Section 1. The contract between The Metropolitan Government of Nashville and Davidson County and Republic Services, Inc., attached hereto and incorporated herein, is hereby approved.

Section 2. Any amendments, renewals, or extension of the terms of the contract must be approved by resolution of the Metropolitan Council.

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.

### Analysis

This resolution approves a contract with Republic Services, Inc. for the provision and collection of waste and recycling containers for Metro facilities, as well as the repair and purchase of waste and recycling bins on an as needed basis. Republic was selected to provide this service pursuant to a request for proposals process. Metro previously had a five year contract with Republic for this service that ended in November 2020.

This contract is for another five year term through March 25, 2026, with an estimated contract value of approximately \$20,000,000. Republic will furnish the containers and will collect and sort the waste and recycling from Metro’s composters. The contract requirements include:

- Provide containers, collection, pick-up, transportation, segregation, specific processing, Shipment, and marketing of the refuse and recyclable materials.
- Containers shall be maintained in good condition, without graffiti and with fully

operational and attached lids.

- Bins that are found to be deficient shall be replaced and/or refurbished.
- The contractor shall identify and communicate to Metro means to reduce refuse materials and increase recycling at Metro facilities.
- Optimize current hauling, garbage disposal, and recycling operations and services to reduce overall waste management system costs.
- Develop a detailed tracking, reporting, and billing/invoicing system to support Metro's goal setting and performance tracking.
- Collaborate with Metro's Sustainability division to implement and operate the refuse collection and the Recycling and Waste Diversion Program.
- Contractor shall furnish all labor, material, vehicles, refuse and/or recycling containers (including repair services), and any other items or materials necessary to perform the refuse and/or recycling collection services.

Section 4.12.220 of the Metropolitan Code requires Council approval by Resolution of certain contracts providing for the collection, transportation, and/or disposal of solid waste.

*Fiscal Note: The estimated contract value is twenty million dollars (\$20,000,000) for a period of sixty (60) months.*

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Waste and Recycling Containers, Collection and Services

Contract Summary: CONTRACTOR agrees to provide Waste and Recycling Containers, Collection and Services using the pricing shown in Exhibit A (Pricing).

Contract Number: 6488507 Solicitation Number: 81145 Requisition Number: 4020081

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 370626

Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

**Sexual Harassment Training Required** (per BL2018-1281): Yes

Estimated Start Date: 3/26/2021 Estimated Expiration Date: 3/25/2026 Contract Term: 5 Years

Estimated Contract Life Value: \$20,000,000.00 Fund: 10101 BU: 10103220

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Daniel Drumwright BAO Staff: Jervel Watson

Procuring Department: General Services Department(s) Served: Metro Wide

## Prime Contractor Information

Prime Contracting Firm: Republic Services, Inc ISN#: 259908

Address: 18500 N. Allied Way City: Phoenix State: TN Zip: 85054

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (select/check if applicable)

Prime Company Contact: Lynn Shaffer Email Address: CShaffer@republicservices.com Phone #: 615-568-6633

**Prime Contractor Signatory:** Derrick Wolfe Email Address: DWolfe@republicservices.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

No SBE/SDV participation Amount: 0 Percent, if applicable: 0

*Equal Business Opportunity (EBO) Program:*

Program Not Applicable Amount: 0 Percent, if applicable: 0

*Federal Disadvantaged Business Enterprise:*

No Amount: 0 Percent, if applicable: 0

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Republic Services, Inc</u>	<input type="checkbox"/>	<u>82</u>	<u>\$30,374,296.17</u>	<u>Awarded</u>
<u></u>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>
<u></u>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>



## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Republic Services, Inc (CONTRACTOR)** located at **18500 N. Allied Way, Phoenix, AZ 85054**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with priority),*
- *This document, including exhibits,*
  - *Exhibit A – (Pricing)*
  - *Exhibit B – (Scope of Service)*
- *The solicitation documentation for RFQ# 81145 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

*In the event of conflicting provisions, all documents shall be construed in the order listed above.*

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Waste and Recycling Containers, Collection and Services as defined in the Exhibit B- (Scope of Services).

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### **3. CONTRACT TERM**

#### **3.1. Contract Term**

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

### **4. COMPENSATION**

#### **4.1. Contract Value**

This Contract has an estimated value of \$20,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

#### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

#### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

#### **4.4. Escalation/De-escalation**

This Contract is eligible for annual escalation/de-escalation adjustments. The maximum escalation/de-escalation adjustments request cannot exceed 3.3% annually on pricing for the items shown on Exhibit A and must be in accordance with the Consumer Price Index (<http://www.bls.gov/cpi/>). The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

**4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

**4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to nonconformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

**4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

**5. TERMINATION****5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

**5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

### 5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

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

### 6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### 6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### 6.5. Americans with Disabilities Act (ADA)

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

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

### **7.2. Product Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is producing the goods purchased by METRO).

### **7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

### **7.4. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### **7.6. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes

METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

### **7.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method) OR DEPARTMENT OF  
FINANCE PROCUREMENT DIVISION 730 2ND AVE SOUTH, STE 101 P.O. BOX 196300  
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

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

## **8.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

## **8.3. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

## **8.4. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized

and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

### **8.6. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall



maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

**8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

**8.10. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

**8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR or any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course

of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royaltyfree license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

#### **8.12. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

#### **8.13. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

#### **8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

#### **8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated ' 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated ' 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.18. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.19. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

**8.20. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

#### **8.21. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

#### **8.22. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**

**METRO'S CHIEF ACCOUNTANT**

**DIVISION OF ACCOUNTS**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

#### **8.23. Entire Contract**

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

#### **8.24. Force Majeure**

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

#### **8.25. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

#### **8.26. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

#### **8.27. Severability**

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

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Contract Number 6488507

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300  
PRG@NASHVILLE.GOV**

*(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)*

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Republic Services, Inc.

Attention: Charles Shaffer

Address: 18500 N. Allied Way Phoenix, AZ 85054

Telephone: 615-568-6633

Fax: 615-782-5572

E-mail: cshaffer@republicservices.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Republic Services, Inc.

Attention: Charles Shaffer

Address: 18500 N. Allied Way Phoenix, AZ 85054

E-mail: cshaffer@republicservices.com

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Contract Number 6488507

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Velvet Hunter DA  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:

Michelle D. Hernandez Lane DD  
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto TE RJ  
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BC  
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Republic Services  
Company Name

Derrick Wolfe  
Signature of Company's Contracting Officer

Derrick wolfe  
Officer's Name

GM  
Officer's Title



<b>Exhibit A-(Pricing)</b>		
<b>Provision and Collection of Waste Containers</b>		
<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE (\$)</b>
2 Cubic Yard Compactor	Per Pickup	\$5.78
4 Cubic Yard Compactor	Per Pickup	\$11.56
6 Cubic Yard Compactor	Per Pickup	\$17.34
8 Cubic Yard Compactor	Per Pickup	\$23.12
20 Cubic Yard Compactor	Per Pickup	\$350.00
30 Cubic Yard Compactor	Per Pickup	\$375.00
40 Cubic Yard Compactor	Per Pickup	\$400.00
42 Cubic Yard Compactor	Per Pickup	\$425.00
95/96 Gallon Cart	Per Pickup	\$4.38
<b>Provision and Collection of Recycle Containers</b>		
<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE (\$)</b>
2 Cubic Yard Compactor	Per Pickup	\$5.60
4 Cubic Yard Compactor	Per Pickup	\$11.20
6 Cubic Yard Compactor	Per Pickup	\$16.80
8 Cubic Yard Compactor	Per Pickup	\$22.40
20 Cubic Yard Compactor	Per Pickup	\$150.00
30 Cubic Yard Compactor	Per Pickup	\$150.00
40 Cubic Yard Compactor	Per Pickup	\$150.00
42 Cubic Yard Compactor	Per Pickup	\$150.00
95/96 Gallon Cart	Per Pickup	\$2.19
<b>Repair and Emergency services</b>		
<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE (\$)</b>
On-call Services for Emergency Pickup (within 3 hours of request)	Per Request	\$50.00
Labor hourly rate for any repair to Metro Owned Dumpster	Per Request	\$150.00
Dumpster Relocation Services	Per Request	\$50.00

\* For the repair of Metro Owned Dumpsters, Metro will reimburse the cost of the material only, plus labor rate established above.

**Exhibit B- (Scope of Services)**

The Contractor is responsible for the provision and collection of waste and recycling containers in addition to the repair and purchase of waste and recycle bins on as needed basis. The Contractor will manage waste material to maximize recycling and minimize the amount of material sent to the landfill. Repairs to METRO owned waste and recycle containers will be charged at hourly labor rates, plus any needed additional material replacement needed (Contractor will provide materials and charge METRO for the cost of the material). Contractor shall provide Metro with a purchase quote upon Metro's request. The ordering department will review for approval and issue a Purchase Order if quote is accepted and order needs to be fulfilled.

This contract may be used for the purchase on new waste and recycle bin and to request waste and recycle service using other roll offs and cubic yard containers as needed. Contractor shall provide Metro with a purchase quote upon Metro's request. The ordering department will review for approval and issue a Purchase Order if quote is accepted and order needs to be fulfilled.

**Requirements:**

- Provide containers, collection, pick-up, transportation, segregation, specific processing, shipment and marketing of the refuse and recyclable materials.
- Containers shall be maintained in good condition, without graffiti and with fully operational and attached lids.
- Bins that are found to be deficient by either the contractor or METRO shall be replaced and/or refurbished.
- The contractor shall identify and communicate to METRO means to reduce refuse materials and increase recycling at METRO facilities.
- Optimize current hauling, garbage disposal, and recycling operations and services to reduce overall waste management system costs.
- Develop a detailed tracking, reporting, and billing/invoicing system to support METRO's goal setting, performance tracking, and decision-making ability.
- Collaborate with METRO Sustainability division to implement and operate the refuse collection and the Recycling and Waste Diversion Program. This includes conducting educational training and outreach as necessary, including but not limited to, recycling procedures or waste minimization, recycling center tours, and meetings with Sustainability staff regarding the program.
- Contractor shall furnish all labor, material, vehicles, refuse and/or recycling containers (including repair services), and any other items or materials necessary to perform the refuse and/or recycling collection services described in this document. In general, the services involve loading and transporting refuse from a refuse collection site to a refuse

disposal site and loading and transporting recycling materials from a recycling collection site to a recycling sorting and reclamation site.

- Contractor shall comply with all state, county and local laws regarding refuse disposal and/or recycling.
- Contractor shall have access to the collection sites during normal hours of operation to provide the services required. If a pick-up site is not available due to an obstruction, the route driver will note the time, a description of the obstruction and, if a vehicle, the license number. This information will be relayed by the Contractor's Contract Manager to METRO's contact to correct the problem.
- Contractor's personnel shall make all collections in a quiet, orderly manner and shall utilize such noise-control procedures and equipment as may be reasonably expected. Loose materials that fall from the containers during pickup shall be cleaned by contractor.
- Except for temporary or on-call refuse collection sites, Contractor shall install guides and stops to accurately position the location of units when they are returned to a refuse collection site. The fastenings and anchors used to keep the guides and stops in place shall be designed and installed so they will not be pulled loose or fail after repeated movement.
- The Contractor's Project Manager (PM) is responsible to provide a direct cell phone number. The PM is required to respond to METRO's needs within three (3) hours after receipt of the call if it is an emergency, and within 24 hours for all other requests.
- Contractor must have all required equipment prior to award. METRO may inspect the equipment prior to awarding the contract, as well as during the contract term. Equipment that in METRO's opinion is in poor operating condition will not be allowed for use in the performance of the contract.
- All equipment and vehicles shall be kept and maintained in safe, optimum operation condition without leaking fuel or fluids. All vehicles used in the execution of this contract shall have the company and and/or logo prominently displayed on both sides of the vehicle and be clean, maintained and painted to present a neat, professional appearance.
- Contractor shall provide the containers for refuse and/or recycling collection to METRO and will ensure quality and accuracy of documentation supplied to METRO. The contractor will make corrections for errors such as missed pickups at their expense with no charge to METRO. Dumpsters utilized in this contract shall be leak-resistant, rodent-resistant, lidded, constructed of impervious material and subject to the inspection of METRO. Dumpsters utilized for any service must have metal bodies, wheels, and lids that completely cover the container opening.
- All dumpsters must be maintained to be free of graffiti. If located in the downtown zoning districts, dumpsters shall have features giving them the capability to be locked securely except when depositing or removing waste
- METRO shall maintain and provide Contractor with an updated list of sites for pickup of refuse and recycling.

Where applicable, METRO may request the contractor to weigh waste and recycled goods. Weight data shall include weight in tons by day, monthly summaries and the historical comparison for previous years.

**Deliverables:**

**Deliverable I: Provision and collection of waste containers**

Must be able to provide various size containers, including but not limited to carts, dumpsters, roll-offs, compactors, and roll-offs upon request. Must be able to provide all of the following options at Metro's request:

- Empty container as scheduled (including containers owned by Metro)
- Pickup container/roll-off and leave replacement container/roll-off
- Pickup container/roll-off.
- No co-mingling of collected material is allowed

**Deliverable II: Provision and collection of recycling containers**

Must be able provide various size containers, including but not limited to carts, dumpsters, roll-offs, compactors, and roll-offs upon request. Must be able to provide all of the following options at Metro's request:

- Empty container as scheduled (including containers owned by Metro)
- Pickup container/roll-off and leave replacement container/roll-off
- Pickup container/roll-off.
- No co-mingling of collected material is allowed.
- Disposal Site/Recycling Facility

**Disposal Site**

Contractor shall dispose of all waste and heavy trash collected at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies.

**Recycling Site**

Contractor process and market all Recyclable Materials collected at a Recycling Facility. The Recycling Facility shall be licensed and permitted.

**Performance Standards:**

Contractor (and its drivers, employees and agents) shall adhere to the following performance standards:

- Carts shall be replaced upright within two (2) feet of placement without obstructing traffic or damaging landscaping.

- Dumpsters and Roll-off Compactors shall be replaced upright within eighteen inches (18") of the placement, without obstructing traffic or damaging landscape.
- Collection areas shall be free of litter and debris larger than three (3) inches within a ten-foot radius of the Carts.
- Contractor shall not leave loose material, which during collection may fall in the streets or property of METRO and will collect any loose material that is generated during the collection operations.
- Contractor shall not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
- During transport, all materials shall be contained, covered and enclosed so that spilling, and leakage of materials does not occur.
- Contractor shall be responsible for the cleanup of any spillage or leakage from its vehicles within two (2) hours.
- Contractor shall carry absorbent materials to clean up liquid and hydraulic spills or leaks on all trucks. If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by contractor, its vehicles or employees, the contractor will use all reasonable means available to remove the stain and restore the facility to the satisfaction of METRO.
- Contractor shall be responsible for litter caused by the provision of services in connection with this contract.
- Contractor shall clean up any litter larger than three (3) inches within a ten- foot radius of Collection Areas on at least a weekly basis.
- Contractor shall clean up all litter on at least a weekly basis, or at any time in response to Metro's needs.
- Collection equipment shall be maintained as to prevent odors. Contractor shall routinely clean collection equipment, to maintain a standard of cleanliness.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 7

DATE (MM/DD/YYYY)  
02/23/2021

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).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No.Ext):</b>	<b>FAX (A/C No.Ext):</b>
<b>E-MAIL ADDRESS:</b> certificateteam@ccmsi.com		
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Co.	
	<b>INSURER B:</b> Indemnity Insurance Company of NA	
	<b>INSURER C:</b> ACE Fire Underwriters	
	<b>INSURER D:</b> Illinois Union Insurance Company	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER: 1941772****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Division Number: 4840 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Nashville - Republic Services of Nashville

**CERTIFICATE HOLDER**

PURCHASING AGENT, METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
METRO COURTHOUSE  
NASHVILLE, TN 37201  
United States

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# ADDITIONAL REMARKS SCHEDULE

Page 2 of 7

<b>AGENCY</b>		<b>NAMED INSURED</b>	
<b>POLICY NUMBER</b> See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
<b>CARRIER</b> See First Page	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS****CERTIFICATE NUMBER: 1941772**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional Insured includes: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers, when required by written contract.

Re: RFQ 81145 Waste and Recycling Containers, Collection and Services.

JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

1/19/2021 | 11:48 AM CST

Lynn Shaffer  
Republic Services  
Metro Courthouse Ste. 108  
Nashville, TN 37219

Re: RFQ 81145 Waste and Recycling Containers, Collection and Services

Dear Lynn Shaffer:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ 81145 Waste and Recycling Containers, Collection and Services. This letter hereby notifies you of Metro's intent to award to Republic Services, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Cierra Rowe at 615-862-6136 or at [Cierra.Rowe@nashville.gov](mailto:Cierra.Rowe@nashville.gov).

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer, Daniel Drumwright, by email at [Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov) Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

*Michelle A. Hernandez Lane*

Michelle A. Hernandez Lane  
Purchasing Agent

Cc: Solicitation File, Other Offerors

**Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.**

**A. Right to Protest.** Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

730 Second Avenue South, Suite 112  
P.O. Box 196300  
Nashville, Tennessee 37219-6300

[www.Nashville.gov](http://www.Nashville.gov)  
Phone: 615-862-6180  
Fax: 615-862-6179



Solicitation Title & Number			RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
RFQ 81145 Waste and Recycling Containers, Collection and Services			30	10	40

Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount Proposed	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Republic Services	\$30,374,296.17	0.00	30.00	0.00	30.00

## RFQ # 81145- Waste and Recycling Containers, Collection and Services

<b>Offeror</b>	<b>Republic Services</b>
<b>Cost Criteria (40 Points)</b>	30.00
<b>Qualifications and Management (30 Points)</b>	27.00
<b>Experience and Approach (30 Points)</b>	25.00
<b>Total Evaluation Scores</b>	<b>82.00</b>

### Evaluation Comments

#### Republic Services

**Strengths - Good overall Qualifications and Management, Good overall Experience and Approach, Provided detailed responses on all deliverables, Strong execution plan for completing work; Good Deployment Plan related to maintaining pick-up frequency, Strong Company History and Background, Sustainability Report provided sound plan for executing work related to the project, Resume provided specific detail and experience related to the project**

**Weakness - Failed to provide specific fleet information related to completing the services requested, Failed to provide plan to monitor subcontractor performance, Failed to provide financial information related to the capacity to perform work**

## BAO Small Business Assessment Sheet

**BAO Specialist:** Cierra Rowe

**Contract Specialist:** Daniel Drumwright

**Date:** 12/4/2020

**Department Name:** Water Services

**RFP/ITB Number:** 81145

**Project Name:** Collection Waste and Recycling Containers

Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	SBE Subs approved?	SBE (%)	Comments
Republic Services	\$30,374,296.17	\$0	No	0%	The prime is not an approved SBE did not propose to utilize SBE subcontractors.



Statement of M/WBE Utilization

Proposer's/Firm's Name: Republic Services		Proposer's Phone #: 615-568-6633	
Solicitation Title: Waste and Recycling Containers, Collections, and Service		Proposer's Email Address: cshaffer@republicservices.com	
Solicitation #: RFQ 81145,3		Amount Self-performed : 100	
Proposer's/Firm's Ownership: Non-M/WBE		Total Bid Amount: \$30,374,296.17	
Proposed EBO Goal (%): 6 MBE% 5 WBE%		EBO Goal Met? (Y/N) NO	

The following MWBE\* subcontractor(s)/supplier(s) will be utilized for the performance of this project:

				Certificate	* MBE/WBE	Code #	Description of Work	MBE/WBE	Percent
				Type	Group Type *	UNSPS/NAICS		Dollars (\$)	of Total Contract
MBE/WBE Firm Name				(MBE or WBE)					
1				Select	Select				
2				Select	Select				
3				Select	Select				
4				Select	Select				
5				Select	Select				
6				Select	Select				
7				Select	Select				

I am the duly authorized representative and certify the facts and representations contained in this form and supporting documents are true and correct.

Authorized Representative (Printed Name/Title/Signature)		Date
Lynn Shaffer, Jr. Sales Manager		11/25/2020

\*Note: MWBE is defined as business enterprise maintaining a significant business presence in the Program Area & performing a commercial useful function that is owned by one or more of the following: (1) African Americans (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans, and (5) Women.

For Internal Office Use ONLY	
Has Prime Complied with EBO Goal? NO	If No, Good Faith Efforts Met? YES

BAO Representative: Cierra Rowe Date: 12/04/20

Total MBE Subcontracting	0 %	\$ 0
Total WBE Subcontracting	0 %	\$ 0
Total MBE/WBE Participation:	0 %	\$ 0

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

## SUMMARY SHEET

<b>THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL</b> (Due with Bid Submission if Applicable)			
<b>Project Name:</b> Waste and Recycling Collection, Containers,		<b>Project Number:</b> 81145,3	
<b>Company Name:</b> Republic Services	<b>Date Submitted:</b> 11/03/2020	<b>Total Contract Value:</b> \$30,374,296.17	
<b>Address:</b> 621 Hill Avenue, Nashville, TN 37210		<b>Federal Tax ID#</b> 65-0716904	
<b>Contact Person:</b> Lynn Shaffer, Jr.	<b>Email:</b>	<b>Phone #:</b> 615-568-6633	
<b>GOOD FAITH EFFORTS SUMMARY SHEET</b>			
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>	
1.	<p><b>Solicitation and written notice to available and certified MWBEs:</b> Soliciting specific individual MWBEs whose availability as potential sources of goods or services can be reasonably ascertained. This measure includes sending letters or making other personal contacts with specific certified MWBEs including those that the Bidder has contracted with in the past as well as other MWBEs with which the Bidder may be unfamiliar, but whose identities can be ascertained from a directory of certified MWBEs maintained by the BAO.</p> <p>The written notices contain:</p> <ul style="list-style-type: none"> <li>I. Enough information about the plans, specs, and terms &amp; conditions of the solicitation;</li> <li>II. A contact person knowledgeable of the project documents available to answer questions about the condition of the contract;</li> <li>III. Information regarding the Bidder's bonding requirements;</li> <li>IV. The deadline for submission of price quotations.</li> </ul>	Fail	

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name/Address/Contact Person/Phone/Email	Type of Business	Type of Work/Service(s) Solicited	How Business was contacted (i.e. email, phone, letter, etc.?)	Response to Solicitation (i.e. will submit bid, no response, not interested)	Bid/Quote Amount	Company Selected (Write Yes or NO)
Nashville Fabrication & Engineering, Andy Hobbs	MBE	Repair of containers	Phone/Email	Still working with company	TBD	Select
DevMar Products, LLC. Kerri McNair	WBE	Sanitation products for office/trucks	Phone/Email	Still working with company	TBD	Select

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
2.	<b>Meetings:</b> Attended or held informational meetings to update potential subcontractors or vendors of subcontracting or supply opportunities.	Pass

**List all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name/Address/Contact Person/Phone Number/Email	Description of Meeting Notices for M/W/SDVEs	Date M/W/SDVE Attended, if applicable
Nashville Fabrication & Engineering/2039 HWY 12 S, Ashland City, TN 37015, Andy Hobbs, andy@nashvillefab.com,	Repair/Welding of waste containers	10/29/2020
DevMar Products, LLC.1865 Air Lane	Sanitation supplies for trucks	11/02/2020

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY  
M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS  
SUMMARY SHEET

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<b>Contact Person:</b> Lynn Snatter, Jr.	<b>Email:</b>	<b>Phone #:</b> 615-568-6633
<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
3.	<b>Unbundling.</b> Divided the contract, in accordance with normal industry practice, into small, economically feasible segments that could be performed by MWBEs. Under no circumstances, however, shall a bidder segment work solely for the purpose of utilizing MWBEs as subcontractors where such segmentation is not in accordance with common and accepted industry practices relating to the utilization of other firms as subcontractors.	Pass

What Scope of Project Was Divided?

1. Cleaning/Sanitation of Trucks	2. Repair of Equipment
3. Soap/Sanitizer for Trucks/Office	4.
5.	6.

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

## SUMMARY SHEET

**THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL**  
**(Due with Bid Submission if Applicable)**

<b>Project Name:</b> Waste and Recycling Collection, Containers,		<b>Project Number:</b> 81145,3	
<b>Company Name:</b> Republic Services	<b>Date Submitted:</b> 11/03/2020	<b>Total Contract Value:</b> \$30,374,296.17	
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<b>Contact Person:</b> Lynn Shaffer, Jr.	<b>Email:</b>	<b>Phone #:</b> 615-568-6633	
<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>			
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>	
4.	<b>Rejection:</b> Provided a written explanation for rejection of any potential subcontractor or vendor to the Bidder, including the name of the firm awarded the subcontract or supply agreement.	Pass	

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

M/WBE Firm Name/Address/Contact Person/Phone Number/Email	Description of Proposed Work	Reason for Rejection
Nashville Fabrication & Engineering/2039 HWY 12 S, Ashland City, TN 37015, Andy Hobbs, andy@nashvillefab.com, 615-352-5296	Repair/Welding of waste container	This has not been rejected but no
DevMar Products, LLC. 1865 Air Lane Drive, Nashville, TN 37210 Kerri McNair, 615-232-7040	Sanitation supplies for trucks/offi	This has not been rejected but no
Imperial Cleaning Services 968 Madison Square STE 109 Nashville, TN 37115	Cleaning of Trucks	Rejected due to not response



METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY  
M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS  
SUMMARY SHEET

**THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL**

**(Due with Bid Submission if Applicable)**

<b>Project Name:</b> Waste and Recycling Collection, Containers,		<b>Project Number:</b> 81145,3	
<b>Company Name:</b> Republic Services	<b>Date Submitted:</b> 11/03/2020	<b>Total Contract Value:</b> \$30,374,296.17	
<b>Address:</b> 621 Hill Avenue, Nashville, TN 37210		<b>Federal Tax ID#</b> 65-0716904	
<b>Contact Person:</b> Lynn Snatter, Jr.	<b>Email:</b>	<b>Phone #:</b> 615-568-6633	

**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
5.	<b>Non-discrimination:</b> Providing a non-discriminatory work site. Maintaining a work environment free of harassment, intimidation and coercion at all construction sites, offices and other facilities at which the Bidder's employees are assigned to work. The Bidder shall specifically ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the Bidder's obligation to maintain a non-discriminatory work environment.	Pass

**For each training, list the type of training and date.**

Type of Training	Date of Training
Harassment Prevention Training for Workplace	10/01/2020

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY  
M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS  
SUMMARY SHEET

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Company Name: Republic Services	Date Submitted: 11/03/2020	Total Contract Value: \$30,374,296.17
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GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST		
Number	Bidder Action(s)	BAO Only
6.	Community and Other Organizational Services Support: Advertising in trade publications of general circulation in the Program Area. The advertisement shall identify and describe the specific subcontracting or other opportunity in reasonable detail.	Fail

For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.

Publication Name	Date of Publication	Please provide copy.
We do not advertise in trade publicatio		

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY  
M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS  
SUMMARY SHEET

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Company Name: Republic Services	Date Submitted: 11/03/2020	Total Contract Value: \$30,374,296.17
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GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST		
Number	Bidder Action(s)	BAO Only
7.	Assistance: Bonding/Lines of Credit/Insurance: Providing reasonable assistance to a MWBE in need of equipment, supplies, bonding, letters of credit and/or insurance.	N/A

For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Phone Number/Email	Type of Assistance
No one requested assistance	No one requested assistance

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

## SUMMARY SHEET

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<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
8.	<b>Database Utilization</b> Accessed all reasonable and available means to include, but not limited to the following examples: <a href="https://www.nashville.gov/Finance/Procurement/Business-Assistance-Office/SMWBE-Lists-and-Forms.aspx">https://www.nashville.gov/Finance/Procurement/Business-Assistance-Office/SMWBE-Lists-and-Forms.aspx</a> or <a href="https://nashville.diversitycompliance.com/">https://nashville.diversitycompliance.com/</a>	Pass

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Database Accessed	Date of Access	Results
yes using the nashville.diversitycompliance.com website. The other links did not work.	10/29/20	Found the vendors listed above

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY  
M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS  
SUMMARY SHEET

<b>THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL</b> <b>(Due with Bid Submission if Applicable)</b>		
<b>Project Name:</b> Waste and Recycling Collection, Containers,		<b>Project Number:</b> 81145,3
<b>Company Name:</b> Republic Services	<b>Date Submitted:</b> 11/03/2020	<b>Total Contract Value:</b> \$30,374,296.17
<b>Address:</b> 621 Hill Avenue, Nashville, TN 37210		<b>Federal Tax ID#</b> 65-0716904
<b>Contact Person:</b> Lynn Shaffer, Jr.	<b>Email:</b>	<b>Phone #:</b> 615-568-6633
<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
9.	<b>Mentor Protégé' Relationship/Technical Assistance:</b> Providing reasonable technical assistance to a MWBEs to ameliorate any deficiencies of technical knowledge or advance skill, where such assistance is undertaken by the Bidder to facilitate the MWBE's successful participation on a project or contract.	N/A

For each MBE/WBE firm assisted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.

Company Name	Type of Assistance	If Mentor Protégé' Agreement Reached, Please Provide Copy.

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature: Lynn Shaffer, Jr. Print Name: Lynn Shaffer, Jr. Title: Sales Manager

## **Drumwright, Daniel (Finance - Purchasing)**

---

**From:** Lane, Michelle (Finance - Procurement)  
**Sent:** Tuesday, January 12, 2021 1:10 PM  
**To:** Drumwright, Daniel (Finance - Purchasing)  
**Cc:** Walker, Sandra (Finance - Procurement)  
**Subject:** RE: Single Bidder Award Approval: RFQ 81145 Waste and Recycling Containers, Collection and Services

Award to a single offeror is approved.

Michelle A. Hernandez Lane  
Chief Procurement Officer/Purchasing Agent  
Department of Finance  
Procurement Division  
Metropolitan Nashville Davidson County  
730 2<sup>nd</sup> Avenue South, Ste. 101  
Nashville, TN 37201  
Office- 615.862.5471

---

**From:** Drumwright, Daniel (Finance - Purchasing) <Daniel.Drumwright2@nashville.gov>  
**Sent:** Tuesday, January 12, 2021 12:43 PM  
**To:** Lane, Michelle (Finance - Procurement) <Michelle.Lane@nashville.gov>  
**Cc:** Walker, Sandra (Finance - Procurement) <Sandra.Walker@nashville.gov>  
**Subject:** FW: Single Bidder Award Approval: RFQ 81145 Waste and Recycling Containers, Collection and Services

Michelle,

RFQ # 81145 closed with a single bidder, Republic Services. The department considers the single offer as fair and reasonable and are in agreement to move forward in awarding to Republic Services. This RFP was solicited to registered vendors under the commodity code 76120000. An adequate pool of offerors had an opportunity to submit a response.

Thanks,

### **Daniel Drumwright**

Procurement Officer II  
Department of Finance  
(615)862-6632  
[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)

---

**From:** Walker, Sandra (Finance - Procurement) <[Sandra.Walker@nashville.gov](mailto:Sandra.Walker@nashville.gov)>  
**Sent:** Tuesday, January 12, 2021 10:44 AM  
**To:** Drumwright, Daniel (Finance - Purchasing) <[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)>  
**Subject:** RE: Single Bidder Award Approval: RFQ 81145 Waste and Recycling Containers, Collection and Services

Approved.

---

**From:** Drumwright, Daniel (Finance - Purchasing) <[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)>  
**Sent:** Monday, January 11, 2021 1:10 PM  
**To:** Walker, Sandra (Finance - Procurement) <[Sandra.Walker@nashville.gov](mailto:Sandra.Walker@nashville.gov)>  
**Subject:** FW: Single Bidder Award Approval: RFQ 81145 Waste and Recycling Containers, Collection and Services

Sandra,

Please see the attached and advise.

Michelle,

RFQ # 81145 closed with a single bidder, Republic Services. The department considers the single offer as fair and reasonable and are in agreement to move forward in awarding to Republic Services. This RFP was solicited to registered vendors under the commodity code 76120000. An adequate pool of offerors had an opportunity to submit a response.

Thanks,

**Daniel Drumwright**

Procurement Officer II  
Department of Finance  
(615)862-6632  
[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)

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**From:** Drumwright, Daniel (Finance - Purchasing)  
**Sent:** Thursday, January 7, 2021 4:01 PM  
**To:** Walker, Sandra (Finance - Procurement) <[Sandra.Walker@nashville.gov](mailto:Sandra.Walker@nashville.gov)>  
**Subject:** Intent to Award RFQ 81145 Waste and Recycling Containers, Collection and Services

Sandra,

Please see attached and advise.

Thanks,

**Daniel Drumwright**

Procurement Officer II  
Department of Finance  
[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)  
(615)669-7586


## Certificate Of Completion

Envelope Id: 560875D2A2A648558FEAE0C55A5285C1	Status: Sent
Subject: Metro Contract 6488507 with Republic Services, Inc (General Services)	
Source Envelope:	
Document Pages: 43	Signatures: 11
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	
	Envelope Originator:
	Procurement Resource Group
	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

## Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
3/18/2021 9:37:19 AM	prg@nashville.gov	

## Signer Events

Signer Events	Signature	Timestamp
Daniel Drumwright		Sent: 3/23/2021 8:15:05 AM
Daniel.drumwright2@nashville.gov		Viewed: 3/23/2021 9:34:19 AM
Security Level: Email, Account Authentication (None)		Signed: 3/23/2021 9:35:23 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/23/2021 9:34:19 AM  
 ID: ee161c93-89fc-4b71-8499-a9f41383b370

Sandra Walker		Sent: 3/23/2021 9:35:32 AM
sandra.walker@nashville.gov		Viewed: 3/23/2021 10:39:54 AM
Security Level: Email, Account Authentication (None)		Signed: 3/23/2021 10:40:04 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/23/2021 10:39:54 AM  
 ID: 0954d296-2177-4586-8022-3f3b95ec884e

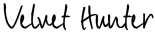



Dianna Atwood		Sent: 3/23/2021 10:40:09 AM
Dianna.Atwood@nashville.gov		Viewed: 3/23/2021 10:43:01 AM
Security Level: Email, Account Authentication (None)		Signed: 3/23/2021 11:10:06 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.52	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/23/2021 10:43:01 AM  
 ID: a0622d3f-1ca3-4717-a02f-e3c22b4ce8f5

Rachel Jones		Sent: 3/23/2021 11:10:12 AM
rachel.jones@nashville.gov		Viewed: 3/23/2021 11:42:30 AM
Security Level: Email, Account Authentication (None)		Signed: 3/24/2021 5:52:49 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/23/2021 11:42:30 AM  
 ID: e3c1ba1e-6584-4b7a-be07-acde3784d896



Signer Events	Signature	Timestamp
Derrick Wolfe DWolfe@republicservices.com GM Republic Services Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 204.13.219.5	Sent: 3/24/2021 5:52:54 AM Viewed: 3/24/2021 3:24:47 PM Signed: 3/25/2021 9:24:01 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/24/2021 3:24:47 PM ID: 2655dd46-36af-49bc-a796-d92a75fd4f10		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/25/2021 9:24:07 AM Viewed: 3/29/2021 10:55:45 AM Signed: 3/29/2021 10:56:04 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Velvet Hunter Velvet.Hunter@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2021 10:56:11 AM Viewed: 3/29/2021 2:49:11 PM Signed: 3/29/2021 3:06:51 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2021 2:49:11 PM ID: 16616dc3-4429-4476-84e3-5c0f056761ff		
Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2021 3:06:56 PM Viewed: 3/29/2021 3:10:04 PM Signed: 3/29/2021 3:13:51 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2021 3:10:04 PM ID: d299ed1b-3367-4e75-810f-550017db5e88		
Kevin Cumbo/tlo taliamaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2021 3:13:56 PM Viewed: 3/29/2021 3:40:38 PM Signed: 3/29/2021 3:40:55 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2021 3:40:38 PM ID: 2df2f3fd-5442-47da-88c4-c25075572ce6		
Kevin Cumbo/tlo taliamaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2021 3:41:00 PM Viewed: 3/29/2021 4:05:14 PM Signed: 3/29/2021 4:05:28 PM
<b>Electronic Record and Signature Disclosure:</b>		

Signer Events	Signature	Timestamp
Accepted: 3/29/2021 4:05:14 PM ID: de6c267a-e311-4562-b406-2013610a944a		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	<i>BC</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2021 4:05:33 PM Viewed: 3/29/2021 9:03:00 PM Signed: 3/29/2021 9:03:14 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2021 9:03:00 PM ID: 101bcd3-347d-4f00-82d0-72fb89df56ad		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	<i>Macy Amos</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2021 9:03:20 PM Viewed: 3/30/2021 8:36:52 AM Signed: 3/30/2021 8:37:39 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/30/2021 8:36:52 AM ID: 2a2177f9-c763-4eaf-938c-e8d86f6f03fc		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 3/30/2021 8:37:49 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/30/2021 8:37:45 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2021 7:48:19 AM ID: d4d71ace-a4df-4dce-b07e-3833b940095f		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/30/2021 8:37:48 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/30/2021 8:36:52 AM ID: 2a2177f9-c763-4eaf-938c-e8d86f6f03fc		

Carbon Copy Events	Status	Timestamp
Jerval Watson Jerval.Watson@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2021 3:12:50 PM ID: 039b0660-1cee-4efb-960b-061064031caf		
Ava Elsaghir ava.elsaghir@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/24/2021 9:27:25 AM ID: 1d8d8e23-6291-4a04-91ad-ef68c5362dbb		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2021 4:20:10 PM ID: 1dd7f547-c012-4c80-a703-43849d46830f		
Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/10/2021 1:34:51 PM ID: c09f14f8-7ace-4d57-bf90-e74bb9d8275b		
Rick Taylor rick.taylor@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2021 8:15:05 AM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-878, Version: 1**

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A resolution accepting a grant from the National Association of County and City Health Officials (NACCHO) to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to participate in the Sexually Transmitted Infections Express Cost Evaluation Project to estimate the cost effectiveness of express services compared to non-express services.

WHEREAS, the National Association of County and City Health Officials have awarded a grant in an amount not to exceed \$10,000.00 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to participate in the Sexually Transmitted Infections Express Cost Evaluation Project to estimate the cost effectiveness of express services compared to non-express services; and,

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

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

Section 1. That the grant by and between the National Association of County and City Health Officials (NACCHO) in an amount not to exceed \$10,000.00, to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to participate in the Sexually Transmitted Infections Express Cost Evaluation Project to estimate the cost effectiveness of express services compared to non-express services, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

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

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

### Analysis

This resolution approves a federal pass-through grant in the amount of \$10,000 from the National Association of County and City Health Officials (NACCHO) to the Metro Health Department to implement a pilot STD/HIV Clinic Fast Track Study seeking to revise and improve the registration process and appointment-based system. There is no local match required for this grant. The term of the grant is through June 30, 2021.

## GRANT SUMMARY SHEET

<b>Grant</b>	STD Fast Track Clinic 21-21
<b>Department:</b>	HEALTH DEPARTMENT
<b>Grantor:</b>	Center for Disease Control (CDC)
<b>Pass-Through Grantor</b>	NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
<b>Total Award this</b>	\$10,000.00
<b>Cash Match</b>	\$0.00
<b>Department</b>	Brad Thompson 340-0407
<b>Status</b>	CONTINUATION

**Program Description:**

A grant from NACCHO to be a part of a data collaborative to implement a clinic based process improvement pilot study. The proposal, MPH D's STD/HIV Clinic Fast Track Study will seek to revise and improve the registration process and appointment-based system to create a system that is satisfactory and efficient for our clients and staff.

**Plan for continuation of services upon**

This is an implementation grant. If successful, it is possible to receive further grant funding.

## Grants Tracking Form

## Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
HEALTH DEPARTMENT	038	Brad Thompson			340-0407		
Grant Name:	STD Fast Track Clinic 21-21						
Grantor:	Center for Disease Control (CDC)			Other:			
Grant Period From:	02/15/21	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/21	(applications only) Application Deadline:					
Funding Type:	FED PASS THRU	Multi-Department Grant <input checked="" type="checkbox"/>		If yes, list below.			
Pass-Thru:	NATIONAL ASSOCIATION OF COUNTY /	Outside Consultant Project: <input type="checkbox"/>		MNPS			
Award Type:	COMPETITIVE	Total Award:		\$10,000.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	93.421	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically?			<input checked="" type="checkbox"/>			
A grant from NACCHO to be a part of a data collaborative to implement a clinic based process improvement pilot study. The proposal, MPHD's STD/HIV Clinic Fast Track Study will seek to revise and improve the registration process and appointment-based system to create a system that is satisfactory and efficient for our clients and staff.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
This is an implementation grant. If successful, it is possible to receive further grant funding.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?			Fund	Business Unit			
Is not budgeted?			Proposed Source of Match:				
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:	0.00	Actual number of positions added:		0.00			
Departmental Indirect Cost Rate	23.73%	Indirect Cost of Grant to Metro:		\$2,373.00			
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.	0.00%	Ind. Cost Requested from Grantor:	\$0.00	in budget		
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?	<input type="checkbox"/>						
Metro or Community-based Partners:							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21			\$10,000.00			\$0.00	\$10,000.00	\$2,373.00	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$0.00	\$10,000.00	\$0.00		\$0.00	\$10,000.00	\$2,373.00	\$0.00
Date Awarded:		03/12/21		Tot. Awarded:	\$10,000.00	Contract#:	2021-020504			
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5204

GCP Rec'd  
03/17/21

GCP Approved  
03/17/21

VW

**NACCHO CONTRACT # 2021-020504****CONTRACTOR AGREEMENT**

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and **Metropolitan Government of Nashville and Davidson County dba Metro Public Health Department** (hereinafter referred to as "Contractor"), with its principal place of business at 700 2nd Avenue South, Suite 205 Nashville, TN 37210.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

**ARTICLE I: SPECIAL PROVISIONS**

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT #5NU38OT000306-03-00, CFDA #93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on February 15<sup>th</sup>, 2021 and shall continue in effect until June 30<sup>th</sup>, 2021, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties, provided the term shall not exceed one year.
3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$10,000.00. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. One invoice must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$10,000.00	Data collection site visit completed	June 30, 2021

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall

Contract # 2021-020504

Page 2

be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 24 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

## ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: Notwithstanding the foregoing sentence, Contractor's liability shall be provided by Tennessee law. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between



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NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written,

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regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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20. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F , Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
21. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
22. PROSTITUTION AND SEX TRAFFICKING: Consistent with Section 7631(e) of the U.S. Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003, 22 USC 7601 et seq. ("the Leadership Act"). By accepting this award Contractor agrees that it is opposed to practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men and children. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when proven effective, microbicides.
23. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
24. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

## FOR NACCHO:

National Association of County and City  
Health Officials  
Attn: Julia Zigman  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Tel. (202) 507-4268  
Fax (202) 783-1583  
Email: [jzigman@naccho.org](mailto:jzigman@naccho.org)

## With a copy to:

National Association of County and City  
Health Officials  
Attn: Ade Hutapea, LL.M., CFCM  
Lead Contracts Administrator  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Tel. (202) 507-4272  
Fax (202) 783-1583  
Email: [ahutapea@naccho.org](mailto:ahutapea@naccho.org)

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**FOR CONTRACTOR:**

Metropolitan Government of Nashville and  
Davidson County dba Metro Public Health  
Department  
Attn.: Joanna Shaw-KaiKai  
Associate Medical Director  
2500 Charlotte Avenue  
Nashville, TN 37209  
Tel. (615) 340-8654  
Email: [joanna.shaw-kaikai@nashville.gov](mailto:joanna.shaw-kaikai@nashville.gov)

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

**NACCHO:**

By: *Jerome Chester*  
Jerome Chester (Apr 5, 2021 15:51 EDT)

Name: Jerome Chester

Title: Chief Financial Officer

Date: Apr 5, 2021

**CONTRACTOR:**

By: *Tina Lester*  
DocuSigned by:  
5EE94599A8D6403...

Name: Tina Lester

Title: Interim Administrative Director

Date: 4/6/2021

Federal Tax ID No.: 62-0694743

DUNS No.: 078217668

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*

5EE94599A8D6483...

Interim Administrative Director  
Metro Public Health Department

4/6/2021

Date

DocuSigned by:

*[Signature]*

7F973F49A06A4DF...

Chair, Board of Health

4/6/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

*Kevin Crumbo/He*

Director, Department of Finance

4/8/2021

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

*Balogun Cobb*

Director of Risk Management Services

4/8/2021

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

*Niki Eke*

Metropolitan Attorney

4/8/2021

Date

FILED:

Metropolitan Clerk

Date

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**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS****CONTRACTOR AGREEMENT – ATTACHMENT I****SCOPE OF WORK****Scope of Work– Metro Public Health Department**Project: *STI Express Cost Evaluation Project*

Contract Amount and Type: \$10,000 (Purchase of Goods and Services)

Contract Period: February 2, 2021 – June 30, 2021

**Project Background**

Metro Public Health Department will participate in the STI Express Cost Evaluation Project, through which STI clinics will be convened to estimate the cost effectiveness of express services compared to non-express services. Metro Public Health Department, along with other participating sites, will report site-level data related to the administration of non-express services and share with NACCHO and CDC for analysis, and discuss implications of the analyzed data.

NACCHO, CDC, and participating clinics will contribute to the following anticipated outcomes of the Cost Evaluation Project:

- Analyzed program cost and financial data that will improve the ability to characterize the cost effectiveness of express approaches, the impact of STI funding on STIs and HIV, understand cost drivers, and discover efficiencies in the provision of the services.
- Manuscript for a peer-reviewed publication and supporting resources.

**Scope of Work**

In support of the *STI Express Cost Evaluation* project, Metro Public Health Department will complete the following activities by June 30, 2021:

- Work with NACCHO to plan a 1-2-day virtual site visit for NACCHO and CDC staff;
- Collect and report data necessary to evaluate the cost of express vs non-express services;
- Review summary analysis developed by CDC; and
- Contribute to manuscript development with NACCHO, CDC, and other participants.

**Reimbursement**

Metro Public Health Department will submit one invoice according to the following schedule with the following deliverables:

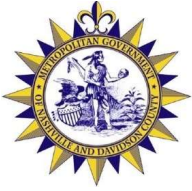
Invoice No.	Amount	Deliverable	Due Date
Invoice I	\$10,000	Data collection site visit completed	June 30, 2021

**Reporting**

Metro Public Health Department will participate in virtual meetings and phone calls on an as-needed basis.

**LINE-ITEM BUDGET**  
*NAME OF ORGANIZATION*  
*TITLE OF PROJECT*

Line Items	Requested Amount through July 31, 2021 Phase I	Cost Justification
<b>Direct Labor (Name &amp; Position description)</b>		
<b>Personnel Subtotal</b>	\$ -	
<b>Fringe Benefits (X%)</b>		
<b>Subtotal Direct Labor &amp; Fringe</b>	\$ -	
<b>Contracts (Subaward and/or Contractor)</b>	\$ 10,000.00	temporary employee
<b>Subtotal of Contracts (Subaward and/or Contractor)</b>	\$ -	
<b>Materials/ Supplies</b>		
<b>Subtotal of Materials/ Supplies</b>	\$ -	
<b>Travel</b>		
<b>Subtotal of Travel</b>	\$ -	
<b>Other expenses</b>		
<b>Subtotal of Other Expenses</b>	\$ -	
<b>Subtotal of Other Direct Expenses</b>	\$ -	
<b>Subtotals of Direct costs</b>	\$ -	
<b>Indirect ( ____%)</b>		
<b>Grand Total</b>	<b>\$ 10,000.00</b>	



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-879, **Version:** 1

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A resolution approving an intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department (hereinafter "MNPd"), and the Tennessee Valley Authority (hereinafter "TVA") for extra-duty police services.

WHEREAS, the TVA has identified a need for security and traffic control services near Exit 87 on Interstate 65; and,

WHEREAS, MNPd is able to provide extra-duty police services that would aid the TVA to address this need; and,

WHEREAS, the TVA and The Metropolitan Government of Nashville and Davidson County, acting by and through the MNPd, desire to enter into an intergovernmental agreement and amendments to provide this service; 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 by and between the TVA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to provide extra-duty police services, 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 Tennessee Valley Authority (TVA) and the Metropolitan Nashville Police Department for the use of off-duty police officers. Specifically, the agreement provides that the extra-duty officers will provide police presence and traffic control for a TVA project near Exit 87 on Interstate 65. All officers will be assigned exclusively through the Metro Police secondary employment unit and will be compensated at the standard extra-duty hourly rates. The term of the agreement expires on June 30, 2022.

State law allows Metro to enter into intergovernmental agreements with other government entities with approval of the Council by resolution.

*Fiscal Note: The agreement attached to the resolution is the standard form contract for secondary employment of police officers. The rates are designed to cover the additional costs to Metro, making the contract cost-neutral overall.*



**METROPOLITAN NASHVILLE  
POLICE DEPARTMENT  
NASHVILLE, TENNESSEE**

**SECONDARY EMPLOYMENT UNIT  
SEU CONTRACT JUSTIFICATION**



*A-42607*

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**BUSINESS NAME  
AND TYPE**

Tennessee Valley Authority

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**PHYSICAL  
LOCATION OF  
ASSIGNMENT**

Near exit 87 on I-65

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**ASSIGNMENT  
JUSTIFICATION**

Security/Traffic Control

---

**APPROVING SEU  
SUPERVISOR**

*Sgt. [Signature]* *Sgt. Person* *2/1/21*

Please return one copy of this contract returned to the SEU office. We are located at 600 Murfreesboro, Nashville TN 37210 (Call the office for a map if necessary).

This contract must be signed and notarized. **The contract must have an original signature and notarization, it may not be faxed. Please return the contract in person or mail it to us.**

If you would like a contract emailed back to you for YOUR records, please notify us and we will forward a signed copy to you.

Please ensure that the contract is legible and does not contain any section that cannot be read. If it is not legible, please contact the SEU office.

If you have any questions about the contract itself or the services to be provided, please contact the office at 615-880-3278. **Our afterhours cell phone 615-485-6737**

Thank you,

Secondary Employment Unit

CONTRACT BETWEEN  
THE METROPOLITAN GOVERNMENT AND

Tennessee Valley Authority

FOR EXTRA DUTY POLICE SERVICES

This contract is entered into on this **1<sup>st</sup> day of March, 2021**, by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metro"), a municipal corporation of the State of Tennessee, acting by and through the Chief of Police of the Metropolitan Nashville Police Department (hereinafter "MNPDP"), and Tennessee Valley Authority (hereinafter "Contractor"). The authority of MNPDP shall be exercised by the Chief of Police and/or his/her designee.

1. **Authority.** This contract is executed pursuant to the Metropolitan Code of Laws, Section 2.44.210, which authorizes the Chief of Police or his/her designee to contract with private entities to assign extra-duty police officers who have volunteered to work additional duty in an on-duty status to provide security services at certain events or activities, and to equip these extra-duty police officers with police vehicles during such events or activities if, in the opinion of the Chief of Police, or his/her designee, the use of the police vehicles would better protect the public or the officers, and police vehicles are available for such use.
2. **Event/Activity/Termination Date.** MNPDP shall assign police officer(s) and police vehicle(s), as requested, available, and as deemed appropriate by MNPDP, to provide security services at the activity or event and at the dates and times listed below [if more space is needed, attach additional sheet and print "See attached" in space below]:

Event or Activity (name & brief description): Contract Renewal

Date(s) and Time(s):

All requests for services at additional dates and/or times must be submitted to MPD's Secondary Employment Unit.

This contract shall terminate at the end of the **30th day of June, 2022**.

3. **Designated Contact Information:** Inquiries by Contractor shall be directed to MNPDP's Secondary Employment Unit – office telephone: 615-880-3278 or 3279. Emergency calls may be made to the SEU mobile telephone at (615) 485-6737.
4. **Supervision of Officers.** While Contractor may generally plan the work to be done under this contract, it shall not impose itself within MNPDP's chain of command. Officers shall be under the direction of MNPDP and shall comply with all orders, rules, and regulations of MNPDP and Metro's Civil Service Commission while assigned to work under this contract. No provision of this contract shall be interpreted as conflicting with the customary policies and procedures of MNPDP with regard to supervision, chain of command, or other authorities. Officers will only engage in police related duties.
5. **Place of Performance.** Services under this contract will be provided **only** within Davidson County, within the jurisdiction of the Metropolitan Government.
6. **Availability--Officers/Vehicles.**
  - a) This contract does not guarantee the availability of officers, whose participation is on a volunteer basis and in accordance with MNPDP policies, or of vehicles or other equipment, but rather specifies the terms and conditions of the assignment of officers and vehicles under this contract. The Chief of Police and his/her designee have the discretion to determine the number of police officers, the type of supervision, the number of police

vehicles, and any other equipment that will be provided. MNPd shall notify Contractor as soon as is practicable in the event that 1) fewer police officers and/or vehicles and/or other equipment than requested are available for assignment or 2) the Chief of Police or his/her designee determines that for reasons of safety and security additional officers or vehicles or other equipment shall be assigned to an event or activity (at Contractor's expense). "Other equipment" means equipment other than that ordinarily used by a patrol officer, and when a vehicle is assigned, "other equipment" includes equipment other than that ordinarily carried in/on the assigned vehicle.

- b) MNPd's Secondary Employment Unit shall schedule and authorize in advance all hours worked under this contract. Contractor is expressly prohibited from scheduling officers to work additional shifts under this contract. This does not prevent Contractor from requesting an officer to work up to four (4) hours past the end of a shift that was scheduled by the Office of Secondary Employment; however, any additional hours at the end of a scheduled shift that will or may exceed four (4) must be approved by the Secondary Employment Unit, in advance.
- c) In the event of an emergency of sufficient severity or magnitude, as determined by the Chief or his/her designee, the Chief of Police or designee reserves the right to return to regular service any officers and/or equipment provided under this contract, and no claim for damages may be made for same. If replacements are not available, Contractor will only be charged for the services and/or equipment actually provided -- the four-hour minimum will not apply.

7. **Compensation--Services.** In consideration for the services provided under this contract, Contractor shall pay Metro at the rate(s) in effect on the day that service is provided. Services will not be provided without pre-payment or prior arrangements otherwise. All payments shall be made in advance of the provision of security services except as specifically authorized by MNPd. Rates are subject to change and charges will be based upon the rates in effect at the time services are provided. All hours worked by officers under this contract will be billed according to the rates specified in Attachment "A" or the most recent Rate Attachment. In the event that a revised Rate Attachment is issued, the Contractor will be notified in writing (via US Mail) and given a 30-day notice prior to the implementation of any rates other than those indicated on the original contract (Attachment "A"). In the event the contractor cancels a scheduled shift, with less than eight (8) hours prior notice, the contractor will be billed the four-hour minimum charge. The charge for the vehicle(s) may occur. Cancellations for weather related reasons (i.e.: heavy rain, snow, etc.) shall require a four (4) hour notice. A comparable charge for the vehicle(s) shall be imposed where appropriate. Determination of a cancellation being weather-related or not shall be left to the discretion of the Secondary Employment Unit. Contractors not giving at least a four-hour (4) notice for weather related cancellations will be billed a four-hour minimum. In the event the contractor cancels a scheduled shift with less than four (4) hours prior notice for a weather related reason, the contractor will be billed a four-hour charge for the vehicle if the cancelled shift included a vehicle. Hours worked on actual holidays recognized by the Metro Government are billed at Holiday rates. (See Attachment "A" for these rates).

Calls by the Contractor to the Secondary Employment Unit after normal business hours for the purpose of scheduling additional hours, canceling hours already scheduled, or other administrative duties, will be billed to the contractor pursuant to the Rate Attachment (at the lowest sworn hourly rate if the employee is a civilian) and at a rate of 30 minutes per call minimum or the length of time it takes to handle the situation, whichever is greater. It shall be the responsibility of the Contractor to contact the Secondary Employment Unit when officers do not report to assignments as scheduled.

Metro reserves the right to assign officers to provide services under this contract whose actual rank differs from the requested rank. Compensation for such officers shall be at the rate for the rank position being filled by that officer under this contract, regardless of the actual rank of the officer.

Other Equipment Fees (specify equipment and fee schedule, including any minimum charge): N/A.

**TOTAL FEES DUE before services will be provided: As invoiced.**

In the event that services provided exceed the amount indicated above, Contractor shall pay to Metro any additional fees incurred by Contractor under this contract immediately upon receipt of an invoice for additional services from the SEU.

8. **Compensation--Civil Court Appearances.** Services provided under this contract shall include appearances by officers to provide testimony on behalf of Contractor during civil proceedings arising out of incidents occurring while an officer(s) was assigned to provide services for Contractor under this contract. Contractor is responsible for the officer's time in civil cases where the officer's testimony is not related to his/her law enforcement authority; this includes, but is not limited to, cases where the officer witnessed a slip and fall incident at Contractor's location, and cases where the officer is needed to testify in a workers compensation matter. In the event of any such appearance(s), Contractor shall notify MPD as soon as possible, in advance, of the officer(s) name(s) and the date(s) and time(s) of said appearance(s). Contractor shall reimburse Metro for such appearances at the hourly rate provided in this contract, with a minimum of two (2) hours per officer per day.
9. **Form of Payment.** All payments shall be by check, cashier's check, or money order, made payable to The Metropolitan Government of Nashville and Davidson County. MPD reserves the right to require payment by cashier's check or money order. Payments shall be delivered to the Metro Police Department Secondary Employment Unit, 600 Murfreesboro Pike, P.O. Box 196399 Nashville, TN 37219-6399 Contractor shall not make payments to officers. **If your check is returned for non-sufficient funds, you (Contractor) expressly authorize your account to be electronically debited or bank drafted for the amount of the check, plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.**
10. **Interest on Past Due Accounts.** In the event there remains any unpaid balance on any account established under this Contract, an invoice will be issued. **Contractor shall pay interest at a rate of 5% per annum on all balances due if the invoice is not paid in full within 30 days of the billing date on the invoice.** The Secondary Employment Unit reserves the right to Stop Service on accounts with balances thirty (30) days outstanding.
11. **Termination.** Metro or Contractor may terminate this contract at any time upon fourteen (14) days written notice to the other party. Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract, or if it should violate any of the terms of this contract, Metro shall have the right to immediately terminate the contract. Metro shall also have the right to immediately terminate this contract if Contractor, or any person or entity being provided with services pursuant to this contract, engages in any illegal activity. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor. This contract shall supersede all previously dated contracts.
12. **Compliance with laws.** The parties agree to comply with any applicable federal, state, and local laws and regulations.

13. **Notices.**

<b><u>Notices to Metro shall be sent to:</u></b>	<b><u>Notices to Contractor shall be sent to:</u></b>
<i>Secondary Employment Unit Metropolitan Nashville Police Department 600 Murfreesboro Pike P.O. Box 196399 Nashville, TN 37219-6399</i>	<b>Company:</b> Tennessee Valley Authority <b>Address:</b> 175 Oakfield Road <b>City:</b> Oakfield <b>State:</b> Tennessee <b>Zip:</b> 38362

14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Gratuities and Kickbacks/Contingent Fees.** Contractor hereby represents that Contractor has not been retained to, or retained any persons to, solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, and that Contractor has not offered, given, or agreed to give any Metro employee or former employee a gratuity or an offer of employment in connection, in any manner, with this contract.
18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless Metro, its officers, agents, and employees, from any claims, damages, costs, and attorney fees, for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees, and/or agents, including its sub or independent contractors (other than Metro), in connection with the performance of the contract.
19. **Attorney Fees.** In the case of failure of Contractor to perform any of the terms and conditions of this contract, Contractor agrees to pay to Metro the costs and expenses of enforcing this contract, including a reasonable sum for attorney fees, whether suit be brought or not.
20. **Assignment--Consent Required.** Neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

21. **Entire Contract/Modification.** 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. This contract may be modified only by written amendment executed by all parties and their signatories hereto.
22. **Governing Law & Venue.** This contract shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this contract shall be maintained in a court located in Davidson County, Tennessee.
23. **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.
24. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of Metro and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON

COUNTY:

BY:

John Drake  
John Drake, Chief of Police

APPROVED AS TO AVAILABILITY OF  
FUNDS:

Karen Crambo  
Director of Finance

APPROVED AS TO RISK AND  
INSURANCE:

Balogun Cobb  
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey  
Metropolitan Attorney Date 3/22/2021

FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

Elizabeth Waites, Metropolitan Clerk  
Date Filed: \_\_\_\_\_

CONTRACTOR: Tennessee Valley Authority

By:

Jason Smith  
(signature)

Jason H. Smith  
(print)

Construction Foreman  
(title)

Sworn to and subscribed to before me, a

Notary Public, this \_\_\_\_\_ day of

\_\_\_\_\_, 2021, by

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# Rates effective 9/1/17 to 6/30/22

## ATTACHMENT “A”

### ATTACHMENT TO THE

#### Contract for Extra-Duty Police Services (FY21)

Contractors utilizing the extra-duty services of Metro police officers shall reimburse the Metropolitan Government of Nashville and Davidson County in accordance with the following hourly rates:

	HOURLY RATES FOR NON-METRO CONTRACTORS	
RANK	OVERTIME FLAT RATE	HOLIDAY FLAT RATE
Police Officer	\$46.50	\$50.50
Sergeant	\$56.50	\$62.50
Lieutenant	\$62.50	\$68.50
Captain	\$71.50	\$79.50

	VEHICLE RATES FOR NON-METRO CONTRACTORS	
Type:	OVERTIME FLAT RATE	HOLIDAY FLAT RATE
Marked Car	\$4.50	\$4.50
Motorcycle	\$3.00	\$3.00

	Celebrated Holidays	
New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Eve
Presidents Day	Veterans Day	Christmas Day
Memorial Day	Thanksgiving Day	



In order to process your contract and request for police officers, the department must have your business or organization's Federal Tax ID Number or, if the contract will be put in the name of an individual, your Social Security Number. This information is necessary in the event that a departmental reimbursement is owed to you in the future.

Please Check One Box and Provide the Appropriate Number:

**Corporation**

Federal Tax ID Number: \_\_\_\_\_

**Non Corporate Entity**

Federal Tax ID Number: 62-0474417

**Individual or Sole Proprietor**

Federal Tax ID Number: \_\_\_\_\_

Legal Name on IRS Tax Returns: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

\*\* If you have a **Purchase Order Number** that you would like to appear on your monthly invoice, please list it below:

PO# \_\_\_\_\_

**Please return this form with your contracts.**



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-880, **Version:** 1

---

A resolution approving an application for a Community-Based Traffic Safety Enforcement and Education grant from the Tennessee Highway Safety Office, to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to continue the enhanced DUI enforcement initiative and target distracted driving and seatbelt enforcement.

WHEREAS, the Tennessee Highway Safety Office, is accepting applications for a Community-Based Traffic Safety Enforcement and Education grant with an award of \$493,372.59 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 and submitted.

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

Section 1. That the grant application of the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, for a Community-Based Traffic Safety Enforcement and Education grant to continue the enhanced DUI enforcement initiative and target distracted driving and seatbelt enforcement, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Police Department is authorized to submit said application to the Tennessee Highway Safety Office.

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 \$493,372.59 from the Tennessee Highway Safety Office to the Metropolitan Nashville Police Department to continue the enhanced DUI enforcement initiative, and to target distracted driving and seatbelt enforcement. Metro has received this state grant for many years. The funds are used to pay overtime costs associated with enhanced DUI enforcement on weekends and holidays. There would be no required local match for this grant.

## GRANT APPLICATION SUMMARY SHEET

**Grant Name:** 2022 Tennessee Highway Safety Office DUI 21-22

**Department:** POLICE DEPARTMENT

**Grantor:** U.S. DEPARTMENT OF TRANSPORTATION

**Pass-Through Grantor (If applicable):** TENN. DEPT. OF TRANS.

**Total Applied For:** \$493,372.59

**Metro Cash Match:** \$0.00

**Department Contact:** Jim Stephens  
880-2850

**Status:** CONTINUATION

### Program Description:

Funding will be used for the continuance of the enhanced DUI enforcement initiative. Funding will also be used to target distracted driving and seatbelt enforcement. Seeks to reduce traffic fatalities attributed to impaired drivers and distracted driving through aggressive enforcement on weekends and some major holidays. Funds will pay overtime for personnel working the initiative.

### Plan for continuation of services upon grant expiration:

Project is totally grant funded and will cease upon expiration of the grant.

### APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:  
  
 Director of Finance      4/7/2021      Date

### APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:  
  
 Metropolitan Attorney      4/7/2021      Date

### APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:  
  
 Director of Risk Management      4/7/2021      Date  
 Services

## Grants Tracking Form

## Part One

<b>Pre-Application</b> <input type="radio"/>		<b>Application</b> <input checked="" type="radio"/>		<b>Award Acceptance</b> <input type="radio"/>		<b>Contract Amendment</b> <input type="radio"/>	
<b>Department</b>	<b>Dept. No.</b>	<b>Contact</b>				<b>Phone</b>	<b>Fax</b>
POLICE DEPARTMENT	031	Jim Stephens				880-2850	880-3077
<b>Grant Name:</b>		2022 Tennessee Highway Safety Office DUI 21-22					
<b>Grantor:</b>		U.S. DEPARTMENT OF TRANSPORTATION				<b>Other:</b>	
<b>Grant Period From:</b>		10/01/21	(applications only) <b>Anticipated Application Date:</b>		03/31/21		
<b>Grant Period To:</b>		09/30/22	(applications only) <b>Application Deadline:</b>		03/31/21		
<b>Funding Type:</b>	FED PASS THRU	<b>Multi-Department Grant</b>		<input type="checkbox"/> <b>If yes, list below.</b>			
<b>Pass-Thru:</b>	TENN. DEPT. OF TRANS.	<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	COMPETITIVE	<b>Total Award:</b>		\$493,372.59			
<b>Status:</b>	CONTINUATION	<b>Metro Cash Match:</b>		\$0.00			
<b>Metro Category:</b>	Est. Prior.	<b>Metro In-Kind Match:</b>		\$0.00			
<b>CFDA #</b>	20.607, 20.600	<b>Is Council approval required?</b>		<input type="checkbox"/>			
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input checked="" type="checkbox"/>					
Funding will be used for the continuance of the enhanced DUI enforcement initiative. Funding will also be used to target distracted driving and seatbelt enforcement. Seeks to reduce traffic fatalities attributed to impaired drivers and distracted driving through aggressive enforcement on weekends and some major holidays. Funds will pay overtime for personnel working the initiative.							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
Project is totally grant funded and will cease upon expiration of the grant.							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or		<b>% of Grant</b>		<b>Other:</b> <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
No match requirement							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>				<b>Fund</b>	<b>Business Unit</b>		
<b>Is not budgeted?</b>				<b>Proposed Source of Match:</b>			
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		0.00		<b>Actual number of positions added:</b>			
<b>Departmental Indirect Cost Rate</b>		30.92%		<b>Indirect Cost of Grant to Metro:</b>		\$152,550.80	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		<b>% Allow.</b>		0.0%		<b>Ind. Cost Requested from Grantor:</b>	
						\$0.00 in budget	
<b>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$42,000.00			\$0.00		\$0.00	\$42,000.00	\$12,986.40	\$0.00
Yr 2	FY22	\$451,372.59			\$0.00		\$0.00	\$451,372.59	\$139,564.40	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
<b>Total</b>		\$493,372.59	\$0.00	\$0.00	\$0.00		\$0.00	\$493,372.59	\$152,550.80	\$0.00
<b>Date Awarded:</b>						<b>Tot. Awarded:</b>				
(or) <b>Date Denied:</b>						<b>Reason:</b>				
(or) <b>Date Withdrawn:</b>						<b>Reason:</b>				
						<b>Contract#:</b>				

Contact:

[trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 04/23/09  
5212

GCP Rec'd  
04/01/21

GCP Approved  
04/01/21

VW

# Project Type Selection

## Instructions:

- Please select the project type and click the **Save** button
- When done, go to Contact and Project Information
- Required fields are marked with an asterisk \*

### Project Type Selection:\*

- |  |  |
|--|--|
| <input type="radio"/> Alcohol and Impaired Driving Education | <input type="radio"/> Alcohol and Impaired Driving Enforcement                 |
| <input type="radio"/> Bicycle and Pedestrian Safety          | <input type="radio"/> Child Passenger Safety & Occupant Protection             |
| <input type="radio"/> Distracted Driving Education           | <input type="radio"/> DUI Drug Courts  |
| <input type="radio"/> DUI Prosecution                        | <input type="radio"/> Emergency Medical Services                               |
| <input type="radio"/> Motorcycle Safety                      | <input type="radio"/> Network Coordinator                                      |
| <input type="radio"/> Older Driver Safety                    | <input checked="" type="radio"/> Police Traffic Services (Multiple Violations) |
| <input type="radio"/> Safe Communities                       | <input type="radio"/> Teen Driver Safety Education                             |
| <input type="radio"/> Traffic Records                        | <input type="radio"/> Traffic Safety Resource Prosecutor                       |

Police Traffic Services (Multiple Violations)

These program area grants may be used by law enforcement agencies to conduct sustained and highly visible traffic enforcement addressing impaired, distracted and/or aggressive driving; occupant protection; and speeding (including work zones). Grant funding will be allocated for enforcement on an overtime or part-time basis conducted by officers trained and certified in Standard Field Sobriety Testing, Drug Recognition Expert (suggested), and Radar/LIDAR. Grant funds may also be allocated to purchase supplies and equipment for use in addressing behavioral safety-related problems. Equipment costing over \$5,000 is considered a capital expense and must be approved by the THSO and NHTSA.



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Forms

Project Type  
Selection

Project Type  
Selection  
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# Contact and Project Information

New Note

Last Saved 3/18/2021 1:46 PM

## Instructions:

- Please fill in the appropriate fields and click the **Save** button
- When done, go to Problem Statement
- Required fields are marked with an asterisk \*

Project Title: Community-Based Traffic Safety Enforcement and Education

Project Type: Police Traffic Services (Multiple Violations)

Primary Project Director: Michael Gilliland \*

Title: Lieutenant

Phone: (615) 862-7738

Fax:

Email: mike.gilliland@nashville.gov

Secondary Project Director: Michael Park

Title: Police Officer 2

Phone: 6158627755

Fax:

Email: michael.park@nashville.gov



**Police Chief/Sheriff/Executive Director:**

Title:	<input type="text" value="Chief of Police"/>
Name:	<input type="text" value="John Drake"/>
Phone:	<input type="text" value="(615) 862-7301"/>
Email:	<input type="text" value="john.drake@nashville.gov"/>

**Claim and Reporting Frequency: \*** ☒ Quarterly

[Go to the top](#)



# Problem Statement

## Instructions:

- Please fill in the appropriate fields and click the **Save** button
- When done, go to Project Goals
- Required fields are marked with an asterisk \*

In 2020, 1,221 people were killed and 60,302 injured in traffic crashes on Tennessee roadways. Alcohol was a factor in 20.1 percent of fatalities, followed by speeding 15.1 percent, and distraction at 5.65 percent. Of fatally injured motor vehicle occupants, 47.1 percent were not wearing a seat belt. Research confirms that drivers who are aggressive (disregard their safety and the safety of others on the road) are high-risk and more likely to drink and drive, speed, not buckle up, and engage in other dangerous behaviors.

To address unsafe motorist behavior, the Tennessee Highway Safety Office (THSO) is providing grant funding for community-based efforts that employ highly visible and sustained enforcement coupled with public education to address impaired, distracted and aggressive driving: speeding (including work zone safety); improper occupant restraint; lack of helmet use; and other unsafe behaviors.

Metropolitan Nashville Police Department meets these criteria – for the three-year period January 1, 2018 to December 31, 2020, there were 90,247\* crashes and 301\* fatalities in the Metropolitan Nashville Police Department. Of these fatalities, 16.00%\* were the result of speeding, 25.00%\* involved alcohol, 4.00%\* were caused by a distracted driver. Unbelted motor vehicle occupants accounted for 173\* fatalities.

# Project Goals

## Instructions:

- Please fill in the appropriate fields and click the **Save** button
- When done, go to Selected Countermeasures
- Required fields are marked with an asterisk \*

## Project Goals

To reduce the number of crashes in Metropolitan Nashville Police Department by 5.81%, from \* to \* by 20 .

To reduce the number of fatalities in Metropolitan Nashville Police Department by 8.64%, from \* to \* by 20 .

- ☒ To reduce alcohol-related crashes from  to  by 20 .
- ☒ To reduce alcohol-related fatalities from  to  by 20 .
- ☒ To reduce speed-related crashes from  to  by 20 .
- ☒ To reduce crashes involving unbelted occupants from  to  by 20 .
- ☒ To reduce distracted driving crashes from  to  by 20 .
- ☐ To reduce motorcycle crashes from  to  by 20 .
- ☐ To reduce teen driver crashes from  to  by 20 .

## Additional Goals:

Conduct 4 sobriety checkpoints during the grant year.

# Selected Countermeasures

## Instructions:

- Please fill in the appropriate fields and click the **Save** button
- When done, go to Resources
- Required fields are marked with an asterisk \*

Highly visible and sustained enforcement will be conducted at "hot spot" locations identified through analysis of crash, citation, crime, and other data. High visibility enforcement (HVE) is a proven traffic safety approach designed to create deterrence and change unlawful behavior. It combines highly visible and proactive law enforcement tactics such as impaired driving saturation patrols, seat belt checkpoints, speed enforcement waves, aggressive driving patrols, multi-jurisdiction activities, with visibility elements (e.g., roadside signage, marked vehicles, mobile command posts) and publicity (e.g., press releases, billboards, flyers, social media) that educates the public about the danger of unsafe driving behaviors and increased enforcement addressing those behaviors to promote voluntary compliance with the law.

Roadways with high traffic volumes will be targeted to ensure that the motoring public not only sees law enforcement, but also officers making traffic stops. Enforcement will also be conducted in support of the NHTSA seat belt and impaired driving campaigns during the Memorial Day, July 4, Labor Day and Christmas/New Year's Day holiday periods. One or more of the following highly visible and proven enforcement tactics will be conducted on a sustained basis for this project:

- ☒ Saturation Patrols
- ☒ Checkpoints
- ☒ Multi-jurisdictional/Network

☐ Other

The following visibility elements will be used during this project:

- ☐ Road signs (electronic message boards, pop-up road signs)
- ☒ Marked patrol vehicles (includes magnetic HVE signs or window clings)
- ☒ High visibility vests
- ☒ Handouts (flyers, brochure, etc.)
- ☐ Other

The following public outreach tactics highlighting the danger of unsafe driving behaviors and increased enforcement to address those behaviors will be conducted in support of this project:

- ☒ Press releases (includes results of the enforcement)
- ☐ Press events
- ☐ Public Service Announcements/Ads (includes radio, TV, newspapers)
- ☐ Letters to the Editor/Op-Eds
- ☒ Community presentations
- ☒ Social media messaging
- ☐ Other

The following community/county-based agencies, organizations and/or businesses will help disseminate traffic safety information in support of this project (e.g., Smith Manufacturing will host a quarterly lunch and learn and distribute paycheck stuffers to educate employees about seat belt use and distracted driving):



# Resources

Instructions:

- Please fill in the appropriate fields and click the **Save** button
- When done, go to **Task Schedule**
- Required fields are marked with an asterisk \*

Grant funding will be allocated for enforcement on an overtime or part-time basis conducted by officers trained and certified in Standard Field Sobriety Testing, ARIDE (suggested), Drug Recognition Expert (suggested), and Radar/LIDAR.

Grant funds may also be allocated to purchase the following supplies and equipment (described below) for use in addressing behavioral safety-related problems (equipment costing \$5,000 or more must be approved by the THSO and NHTSA).

Additional Resources

# Task Schedule

## Instructions:

- Please fill in the appropriate fields and click the **Save** button
- When done, go to Evaluation
- Required fields are marked with an asterisk \*

Identify by month or quarter all tasks that will be performed to achieve your goals.

First Quarter (Oct., Nov., Dec.):

## Tasks

1. Conduct monthly enforcement initiative(s) addressing (safety problems).
2. Conduct monthly public outreach and education addressing (safety problems).
3. Collect and analyze enforcement and public outreach activity data and crash data.
4. Conduct enforcement in support of the NHTSA holiday impaired driving mobilization.
5. Submit enforcement data via [www.TNtrafficsafety.org](http://www.TNtrafficsafety.org) no later than two weeks following NHTSA holiday mobilization.
6. Participate in at least one THSO Network meeting during this quarter.
7. Submit quarterly claim and status report no later than February 1.

Additional tasks:

Conduct 1 sobriety checkpoint.

## Second Quarter (Jan., Feb., Mar.):

### Tasks

1. Conduct monthly enforcement initiative(s) addressing (safety problems).
2. Conduct monthly public outreach and education addressing (safety problems).
3. Collect and analyze enforcement and public outreach activity data and crash data.
4. Continue enforcement in support of the NHTSA impaired mobilization.
5. Submit enforcement data via [www.TNtrafficsafety.org](http://www.TNtrafficsafety.org) no later than two weeks following the NHTSA mobilization.
6. Participate in at least one THSO Network meeting during this quarter.
7. Submit quarterly claim and status report no later than May 1.

Additional tasks:

### Third Quarter (Apr., May, Jun.):

#### Tasks

1. Conduct monthly enforcement initiative(s) addressing (safety problems).
2. Conduct monthly public outreach and education addressing (safety problems).
3. Collect and analyze enforcement and public outreach activity data and crash data.
4. Conduct enforcement in support of the NHTSA Click It or Ticket mobilization.
5. Submit enforcement data via [www.TNtrafficsafety.org](http://www.TNtrafficsafety.org) no later than two weeks following NHTSA Click It or Ticket mobilization.
6. Participate in at least one THSO Network meeting during this quarter.
7. Submit quarterly claim and status report no later than August 1.

Additional tasks:

Conduct 2 sobriety checkpoints.



#### Fourth Quarter (Jul., Aug., Sep.):

##### Tasks

1. Conduct monthly enforcement initiative(s) addressing (safety problems).
2. Conduct monthly public outreach and education addressing (safety problems).
3. Collect and analyze enforcement and public outreach activity data and crash data.
4. Conduct enforcement in support of the NHTSA summer impaired driving mobilization.
5. Submit enforcement data via [www.TNtrafficsafety.org](http://www.TNtrafficsafety.org) no later than two weeks following NHTSA Summer mobilization.
6. Participate in at least one THSO Network meeting during this quarter.
7. Submit quarterly claim, quarterly status report, and final status report no later than November 1.

Additional tasks:

Conduct 1 sobriety checkpoint.

# Evaluation

## Instructions:

- Please review and click the Save button
- When done, go to Budget

The number and duration of monthly DUI enforcement activities and the resulting arrest and citation data will be collected and analyzed to assess progress made in achieving the project goals and objectives. This data, along with copies or links to press clippings and printed materials such as flyers or press releases will be included in the monthly/quarterly status report submitted using the THSO online grants management system.

The following enforcement results will be submitted via [www.THSOGrants.org](http://www.THSOGrants.org) data collection form as part of the status report: Speeding, DUI, Child Restraint, Seatbelt, Distracted / Due Care, Other, Warnings.

The following enforcement results will also be submitted via [www.TNTrafficSafety.org](http://www.TNTrafficSafety.org) no later than two weeks following the required NHTSA mobilizations: Impaired driving arrests (DUI / DRE), Safety belt citations, Child safety citations, Felony arrests, Recovered stolen vehicles, Fugitives apprehended, Suspended/Revoked licenses, Uninsured motorists, Speeding, Reckless driving, Individuals given DRE evaluations, Weapons seized, Other, Number of checkpoints.

# Personnel

## Instructions:

- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

Classification	Number	Title	Pay Rate	Period Type	Number of Pay Periods	Sub-Total	Benefits	Sub-Total	Total
Overtime ▾	1	Sergeant 405d	\$ 10,449.95	Monthly ▾	12.00	\$125,399.40	20.5310 %	\$25,745.75	\$151,145.15
Overtime ▾	1	Officer 405d	\$ 207,961.70	Yearly ▾	1.00	\$207,961.70	20.5310 %	\$42,696.62	\$250,658.32
Overtime ▾	1	Sergeant 402	\$ 2,361.31	Monthly ▾	12.00	\$28,335.72	20.5310 %	\$5,817.61	\$34,153.33
Overtime ▾	1	Officer 402	\$ 42,503.54	Yearly ▾	1.00	\$42,503.54	20.5310 %	\$8,726.40	\$51,229.94
								Total	\$487,186.74

# Professional Fees

Instructions:

- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

Classification	Description	Total
<div></div>	<div></div>	<div>\$</div>
Total		\$0

# Non-Personnel (Small Equipment, Supplies, etc.)

Instructions:

- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

Item Name	Classification	Cost	Quantity	Total
<input type="text"/>	<input type="text" value="v"/>	<div><div>\$</div><input type="text"/></div>	<input type="text"/>	\$0.00
Total				\$0.00



# Travel, Meetings & Conferences

## Instructions:

- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

Name	Classification	Cost	Quantity	Total
Lifesavers Conference 202	Airfare	\$ 400.00	2.0000	\$800.00
Lifesavers Conference 202	Other: Registration Fees	\$ 500.00	2.0000	\$1,000.00
Lifesavers Conference 202	Lodging	\$ 872.00	2.0000	\$1,744.00
Lifesavers Conference 202	Per Diem (Full Day)	\$ 152.00	2.0000	\$304.00
Lifesavers Conference 202	Per Diem (Travel Day)	\$ 114.00	2.0000	\$228.00
IACP 2021	Airfare	\$ 500.00	1.0000	\$500.00
IACP 2021	Other: Registration Fees	\$ 500.00	1.0000	\$500.00
IACP 2021	Lodging	\$ 790.00	1.0000	\$790.00
IACP 2021	Per Diem (Full Day)	\$ 213.00	1.0000	\$213.00
IACP 2021	Per Diem (Travel Day)	\$ 107.00	1.0000	\$107.00
Total				\$6,186.00

## Comments

IACP Conference 2021 New Orleans, LA  
Lifesavers Conference 2022 Chicago, IL

74 of 500

# Other Non-Personnel

Instructions:

- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

Name	Classification	Cost	Quantity	Total
<input type="text"/>	<input type="text"/>	<div><div>\$</div><input type="text"/></div>	<input type="text"/>	\$0.00
Total				\$0.00



# Insurance

Instructions:

- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

Name	Classification	Cost	Quantity	Total
<input type="text"/>	Insurance	\$ <input type="text"/>	<input type="text"/>	\$0.00
			Total	\$0.00

# Equipment (\$5,000 or more)

Instructions:

- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

Equipment Name	Equipment Description	Classification	Cost	Quantity	Total
<input type="text"/>	<input type="text"/> <div>0 of 400</div>	Equipment	\$ <input type="text"/>	<input type="text"/>	\$0.00
				Total	\$0.00

# Indirect Cost and Revenue Source

Instructions:

- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

Audited rate as determined by cognizant federal agency or the state Comptroller's Office subject to approval by NHTSA-Explain and submit copy of Certificate of Indirect Cost.

Indirect Cost:

0

%

Certificate of Indirect Cost:

Select

Revenue Sources

Federal (THSO):

100

%

Local Government:

0

%

Other:

0

%

Total:

100.00%

# Budget Summary

## Instructions:

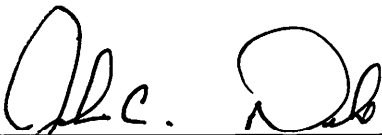
- Please fill in the appropriate fields.
- Required fields are marked with an asterisk \*.
- When done, click the **SAVE** button.

### Expense Object Line-Item Category

Salaries and Benefits & Taxes		\$487,186.59
Professional Fee, Grant & Award		\$0
Non-Personnel: Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications		\$0
Travel, Conferences & Meetings		\$6,186.00
Other Non-Personnel		\$0
Insurance		\$0
Capital Purchase		\$0
Indirect Cost	0%	\$0.00
Grand Total		\$493,372.59

**APPLICATION SIGNATURE PAGE  
FOR  
APPLICATION FOR 2022 Tennessee Highway Safety Office DUI Grant**

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
Director  
Department of **Police Department**

3-31-21  
\_\_\_\_\_  
Date



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-881, **Version:** 1

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A resolution approving an application for an Infrastructure for Rebuilding America (INFRA) grant from the Tennessee Department of Transportation to The Metropolitan Government, acting by and through the Metropolitan Nashville Public Works Department, for the Jefferson Street Multimodal Cap and Connector to better connect the north and south sides of North Nashville with Jefferson Street serving as its anchor.

WHEREAS, the Tennessee Department of Transportation is accepting applications for an Infrastructure for Rebuilding America (INFRA) grant with an award of \$72,000,000.00 with a required cash match of \$48,000,000.00; and,

WHEREAS, the Metropolitan Government, acting by and through the Metropolitan Nashville Public Works Department, is eligible to participate in this grant program; and,

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

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

Section 1. That the Metropolitan Government's application for an Infrastructure for Rebuilding America (INFRA) grant with an award of \$72,000,000.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Public Works Department is authorized to submit said application to the Tennessee Department of Transportation.

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

### Analysis

This resolution approves an application for an Infrastructure for Rebuilding America (INFRA) grant in the amount of \$72,000,000 for the Jefferson Street Multimodal Cap and Connector to better connect the north and south sides of North Nashville. This grant would be federal pass through funds from the Tennessee Department of Transportation to Metro Public Works for the project. The project will consist of a "cap" over I-40 that could include public space and a public building such as a community or wellness center. As the Council is aware, when I-40 was built in the 1960's, it divided North Nashville into two sections. This project would provide improved connections along Dr. D.B. Todd, Jr. Blvd. and 16<sup>th</sup> Ave. N. to Jefferson Street, Fisk University, and Meharry Medical College.

This project was specifically included as part of the Transportation Plan endorsed by the Council through the adoption of Resolution No. RS2020-656. If awarded, there would be a required local match of \$48,000,000. The capital spending plan resolution (Substitute RS2021-757) approved in March 2021 included \$5,800,000 specifically for this Jefferson Street project, plus \$14,500,000 for partnership opportunities. The remaining \$27,700,000 of the local match would be provided through capital spending plans over the next two years.

Information about the Infrastructure for Rebuilding America grant program on the U.S. Department of Transportation's website notes that the Department is specifically focused on projects in which the local sponsor is significantly invested and is positioned to proceed rapidly to construction.

Those interested in learning more about this Jefferson Street project and its history are encouraged to review the thorough and well-written grant application attached to this resolution.

## GRANT APPLICATION SUMMARY SHEET

**Grant Name:** Infrastructure For Rebuilding America (INFRA) 21-24

**Department:** PUBLIC WORKS

**Grantor:** U.S. DEPARTMENT OF TRANSPORTATION

**Pass-Through Grantor (If applicable):** TENN. DEPT. OF TRANS.

**Total Applied For:** \$72,000,000.00

**Metro Cash Match:** \$48,000,000.00

**Department Contact:** Casey Hopkins  
862-5000

**Status:** NEW

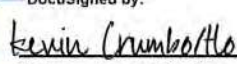

### Program Description:

The current proposal, the Jefferson Street Multimodal Cap and Connector would be a significant addition. From Nashville Civic Design Center's Plan of Nashville and the U.S. Department of Transportation's Every Place Counts Challenge, a cap over I-40 could better connect the north and south sides of North Nashville with Jefferson Street serving as its anchor. The Dr. DB Todd Jr bridge over I-40 (National Bridge ID: 19I00400053) was built in 1967 and was last inspected in 2019. At that time, it was rated to be in fair and good condition but qualifying for rehabilitation. The bridge's narrow, cracked sidewalks and 24-foot-wide travel lanes create a hostile pedestrian environment on this bridge. The negative impacts of I-40 predicted by community members have been validated by numerous academic studies and local observations by professional planning staff in the years since I-40 was constructed through North Nashville. An intervention, like a freeway cap, could create public space and eventually host other public amenities, such as a community and wellness center. Such an intervention could yield safety and placemaking benefits, generating economic value for neighbors and bridge users. This provides improved connections along Dr. DB Todd Jr Blvd and 16th Avenue North to Jefferson Street, Fisk University, and Meharry Medical College. Mixed use investments are shown along Jefferson Street and a park with pedestrian and/ or bikeways occupy the remainder of the cap.

### Plan for continuation of services upon grant expiration:

None

### APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:  
  
3/19/2021  
Date  


Director of Finance

### APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:  
  
3/19/2021  
Date  
Metropolitan Attorney

### APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:  
  
3/19/2021  
Date  
Director of Risk Management Services

DocuSigned by:  
  
3/19/2021  
Date  
Metropolitan Mayor

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

5208





## Grants Tracking Form

## Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact	Phone	Fax			
PUBLIC WORKS	042	Casey Hopkins	862-5000				
<b>Grant Name:</b>		Infrastructure For Rebuilding America (INFRA) 21-24					
<b>Grantor:</b>		U.S. DEPARTMENT OF TRANSPORTATION		<b>Other:</b>			
<b>Grant Period From:</b>		10/01/21		<b>(applications only) Anticipated Application Date:</b>		02/17/21	
<b>Grant Period To:</b>		06/01/24		<b>(applications only) Application Deadline:</b>		03/19/21	
<b>Funding Type:</b>	FED PASS THRU			<b>Multi-Department Grant</b>		<input type="checkbox"/> If yes, list below.	
<b>Pass-Thru:</b>	TENN. DEPT. OF TRANS.			<b>Outside Consultant Project:</b>		<input checked="" type="checkbox"/>	
<b>Award Type:</b>	COMPETITIVE			<b>Total Award:</b>		\$72,000,000.00	
<b>Status:</b>	NEW			<b>Metro Cash Match:</b>		\$48,000,000.00	
<b>Metro Category:</b>	New Initiative			<b>Metro In-Kind Match:</b>			
<b>CFDA #</b>	20.934			<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>	
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input checked="" type="checkbox"/>					
<p>The current proposal, the Jefferson Street Multimodal Cap and Connector would be a significant addition. From Nashville Civic Design Center's Plan of Nashville and the U.S. Department of Transportation's Every Place Counts Challenge, a cap over I-40 could better connect the north and south sides of North Nashville with Jefferson Street serving as its anchor. The Dr. DB Todd Jr bridge over I-40 (National Bridge ID: 19I00400053) was built in 1967 and was last inspected in 2019. At that time, it was rated to be in fair and good condition, but qualifying for rehabilitation. The bridge's narrow, cracked sidewalks and 24-foot-wide travel lanes create a hostile pedestrian environment on this bridge. The negative impacts of I-40 predicted by community members have been validated by numerous academic studies and local observations by professional planning staff in the years since I-40 was constructed through North Nashville. An intervention, like a freeway cap, could create public space and eventually host other public amenities, such as a community and wellness center. Such an intervention could yield safety and placemaking benefits, generating economic value for neighbors and bridge users. This provides improved connections along Dr. DB Todd Jr Blvd and 16th Avenue North to Jefferson Street, Fisk University, and Meharry Medical College. Mixed use investments are shown along Jefferson Street and a park with pedestrian and/or bikeway access the remainder of the cap.</p>							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
None							

How is Match Determined?			
<b>Fixed Amount of \$</b>		or	40.0% <b>% of Grant</b>
<b>Explanation for "Other" means of determining match:</b>		<b>Other:</b> <input checked="" type="checkbox"/>	
<p>We are asking \$72,000,000 from INFRA, Metro Nashville will be responsible for \$48 M. The local cash match will be allotted over a multi-year period. Metro Council has approved an initial \$20.3M from the Capital Spending Plan (legislation authorizing the issuance of General Obligation Bonds). This includes \$5.8M authorized specifically for the Jefferson Street Cap and Connector, as well as an additional \$14.5M in funding set aside for partnership opportunities. The remaining \$27.7 cash match is in Metro's six-year Capital Improvements Budget awaiting council approval to add to the CSP.</p>			
<b>For this Metro FY, how much of the required local Metro cash match:</b>			
<b>Is already in department budget?</b>	\$20,300,000.00	<b>Fund</b>	<b>Business Unit</b>
<b>Is not budgeted?</b>	\$27,700,000.00	<b>Proposed Source of Match:</b>	
<b>Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below</b>		Approved CSP	
<b>Other:</b>			
<b>Number of FTEs the grant will fund:</b>	0.00	<b>Actual number of positions added:</b>	0.00
<b>Departmental Indirect Cost Rate</b>	20.98%	<b>Indirect Cost of Grant to Metro:</b>	\$25,176,000
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>% Allow.</b> 0.00%	<b>Ind. Cost Requested from Grantor:</b>	\$0.00 <b>in budget</b>
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)			
<b>Draw down allowable?</b> <input type="checkbox"/>			
<b>Metro or Community-based Partners:</b>			
<p>Project delivery will be accomplished in partnership between the Metropolitan Government of Nashville and Davidson County and the Tennessee Department of Transportation. Metro's Department of Public Works will oversee initial planning and design, beginning with recently approved local funding for design and preliminary engineering. TDOT will assume responsibility to carry the project through</p>			

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$72,000,000.00			\$20,300,000.00	Approved CSP		\$92,300,000.00	\$19,364,540.00	\$0.00
Yr 2	FY22				\$13,900,000.00	CIB		\$13,900,000.00	\$2,916,220.00	\$0.00
Yr 3	FY23				\$13,800,000.00	CIB		\$13,800,000.00	\$2,895,240.00	\$0.00
Yr 4	FY24									\$0.00
Yr 5	FY25									
<b>Total</b>		\$72,000,000.00			\$48,000,000.00			\$120,000,000.00	\$25,176,000.00	\$0.00
<b>Date Awarded:</b>					<b>Tot. Awarded:</b>	<b>Contract#:</b>				
(or) <b>Date Denied:</b>					<b>Reason:</b>					
(or) <b>Date Withdrawn:</b>					<b>Reason:</b>					

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5208

GCP Rec'd  
03/18/21

GCP Approved  
03/18/21

VW

**Application for Federal Assistance SF-424****\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

**\* 3. Date Received:**

Completed by Grants.gov upon submission.

**4. Applicant Identifier:****5a. Federal Entity Identifier:****5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:****\* a. Legal Name:**

Metropolitan Government of Nashville-Davidson County

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

62-0694743

**\* c. Organizational DUNS:****d. Address:****\* Street1:**

750 S. Fifth Street

**Street2:****\* City:**

Nashville

**County/Parish:****\* State:**

Tennessee

**Province:****\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

37206-3805

**e. Organizational Unit:****Department Name:****Division Name:****f. Name and contact information of person to be contacted on matters involving this application:****Prefix:****\* First Name:**

Faye

**Middle Name:****\* Last Name:**

DiMassimo

**Suffix:****Title:****Organizational Affiliation:****\* Telephone Number:**

615-782-1554

**Fax Number:****\* Email:**

faye.dimassimo@nashville.gov

**Application for Federal Assistance SF-424****\* 9. Type of Applicant 1: Select Applicant Type:****Other**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Metropolitan Government

**\* 10. Name of Federal Agency:****US Department of Transportation****11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

**\* 12. Funding Opportunity Number:****NSFHP-21-INFRA21**

\* Title:

**Infrastructure For Rebuilding America (INFRA) Grant Program****13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:****Jefferson Street Multimodal Cap/Connector**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

TN-5th

\* b. Program/Project

TN-5th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

07/01/2021

\* b. End Date:

09/01/2023

**18. Estimated Funding (\$):**

\* a. Federal

\$72,000,000

\* b. Applicant

\$48,000,000

\* c. State

\* d. Local

\* e. Other

\* f. Program Income

\* g. TOTAL

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

\* First Name:

Greg

Middle Name:

\* Last Name:

Claxton

Suffix:

\* Title:

Manager

\* Telephone Number:

615-862-7162

Fax Number:

\* Email:

greg.claxton@nashville.gov

\* Signature of Authorized Representative:

Completed by Grants.gov upon submission.

\* Date Signed:

Completed by Grants.gov upon submission.



# JEFFERSON STREET MULTIMODAL CAP & CONNECTOR

2021 INFRA Application  
Office of Mayor John Cooper  
Metropolitan Government of Nashville & Davidson County

March 19, 2021

Keisha Gardner-Beard stands at the recently opened Kossie Gardner Sr. Park, named in honor of her grandfather.

Kossie Gardner was a Black entrepreneur, running trade schools, a dairy farm, a construction company, a developer, and a radio host, among other ventures. The park stands next to the site of his Jefferson Street funeral home.

<b>Basic Project Information</b>	
What is the Project Name?	Jefferson St Multimodal Cap & Connector
Who is the Project Sponsor?	Metropolitan Government of Nashville and Davidson County
Was an INFRA application for this project submitted previously?	No
<b>Project Costs</b>	
INFRA Request Amount	\$72 million
Estimated Federal funding (excl. INFRA) anticipated to be used in INFRA funded future project.	\$0
Estimated non- Federal funding anticipated to be used in INFRA funded future project	\$48 million
Future Eligible Project Cost	\$0
Project Cost	\$120 million
Previously incurred project costs (if applicable)	\$0
Total Project Cost (Sum of 'previous incurred' and 'future eligible')	\$120 million
Are matching funds restricted to a specific project component? If so, which one?	\$5.8 million: Jefferson St Multimodal Cap & Connector  \$14.5 million for Partnership Opportunities
<b>Project Eligibility To be eligible, all future eligible project costs must fall into at least one of the following four categories</b>	
Approximately how much of the estimated future eligible project costs will be spent on components of the project currently located on National Highway Freight Network (NHFN)	\$120 million
Approximately how much of the estimated future eligible project costs will be spent on components of the project currently located on the National Highway System (NHS)	\$120 million
Approximately how much of the estimated future eligible project costs will be spent on components constituting railway-highway grade crossing or grade separation projects?	\$0
Approximately how much of the estimated future eligible project costs will be spent on components constituting intermodal or freight rail projects, or freight projects within the boundaries of a public or private freight rail, water (including ports) or intermodal facility?	\$0
<b>Project Location</b>	
State(s) in which project is located	Tennessee
Small or large	Large
<b>Project</b>	
Urbanized Area in which project is located, if applicable	UA Code 61273
Population of Urbanized Area (According to 2010 Census)	969,587
Is the project located (entirely or partially) in Federally designated community development zones	Opportunity Zone (Census Tracts 47037013900 47037014200)  Promise Zone (Nashville Promise Zone, subzone 5)



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II. Project Location

III. Project Parties

IV. Grant Funds, Sources, and Uses of All Project Funding

V. Merit Criteria

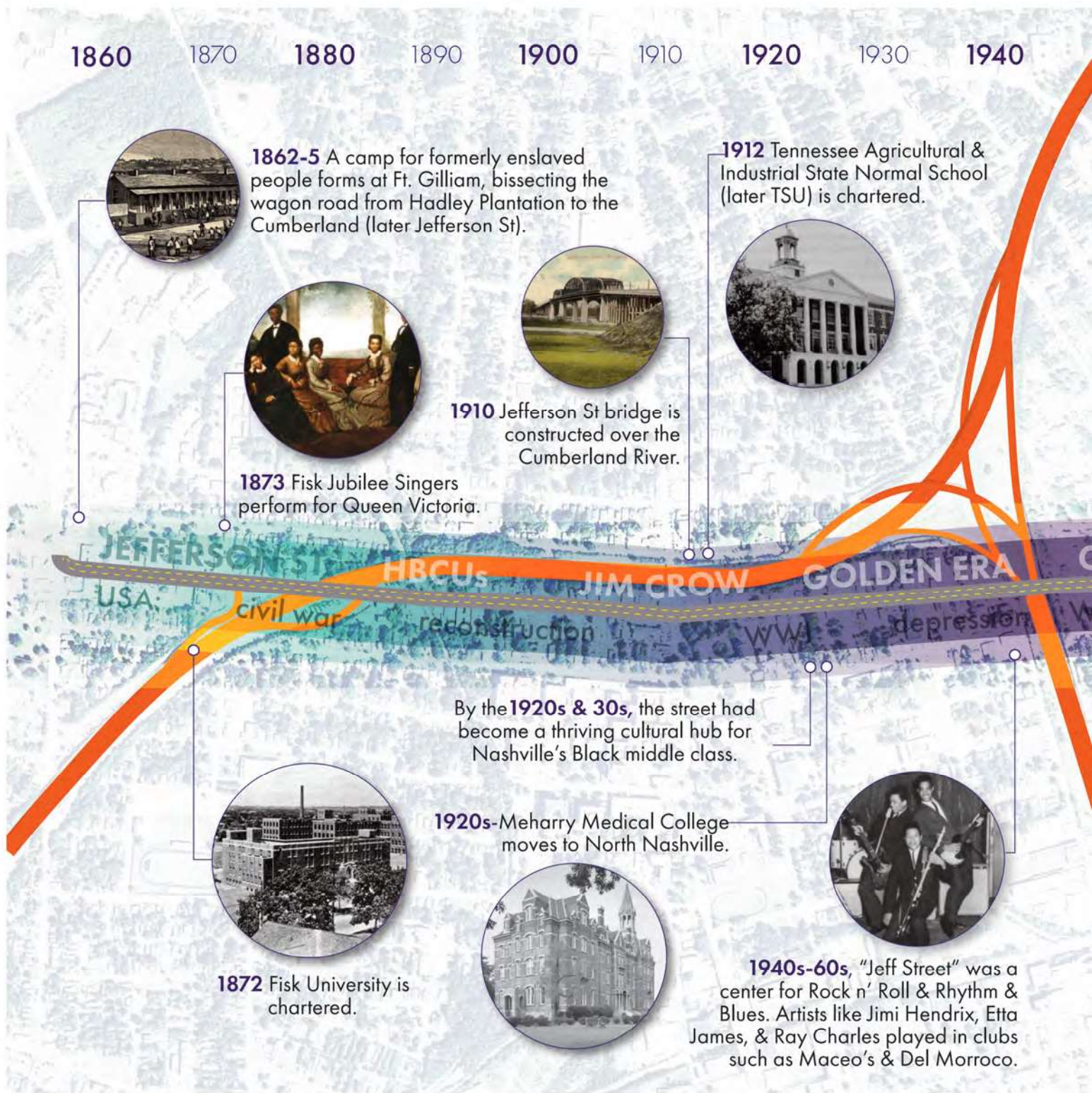
VI. Project Readiness

VII. Large/Small Project Requirements

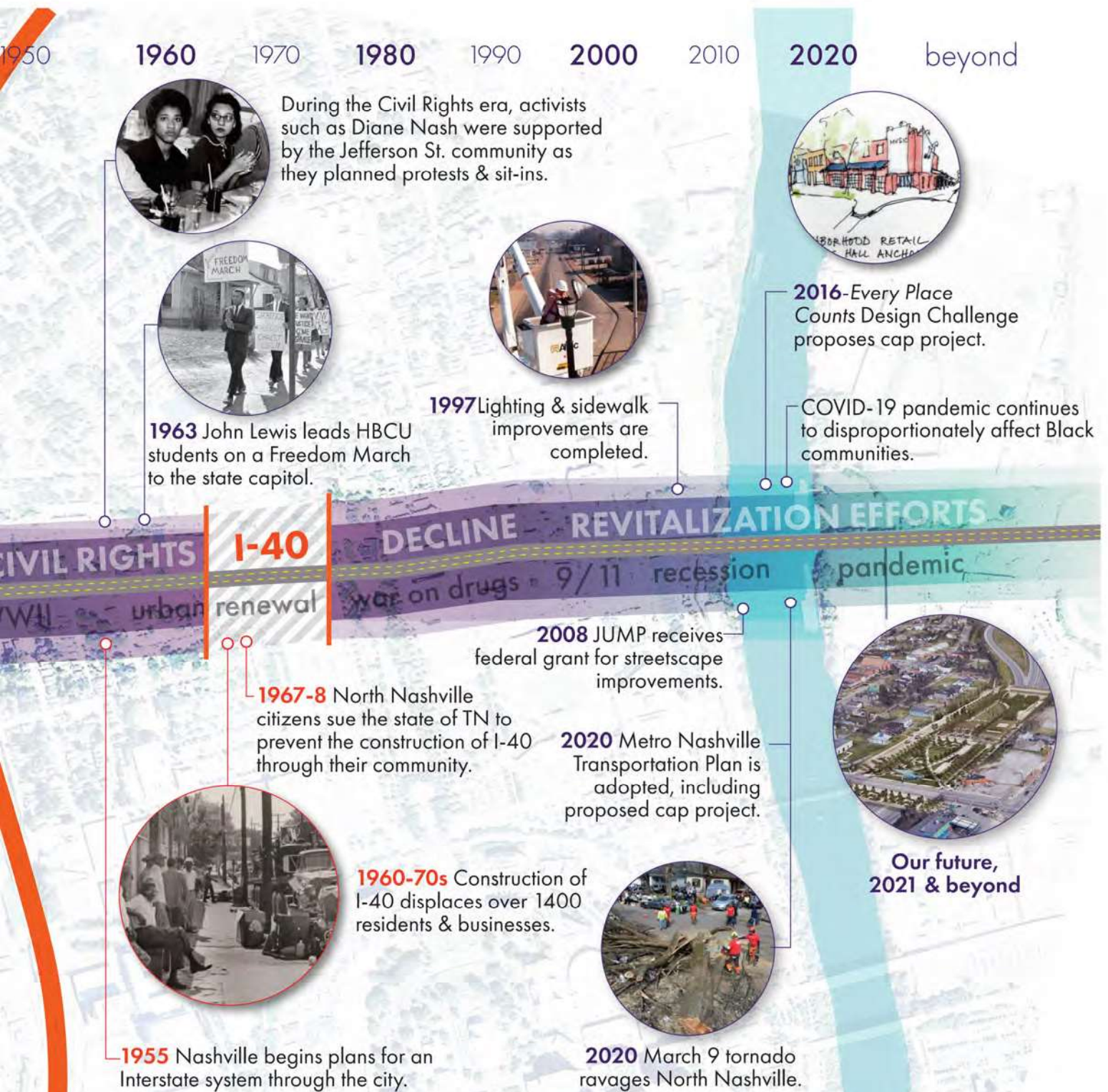
Appendix:

Letters of Support

Benefits-Cost Analysis Document and Model







# I. Project Description

## A Community-Driven Approach to the Jefferson Street Multimodal Cap

The Jefferson St Multimodal Cap & Connector (the Project) will dramatically improve mobility, access, and safety for goods and people while simultaneously beginning to heal a historic Black community in North Nashville that was deliberately bifurcated by the development of the Interstate System in the 1960s. The Project will stitch the community back together, reconnecting the north and south sides of Nashville and restoring Jefferson St as an anchor to the North Nashville community. It will shield North Nashvillians from the decades of air quality and noise impacts created by the Interstate System while improving traffic flow and making critical safety, ITS, and crash reduction improvements to intersections and ramps leading to the high-incident interchange known as Trucker's Curve.

A key element of the Project includes a focused community-led design of North Nashville's new community space above I-40, which will celebrate the rich history of Jefferson St, from its long-time role as an anchor to a thriving middle-class Black community with historic churches, residents, businesses, and three of Nashville's Historically Black Colleges and Universities (HBCUs) to its prominence in the Black music and entertainment industry and the Civil Rights era. By rooting this new investment in community needs and by forging a link between North Nashville's rich history and a future where Black Nashvillians can still call North Nashville home, a key goal of this Project is to work with the community to sustain and enhance what remains vital on Jefferson St while creating

new opportunities to thrive. This community-driven design process will provide a national model in how to re-establish community trust in planning and implementing projects. The Project will be implemented through an innovative and accelerated progressive design/build partnership between the Metropolitan Government of Nashville and Davidson County (Metro) and Tennessee Department of Transportation (TDOT).

Metro Nashville is committed to undertaking a national model for community driven design in the Jefferson Street Multimodal Cap including our Equity By Design framework.

Mayor John Cooper

## *The Golden Era of Jefferson Street: Nashville's Original Music Row*

Beginning nearly 160 years ago, Jefferson St has a rich history as an anchor to the Black community in North Nashville. The city's three HBCUs – Fisk University, Tennessee State University (TSU), and Meharry Medical College – were all established in the neighborhoods around Jefferson St by the 1930s, and some of the oldest Black church congregations in Nashville flourished in the area. In the Golden Age of Jefferson St from 1935-65, this affluent, middle-class North Nashville community was a vibrant center of business, entertainment, and recreation. The area became a tight-knit community with dance halls, theaters, and beer

joints where blues, jazz, gospel, and R&B stars visited as they toured the nation. Muddy Waters, James Brown, Etta James, Ray Charles, Little Richard, B.B. King, and Jimi Hendrix had stints at clubs along Jefferson St. Residents patronized their local businesses and gathered to socialize in the thriving North Nashville community.

## JEFFERSON STREET'S STORY

Two recent documentaries tell the story of Jefferson Street's past and challenges:

- Facing North: Jefferson St, Nashville (Nashville Public Television)  
<https://www.wnpt.org/jefferson-street/>
- Out North: 37208 Fights Back (Gideon's Army & fiverr)  
<https://lp.fiverr.com/outnorthfilm/>

### *Interstate Bifurcation: A Community Divided*

Decades later, and as a direct result of the redlining, urban renewal, and the development of the Interstate system, this once bustling thoroughfare and thriving Black community suffers from systemic inequities and barriers to equal opportunity. Neighborhoods were underinvested in, then targeted for demolition due to blight. The alignment of I-40 and I-265 (now I-65) was shifted into North Nashville from a more affluent, white neighborhood to the south. The final alignment resulted in a greater displacement of residents, businesses, churches, and other community assets than would have occurred with the alternative originally proposed. Construction of I-40 and I-65 demolished one hundred blocks of North Nashville, including sixteen blocks of stores along Jefferson St, and displaced 1,400 North Nashvillians. The interstates isolated and created both physical access and social barriers to equal opportunities for these historically-significant Black neighborhoods and businesses. This all occurred against the backdrop of the Civil Rights era, where the North Nashville community and its HBCUs played a prominent role in social protests, sit-ins, and freedom marches.

The route of I-40 through North Nashville was not disclosed to the North



FHWA's original plan for capping I-40 adjacent to Jefferson St



Nashville community and then pursued and advanced over the objection of North Nashville residents. In 1967, a predominately Black group of North Nashville community members joined together to establish the I-40 Steering Committee to challenge I-40 in court, arguing that a flawed public hearing process prevented North Nashvillians from knowing the full impact of the chosen route. The I-40 Steering Committee asserted that the negative impacts of I-40 would place an undue burden on Nashville's Black community by displacing residents, shuttering businesses, and limiting access to schools and services. The I-40 Steering Committee appealed all the way to the U.S. Supreme Court, where the Court denied a review and effectively ended the legal battle. This was one of the first court cases arguing racial discrimination related to interstate construction.

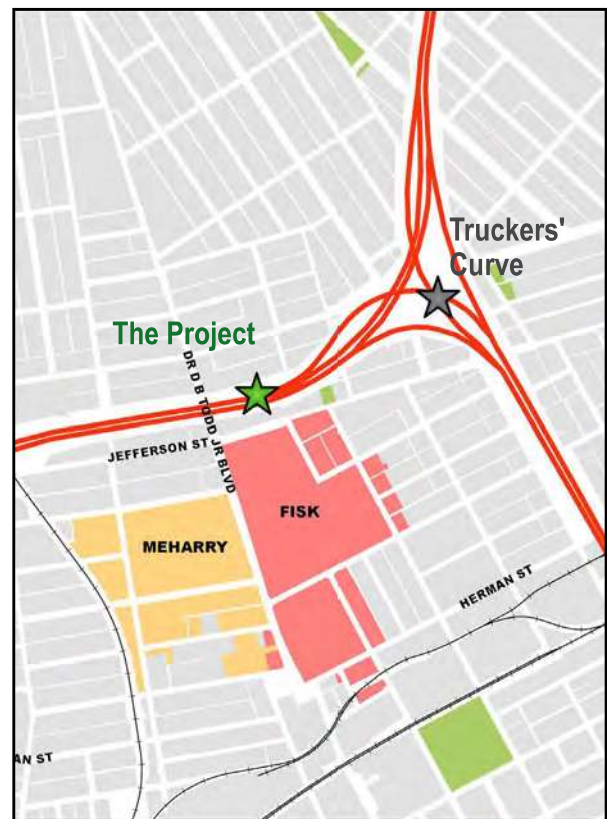
FHWA administrators offered air rights over I-40 for a future plaza with parking, shopping, and social gathering spaces. Final design details were to be determined in collaboration with community members as part of President Lyndon Johnson's Model Cities program; however, the Project was never advanced in part due to tensions between community members and local government officials and resident distrust of federal agencies in the wake of urban renewal and the I-40 bifurcation.

### ***Jefferson St Today: Gentrification, Tornado Recovery, and COVID-19***

Today, the I-40/I-65 network cuts through Nashville, dividing North Nashville and isolating a group of historically Black neighborhoods along multiple dimensions. Most prominently, the culturally and historically prominent Black business district along Jefferson St was dissected twice, creating three segments divided by

the interstate highways. North Nashville is still home to several historic educational institutions with Fisk University and Meharry Medical College located on the corridor, and TSU at the terminus of the corridor and 28th Ave N. A strong business alliance, the Jefferson St United Merchants Partnership (J.U.M.P.), advocates for the area's stabilization and growth. The community secured funding to enhance the interstate overpasses, 28th Ave N interchange, and Jefferson St through the Gateway to Heritage Project. This project included a public plaza honoring the area's history and improved the aesthetics of the overpass and interchange at 28th Ave N. Elsewhere, the 28th / 31st Connector road created a new linkage for the North Nashville neighborhoods to job sites and the wealthier communities to the south.

However, North Nashville and Jefferson St still face multiple threats. Gentrification



Location of the Jefferson St Multimodal Cap & Connector

continues to displace long-time residents and threaten the historic connection between North Nashville and Black Nashvillians. Predominantly Black neighborhoods at the edge of North Nashville have already given way to wealthier white residents, while signs of change continue to emerge throughout the interior of the community. Long-time residents struggle to afford higher rents and property taxes increased by a growing demand for housing close to Nashville's downtown. This was exacerbated by the March 2020 tornado, which tore through North Nashville, displacing residents and destroying homes and businesses. That devastation, which occurred during the first month of the COVID-19 pandemic, quickly led to further gentrification pressures as outside investors sought to buy damaged or destroyed houses for cheap. The community organized to rebuild and retain its long-time residents. But throughout this past year as the North Nashville community was working to rebuild, the COVID-19 pandemic disproportionately impacted Nashville's minority communities, resulting in higher infection rates and deaths in the Black community and a major spike in unemployment in North Nashville.

Still, the community continues to work to improve life for its residents, invest in its businesses and institutions, and retain its heritage. A proposal currently under review by Metro would revitalize underused right-of-way near the Jubilee Bridge with park space, public art and history, and improve pedestrian amenities on a critical connection between Fisk University, Meharry Medical College, and Nashville's Downtown and Midtown.

## History of the Project

Interest in capping portions of I-40 through North Nashville pre-dated construction of the interstate, beginning with FHWA's air rights proposal. However, no funding was ever provided and the proposal was never realized. More recently, the Nashville Civic Design Center's visionary *Shaping the Healthy Community* plan identified and visualized several potential cap locations. Metro incorporated this work into its 2015 Every Place Counts proposal to USDOT, which was awarded with technical assistance and a two-day community charrette to engage North Nashvillians in opportunities and priorities in reconnecting the community across the interstate. Recommendations from the event included three potential cap locations, including the site of the Project.

In 2019, Mayor John Cooper joined 474 other U.S. mayors in committing to the Global Covenant of Mayors Agreement for climate leadership. In 2020, his appointed 50-member Sustainability Advisory Committee published a report of recommendations intended to help Nashville cut local carbon emissions 80% by 2050. Included in the recommendations was a park cap over I-40 at Jefferson St. Their full report to the Mayor will serve as a repository of ideas for a forthcoming Climate Action and Adaptation Plan.

In 2020, Mayor Cooper's *Metro Nashville Transportation Plan* was adopted by the Metro Council to provide a framework for \$1.6 billion in investments to improve transportation and equity throughout Nashville. The Plan recommended construction of the Jefferson St Multimodal Cap & Connector. It also recommended an investment in affordable housing alongside major transportation investments (including the Project) to mitigate gentrification and sustain mixed income communities in high or increasing opportunity areas.



Visualization of the Jefferson St Multimodal Cap & Connector

## INFRA Proposal: A Community-Driven Approach to the Multimodal Cap & Connector

The Jefferson St Multimodal Cap & Connector will dramatically improve mobility, access, and safety for goods and people. The Project includes critical safety, ITS, and crash reduction improvements to intersections and ramps leading to the high-incident interchange known as Trucker's Curve. Another key component of this project, the Dr DB Todd Jr Blvd bridge over I-40 (National Bridge ID: 19I00400053), was built in 1967 and was last inspected in 2019. At that time, it was rated to be in fair and good condition, but qualifying for rehabilitation. The bridge's narrow, cracked sidewalks, unbuffered from narrow travel lanes with obstacles within the sidewalk, create a hostile pedestrian environment on this bridge and limit access between the north and south. The Project will foster increased access by replacing this bridge with a 180-foot by 825-foot (or 3.4 acre) interstate cap, stitching the north and south sides of Nashville back together, creating new public space, and providing the community with the opportunity to host other public amenities, such as a community

and wellness center. The Project will also support health improvements for residents and visitors by shielding the North Nashville community from air pollution and noise and reducing the heat island effect. The Project also includes improvements to traffic flow and connections along Dr DB Todd Jr Blvd and 16th Ave N to Jefferson St, Fisk University, and Meharry Medical College. Once completed, the Project will yield critical safety and placemaking benefits, generating economic and social value for the entire community.

The negative impacts of I-40 predicted by community members in the 1960s have been validated by numerous academic studies and local observations by professional planning staff in the years since I-40 was constructed through North Nashville. The Project will support Nashville in continuing to repair these negative impacts and begin to address the systemic inequities and barriers to equal opportunity in the North Nashville community. And given the history described above, a key feature of this Project will be the inclusion of the North Nashville community in the planning and use of the new space above I-40 that will be created by the cap. The project will begin with a community-driven



planning and concept design, which will expand from the community partners (listed in Project Parties, below) to allow everyone with an interest in the project to shape its future. The scope of engagement will include the following:

- Transportation improvements for the Project, as well as at critical intersections where Dr DB Todd Jr Blvd interfaces with the broader street/sidewalk network at Jefferson/Scovel
- Active transportation and open space features on the Project itself, to create a safe and welcoming pedestrian environment
- Public art and historical materials that pay homage to North Nashville's history and create a link to its future
- Future programming of a potential community and wellness center to be located on or along the Project
- Land use and design guidance for potential mixed use redevelopment along Jefferson St
- Recommendations for investments in affordable housing to mitigate the effects of gentrification from the Project itself

Following completion of planning and community engagement and design led by the City, the project will shift to TDOT as the design/construction partner in an **innovative and accelerated progressive design build**. Key elements of the final project will include the following:

- Providing a new open space, recreation, and cultural opportunities amenity, improved bike and pedestrian routes and amenities, and improved health benefits
- Improved pedestrian crossings at two high-incident intersections where Dr DB Todd Jr Blvd interfaces with street and pedestrian networks that feed into the Project
- Improved freight safety and traffic management technologies and tools for

the ramps and interstate under the cap, which immediately leads into a high-incident interchange known as Trucker's Curve.

**Using a community-driven process to advance the Project will be an important step in continuing to heal the deep divides that were physically cut into the community by I-40 and I-65.** These divides have not healed in part due to a continued assault on the North Nashville community in the form of disinvestment, inequitable access to Nashville's recent economic expansion, gentrification, the March 2020 tornado, and now the ongoing COVID-19 pandemic.

## II. Project Location

The Project is located in Nashville, Tennessee. The Project will include a 180' x 825' (3.4 acre) cap over I-40 through North Nashville, immediately west of the I-40 / I-65 interchange. The cap will be placed behind properties along Jefferson St, between the intersections of Dr DB Todd Jr Blvd and 17th Ave N. The Project includes improved freight safety and traffic management technologies and tools for the ramps and interstate below the cap, which immediately leads into a high-incident interchange known as **Trucker's Curve**. The Project is embedded within a multimodal grid network of streets, sidewalks, bike facilities, and transit service, interrupted by the triskelion interchange of I-40 and I-65. The Project is located within an **Opportunity Zone** and a **Promise Zone**.

Several future projects in the location are planned. The Central City Greenway, a 23-mile urban greenway circling Nashville's job-rich Downtown and Midtown and neighborhoods to the west and south, uses a rail corridor along the southern edge of Fisk and Meharry. A rapid bus line will serve these neighborhoods, running from Downtown to the north along Buchanan St.



The Project with Opportunity Zones (left, green) and Promise Zone (right, blue)

### III. Project Parties

Project delivery will be accomplished through an innovative and accelerated progressive design/build partnership between the City and TDOT. Metro's Department of Public Works will oversee initial planning and concept development, beginning with recently approved local funding for design and preliminary engineering. TDOT will assume responsibility to carry the Project through design and the National Environmental Policy Act (NEPA) process and to construction. Working in partnership, a key objective of the partnership is to advance the Project and introduce the long-needed improvement for the community.

As part of the community-driven design approach, the Project will seek engagement of multiple community partners, including Fisk University, Meharry Medical College, Tennessee State University, the business district (Jefferson St Urban Merchants Partnership (J.U.M.P.)), community groups advocating for equity in North Nashville (Gideon's Army and the Equity Alliance), and Nashville's socially conscious design non-profit (Civic Design Center).

Additional public partners include the Metropolitan Development and Housing Authority, which oversees a redevelopment district along Jefferson St, and the Metro Nashville Metropolitan Transit Authority, which operates WeGo transit service throughout Nashville. Metro also anticipates the inclusion of several community and private partners, including a potential partnership with Amazon.

### IV. Grant Funds, Sources, and Uses of All Project Funding

The estimated \$120 million Project will be funded through multi-year annual funding commitments from Metro totaling \$48 million matched with a requested INFRA Grant of \$72 million. Metro Council has approved an initial \$20.3 million from the Capital Spending Plan (CSP), which is the authorizing legislation for the issuance of General Obligation bonds. This includes \$5.8 million authorized specifically for the Project, as well as an additional \$14.5 million in funding set aside for partnership opportunities. The remaining \$27.7 million cash



match is included in Metro's six-year Capital Improvements Budget awaiting council approval to add to the CSP. Metro is also delivering the Project in partnership with TDOT using an innovative and progressive design-build delivery approach. With the involvement of TDOT, this innovative delivery approach will reduce costs, which will leverage both the INFRA investment and Metro's local funding commitments to the project.

In addition, the Project will reinforce and support previously-incurred expenses, including \$2.4 million in federal and local transportation investments into project-area-adjacent sections of Jefferson St. This previously-funded TIP project (TIP:2004-005, [nashvillempo.org](http://nashvillempo.org)) included construction of intersection improvements along Jefferson St including crosswalks, ADA ramps, a roundabout at 28th Ave N, and turn lanes, and decorative traffic and pedestrian signals at 21st Ave N. These improvements are currently in the environmental phase, with meetings planned in Spring 2021 for discussions regarding construction.

Uses of Funds	Cost (in millions)	Percent of total
Project Development	\$10.5	9%
Right-of-Way	\$13.1	11%
Construction: Cap Bridge	\$29.0	24%
Construction: Roadway and Community Improvements	\$58.6	49%
Contingencies	\$8.8	7%
Total Project Costs	\$120.0	100%

Sources of funds	Revenue (in millions)	Percent of Total
Metro Capital Spending Plan*	\$48.0	40%
INFRA Grant	\$72.0	60%
Total Project Funding	\$120.0	100%
*Metro CSP requests over a multi-year period		

## V. Merit Criteria

### a. Key Program Objective #1: Supporting Economic Vitality

#### *Sustaining Nashville's Nationally Significant HBCUs*

Jefferson St is a long-time center of Black life and culture in Nashville. The corridor connected residents from surrounding neighborhoods to businesses, churches, music, and education. Under segregation, residents and business owners built a thriving community, fighting for equal rights and their share of public facilities and private investment. The Black community fought for equitable and integrated schools and to preserve the educational institutions that shaped their community. They fought against redlining and private disinvestment. And they fought against the planned interstates, appealing to the U.S. Supreme Court to halt construction of I-40. Today, the community continues to battle disinvestment in long-time residents paired with a gentrifying flood of new investment for new residents. They have been battered by systemic inequality and institutional racism, exacerbated by the March 2020 tornado and the unequal impacts of the coronavirus pandemic.

In 2014, Metro commissioned a study of successfully-revitalized historic Black

business districts from researchers at TSU and Vanderbilt. Using case studies of East Market St (Greensboro, NC), Auburn Ave (Atlanta, GA), and Martin Luther King, Jr Dr (Winston-Salem, NC), the researchers recommended a four-fold strategy for revitalizing Jefferson St:

- Partner with anchor institutions, most specifically the three HBCUs along Jefferson St.
- Establish a lead organization to coordinate disparate interests and capacities.
- Coordinate development at multiple scales, tying the corridor's vision to individual redevelopment decisions and public investments, to community goals, to regional economic development.
- Enhance transportation for safety and mobility particularly in light of the damage done by past transportation decisions.

The Project represents a major step forward in pursuing these strategic directions. The Project will provide a broad array of economic benefits and will support nationally significant institutions as well as local economic development. The Project is part of a longer-term, multifaceted strategy to retain North Nashville as a vital, historic Black community.

Key benefits that will result from Project-specific elements include:

- The Project will improve quality of life by providing high-quality public space, drawing visitors to Jefferson St to support local economic development, reducing exposure to air pollution, and reducing the heat island effect that resulted from prior transportation decisions.
- The Project will improve safety and reduce accidents for both users of the

park cap and for truck and other vehicular traffic.

- The public space and public art enabled by the Project will commemorate and celebrate Jefferson Street's heritage.
- Metro intends to pair investment in the Project with an affordable housing investment and other equitable development strategies to improve equity, mitigate gentrification, and to provide North Nashvillians with safe and stable housing.
- Under consideration by Metro is locating a community and wellness center at the Cap to further support health and wellness activities for the community and for students, faculty, and staff at Meharry and Fisk.
- By working to sustain a high quality of life for North Nashvillians while also mitigating gentrification to support equitable development, the Project and associated projects will promote communication and involvement with Jefferson Street's education anchor institutions, supporting their health and missions by supporting the health of their surrounding communities.

The Project supports the long-term growth and health of two of the corridor's anchor institutions: Fisk University (across Jefferson St from the Project site) and Meharry Medical College (located one block further south along Dr. D B Todd Jr Blvd, the Project's western boundary), as well as TSU. HBCUs play a critical role in the region's economic vitality, educating thousands of students each year. HBCUs play a prominent national role, helping Black Americans take leadership roles in politics, business, medicine, science, and engineering.

Fisk University is home to the Fisk Jubilee Singers (one of the sources of Nashville's Music City moniker). Fisk students were central to local and national organizing for the Civil Rights Movement. Today, Fisk is critical to linking Black students to employment, with a job placement rate ahead of Vanderbilt University and the University of Tennessee.

Meharry Medical College is a major center for the education and training of source of Black doctors and dentists nationally, accounting for as many as 20% of Black dentists in the country. Meharry has played a key national, state, and local role in response to the coronavirus, shaping policy and outreach throughout the pandemic, conducting vaccination trials, and working to improve equity at all stages of response to the virus. I-40 bifurcated much of North Nashville from these key institutions. Rebuilding a safe connection at this vital location will reconnect the community. Moreover, a potential future addition to the cap, a recreation center to serve these two institutions and the broader community, will further help to reknit the community together by building a shared space to promote health and wellness.

### ***Equitable Development for a Historically Black Business District***

Beyond these two educational institutions, the Project will help revitalize a historically significant Black business district. Building on insights provided by a 2014 study of other successfully revitalized Black business districts, the Project will provide an enhanced physical environment in which to catalyze retail opportunities along the corridor. A shared Common concerns among businesses in the district is the performance of Jefferson St itself. Business owners feel that it is predominantly a way for people to pass through the community. Creating a destination that draws people in from the

neighborhoods or gets people out of their cars can help to create the foot traffic that makes for an appealing place to start a business. Additionally, landing points for the connector on Scovel and especially on Jefferson St create opportunities to repair the community and bring public spaces, commerce, housing, health and educational opportunities back together.

### ***Equitable Access to Nashville's Booming Economy***

Nashville's Black community experiences unemployment at twice the rate of white, non-Hispanic Nashvillians. At the outset of the ongoing pandemic and recession, North Nashville saw a greater concentration of unemployment claims than the county as a whole. In the Census tract on the north side of the Project (across the interstate from Jefferson St, the HBCUs, and connections to Nashville's urban job centers), 23% of the working age population filed for unemployment, among the 10 highest Census tracts in the county. North Nashvillians also experience other intersecting factors, including discrimination in the labor market and less household wealth. The 37208 zip code within North Nashville was also highlighted in 2018 as having the highest incarceration rate in the country.

The Project will tie these neighborhoods more closely to the economic growth engines of Middle Tennessee in Downtown, Midtown, and the Vanderbilt/Belmont University areas. Prior to the pandemic, these areas experienced intense employment growth. Because of this, the relatively higher unemployment rate of North Nashville means that a nearby pool of able workers are available, given safer, improved connections. Metro is also working to create the Central City Greenway, a 23-mile urban loop

connecting North Nashville with Downtown and the hospital and medical centers of Midtown. The Project connects to the planned loop through the 16th Ave N trail, which runs from Jefferson St to the rail line that forms the northern loop of the Central City Greenway. The 16th Ave North segment was recently funded as part of the same Council approval as preliminary planning for the Cap/Connector.

### ***Improving a Critical Logistics Interchange***

Nashville is a centrally located, growing logistics hub -- 50% of the population of the United States lives within 650 miles of Nashville. Because of this, freight on Nashville's urban interstates play an important role in the region's economy. The Interstate segments that would be addressed by the project host 13,500 truck trips daily, or 5.1% of all trips. Through 2045, the truck share of trips is projected to grow to 5.7%

The location of the Project is at a particularly critical location. Heading east, the Cap location immediately precedes a complex interchange with I-65 known as Trucker's Curve, for its tipping potential. In 2019, Trucker's Curve experienced 24 truck-related crashes, or nearly 1 in every 5 crashes on those segments.

To improve safety and performance of this critical logistical and commuter interchange, the Project will integrate upgraded safety, warning, and ITS systems to ensure the tunnel under the Cap is safe and to improve the safety of the existing system. Key elements include:

- Smoke detection within the tunnel
- Dynamic message signs to manage lanes under the cap deck

- CCTV camera systems to monitor traffic conditions and incidents
- Improved pavement markings, truck rollover signs and beacons, and dynamic messaging signs to improve clarity and guidance leading into this interchange

All dynamic components (signs and cameras) will be integrated into TDOT's SmartWay interstate management system.

### ***Economic Growth and Vitality***

While the benefit-cost analysis reflects quantifiable benefits, and the economic impact analysis reflects economic growth in a disadvantaged community, these tools are ultimately too limited in scope to reflect the full benefit to the community. Beyond its safety improvements, active mobility benefits, and better access to open space, this project attempts to make good on an offer from more than 50 years ago: to mitigate, at least somewhat, the deep damage done by the decision to realign the Interstates through North Nashville. The destruction of homes and businesses cannot be undone. But facing the deeper harm of all levels of government working together to disrupt a community in



Project location in context of existing and planned multi-use greenway trails connecting North Nashville to Midtown and Downtown



myriad ways, this project will take a critical step toward restorative work and toward the healing that North Nashvillians have long desired.

Relinking neighborhoods with one another, improving ties between neighborhoods and the businesses -- current and future -- on Jefferson St, and creating stronger ties between the historically Black community of North Nashville with the historically Black colleges and universities along Jefferson St can help sustain the community's hard-fought gains. These connections, and the ability to sustain them into the future, are the essence of the community.

The Interstates that cut through North Nashville were broad swaths that demolished blocks and displaced thousands at once, breaking the grid of streets that wove neighborhoods together. The logic of similarly sweeping reconstruction -- a grand plaza that spurs intense redevelopment, ultimately paid for by returns to Metro's tax base -- would create similar damage by reviving past wrongs of over-stepping the community and displacing existing residents. A small scale intervention, albeit with modest quantifiable benefits and only limited redevelopment potential, is the most appropriate choice. The Project will provide community space that stitches together neighborhoods, businesses, and educational institutions in a manner and through an approach that fits into the existing scale of the community. In doing so, it will serve as a model for other disadvantaged communities throughout the country for whom redevelopment is a threat and not a solution.

## **b. Key Program Objective #2: Climate Change and Environmental Justice Impacts**

The unprecedented scale and scope of the global pandemic has put the design and structure of cities in the spotlight. Access to green and open space for physical and mental wellbeing is more important now than ever, and the impact of reducing vehicular traffic is reaping air quality benefits across the globe. Cities are confronting a unique opportunity to replan their public realm, rebalancing human health and equity with essential infrastructure. Many cities across the U.S. are faced with the decision of repairing or replacing old highways: This critical juncture opens up opportunities for healthier and green infrastructure decisions, including capping and replacing elevated highways with parks and green space; healing neighborhoods bifurcated by highway construction; rerouting and replanning with better shared accommodation for cars, bicycles, and pedestrians; and ways of sharing infrastructure costs and uses in public-private partnerships. Reimagining these highway landscapes is a critical planning element of urban cores and can be a blueprint for rebalancing their long-term health, equity, and economic vitality.

### **Urban Heat**

Nashville, like other American cities, faces increasingly unbearable summers—however, the heat is not distributed equally. Low-income and minority neighborhoods like North Nashville can get significantly warmer than their surrounding areas due to the urban heat island effect. These areas typically lack trees and other cooling infrastructure that provide shade during the day, and stay uncomfortably warm at night as the heat absorbed by impervious surfaces escapes back into the air.

Since 2008, Nashville’s tree canopy in the urban zone has fallen from 28% to 24%—far below comparable cities across the country. The Tennessee Division of Forestry estimates Nashville has lost approximately 9,000 trees per year for the last eight years. In 2018, Metro-Nashville Government launched a campaign to plant and care for 500,000 trees across Nashville by 2050 in collaboration with private, nonprofit, and philanthropic partners. The campaign is designed to increase the city’s tree canopy and create a more equitable distribution of the health and sustainability benefits of urban trees across all neighborhoods.

The first wave of Root Nashville tree plantings is focused on the area concerned for this grant application, North Nashville, where the addition of new trees could significantly improve public health, environmental quality, and social equity outcomes.

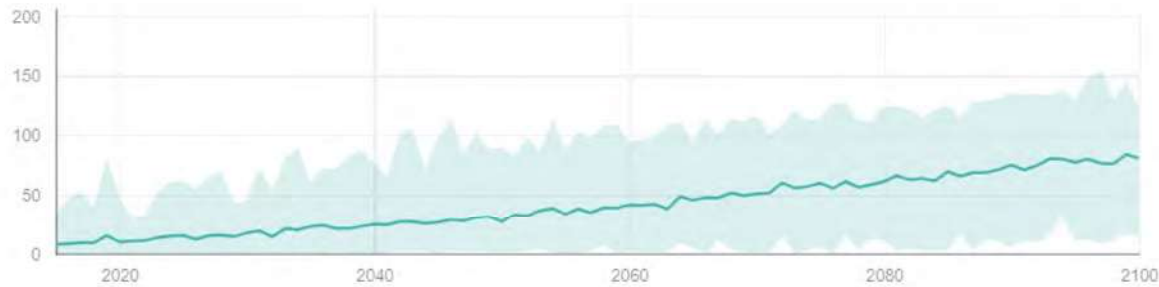
The Project will add significant green space and tree plantings at a site with high levels of pavement that contributes to North Nashville’s urban heat island effect. On extremely hot summer days, these trees will help people vulnerable to heat stress and exhaustion: outdoor workers, the unhoused, and our senior citizens. In this sense, access to shade can sometimes literally

be a matter of life and death. Because of this, the Mayor’s Sustainability Advisory Committee recommended a park cap over I-40 at Jefferson St. The Committee’s recommendations are a repository of idea for Nashville’s forthcoming Climate Action and Adaptation Plan.

The Committee’s adaptation section also recommends a network of resilience hubs to protect vulnerable community members from the effects of increased heat and other effects of climate change. The Project will be designed to support the addition of a community and wellness center. This center would also serve as a resilience hub.

Stormwater

The Project will model its environmental features after other national, peer-city examples of successful park cap projects such as Klyde-Warren Park in Dallas which in 2014 was awarded LEED-Gold certification from the U.S. Green Building Council. By constructing a park over an active interstate, Klyde-Warren Park sequesters an estimated 18,500 pounds of CO2 annually through newly planted trees, intercepts 64,000 gallons of stormwater runoff, and boasts a marked reduction in temperature (20-45 degrees in shaded areas), air pollution and noise. Like the Klyde-Warren precedent, cap park will



Forecast of annual extreme heat events through 2100 in Davidson County.  
Source: temperate.io

feature a palette of regionally-appropriate trees, shrubs, and ornamental plantings – a majority will be native or adaptive to the Middle Tennessee area, giving the cap park a distinct sense of place in the community. These plantings will connect with ecological needs of the surrounding environment, stimulating species habitation and bridging a divide caused by a highway corridor.

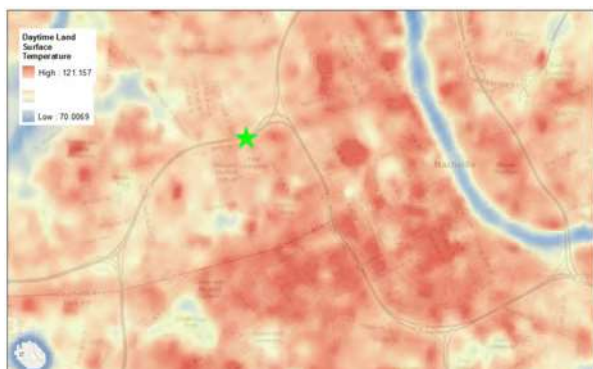
Planting beds, lawns, and gravel surfaces on the park cap will be majority permeable, compared to the 100% impermeable freeway it would cover. Design strategies and tactics will be put in place to manage fresh water as a sustainable resource. In addition to the trees and plantings that are included in the Project budget, Metro seeks to work with non-profit and private institutions to continue this type of investment for the long term.

Rain gardens, bio-swales, new trees, and landscaping atop and nearby the proposed cap park will allow Metro to use green infrastructure to reduce the urban heat island, create a comfortable environment for walking and biking, and locally detain polluted stormwater that currently runs into creeks and other waterways in the vicinity. More natural methods of stormwater management will help the city reduce runoff and its associated

negative effects, like contamination of local fresh water. Urban Bioretention areas can offer up to 40% runoff volume reduction, according to the Metro Water Services Low Impact Development Manual. New trees and landscaping features atop the park cap will also contribute to cleaner air.

One major outcome of the 2016 USDOT Every Place Counts Design Challenge was the addition of a new pocket park on Jefferson St; a reflection of design and access to this new adjacent greenspace will be incorporated into the planning and design process. The Project will also address concerns over stormwater runoff and flooding on Jefferson St, which came up at the two-day Every Place Counts summit hosted by Metro and USDOT. With rising property costs the park is seen as a way to provide local ownership and pride to North Nashville.

The Project will incorporate features similar to the new pocket park at 1606 Jefferson St. This project capitalizes on a 0.4-acre above-ground parcel for a stormwater detention site, owned by Metro Water Services, to detain stormwater in underground cisterns, located in the heart of the corridor. The park, named after North Nashville entrepreneur Kossie Gardner Sr., has recently opened as a civic space where Nashvillians can engage history, culture and community—with a play area, plaza space, lawns, bio-retention pits, and a public-art mural wall. The project has been funded by MDHA through a community development grant.



Daytime land and surface temperature

### c. Key Program Objective #3: Racial Equity and Barriers to Opportunity

As shown in the figure below, the Project is located in a highly impacted Environmental Justice (EJ) community at the intersection

of two federally designated Opportunity Zone (Census Tracts 47037013900 and 47037014200) and within a federally designated Promise Zone (Nashville Promise Zone, subzone 5. See the map below.

The Project stitches back together access, investment, and entrepreneurship in the community to advance racial equity and reduce systemic barriers to opportunities in areas of concentrated poverty. The Cap/Connector will foster a vibrant revitalization to a neighborhood with diverse housing options that welcomes new infill development while protecting current residents, supporting local businesses and institutions, and encouraging new investment. Nashville will involve the community in defining a Project and cap area that celebrates local history and culture while harnessing new energy and opportunities in North Nashville.

### ***Reducing Concentrated Poverty***

North Nashville contains several neighborhoods that have long been mired in poverty. An assessment in 2015 found that most Census tracts in North Nashville were chronic high poverty tracts, from 1970 to 2010. A 2018 Brookings Institute study identified that residents in the Nashville zip code 37208 have the highest incarceration rate in the country. The 37208 committee formed out of an effort to understand the racial barriers and discussions of racial equity in the community. The lack of access to resources necessary for thriving—affordable housing, healthcare, education, access, career pathways and opportunities for wealth building, and so much more results in contact with the criminal legal system.

The deadly cycle of poverty and incarceration in 37208 is rooted in a long history, beginning at least 150 years ago with the racialized systems and practices that have shaped

our country into what they are today. From slavery to the development of the prison system to Jim Crow to redlining, every neighborhood in the United States has been impacted by deliberate, systemic inequality and institutional racism.

The Project provides the opportunity to address the recommendations from the 37208 committee. The Project increases opportunities for and significantly increases investments in positive youth development, by increasing access to safe public space. It also provides community access to the anchor institutions in the area, rebuilding the link between North Nashville neighborhoods, Jefferson St businesses, and the HBCUs. Further, the potential addition of a recreation center and nearby affordable housing increases access to health and wellness throughout the community.

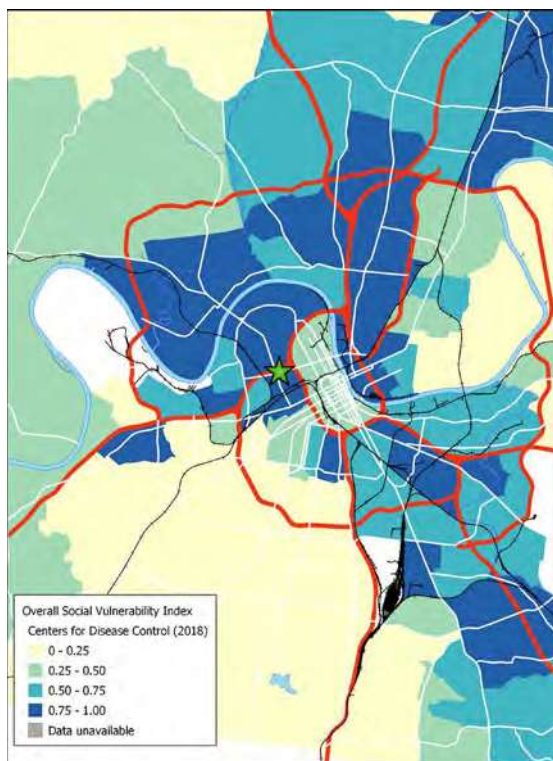
### ***Equal Access To Public Spaces***

The Project will energize Jefferson St and the broader North Nashville community by providing an infrastructure investment that leads to opportunity and resources for this historic area of Nashville. This Project provides access, investment, and entrepreneurship. Barriers like unequal access to public space are addressed in this Project. Adding public space back to the community improves relationships and should be considered with recommendations on improving public safety.

### ***Community Involvement***

Metro has conducted extensive community engagement in North Nashville in recent decades. However, difficulties in acquiring funding or implementing plans have led to frustration and cynicism among North Nashville residents and stakeholders. Most recently, USDOT's Every Place





Environmental Justice communities in Nashville, according to the Centers for Disease Control's Social Vulnerability Index

Counts Design Challenge began to create a vision for transportation infrastructure through a two-day community charrette. The community looked to the challenge for help in improving connectivity, plan for aging infrastructure, connect past work with ongoing efforts, and to explore a cap of the highway. However, in the years since the Every Place Counts event, the lack of funding opportunities focused on healing the divides caused by past decisions means that the visionary work of Every Place Counts has been left unfulfilled.

Metro is partnering to fund preliminary planning and conceptual design of the Project. Community engagement will be a critical element in these early stages, to fully define the project's goals, outcomes, and benefits. However, without a strategy for

fully funding the project, early engagement will face headwinds from decades of earned cynicism. Our intent is to set a national standard for a community-driven design process working to heal the damage caused by past decisions.

Metro will work with community partners to establish clear understanding of the project's parameters, and then engage widely to ensure that anyone in North Nashville with an interest in the Project is able to help shape the project's outcomes.

### **Equity By Design**

Equity By Design is an explicit equity lens on infrastructure projects that was developed in Metro's Transportation Plan.

Using Equity By Design, we are sharpening our aim toward a performance-driven transportation system that is efficient, effective and accountable in planning, design, and implementation. Equity in our system performance is well supported by including equity in the design of each project that makes up the system. Equity By Design prioritizes community input and is explicit about equity in the design process of projects. Equity By Design questions how a project meets certain equitable criteria concerning accessibility, connectivity, populations of varying age, safety, outreach, and environmental throughout project design and implementation. This tool is intended to be broad, comprehensive, and open ended so that the design of each project will fully describe how that metric is being met.

### **Policy Changes Advancing Racial Equity**

The Project will also be implemented by Metro and TDOT to foster opportunities for Minority and Women-Owned Business Enterprise (MWBE) inclusion efforts.

Through procurement regulation changes underway, Nashville is implementing a race- and gender-neutral program that establishes a contract threshold, under which certain contracts become eligible for designation to only be bid on by small business in accordance with SBA guidelines. The program will also provide more time for prime contractors and subcontractors to plan for and prepare timely bids. This is to increase the ability for firms to form joint ventures or teaming arrangements and to obtain any needed support services. Metro is developing an enhanced communications plan for how it will better assist the W/MBE Business community in understanding its programs, implementations and how to prepare for future procurement opportunities.

#### **d. Key Program Objective #4: Leveraging of Federal Funding**

Metro intends to leverage the \$72 million INFRA grant requested in this application with \$48 million in multi-year local funding commitments, as described in previous sections of this application. Metro Council has approved an initial \$20.3 million from the Capital Spending Plan (CSP), which is the authorizing legislation for the issuance of General Obligation bonds. This includes \$5.8 million authorized specifically for the Project as well as an additional \$14.5 million in funding set aside for partnership opportunities. The remaining \$27.7 million cash match is included in Metro's six-year Capital Improvements Budget awaiting council approval to add to the CSP.

The Project's financial plan does not include other federal funds that pass through TDOT, Metro, or others. Metro is also delivering the Project in partnership with TDOT using an innovative and progressive design-build delivery approach. As described

below, this innovative delivery approach will reduce costs, which will leverage both the INFRA investment and Metro's local funding commitments to the project. Metro also anticipates the inclusion of several community and private partners, including a potential partnership with Amazon, that could further leverage the federal and local investment during the community-driven design phase of the Project.

The Project also builds on and leverages previous local, state, and federal participation in the USDOT's Every Place Counts program, referenced throughout this application. In addition, the Project will reinforce and support federal and local transportation investments into project-area-adjacent sections of Jefferson St that are identified in the MPO's FY20-23 TIP as Jefferson St Corridor Intersection Improvements (TIP Project #2004-005).

#### **e. Key Program Objective #5: Innovation**

Metro will partner with the TDOT for the delivery of this project utilizing the "Progressive Design-Build" alternative contracting method. Progressive Design-Build (PDB) facilitates involvement of the design-build team during the earliest stages of the owner's project development, ensuring they are part of the project team developing design solutions. This promotes the greatest amount of collaboration between the three key players in a construction contract – the owner, the designer and the contractor.

Compared with the traditional Design-Bid-Build project delivery method, PDB offers potential time and cost savings. The PDB projects combine the design and construction phases of a project into a single contract. This reduces costs without reducing quality,

since construction can begin while the plans are still being developed. Since the Design-Build is responsible for both design and construction activities, this reduces the potential for cost increases due to design errors, and/or for discrepancies between design plans and construction activities.

Design Build project delivery method that combines all or some portions of the design and construction phases of a project - including without limitation design, right-of-way acquisition, regulatory permit approvals, utility relocation, and construction - into a single contract. The Metro and TDOT will clearly define the standards and general specifications they expect for a project, and the design-builder works to satisfy those requirements.

### ***A National Model for Community-Driven Design***

The Project will serve as an important national model for communities across the country as they revisit the negative impacts created by the construction of the Interstate System in primarily Black communities.

Many communities continue to have a strong distrust in an infrastructure planning process that has historically excluded them. The Project proposes a community-driven approach to re-establish trust in planning and implementing projects. Additionally, Metro will pair the Project with investments in affordable housing around the project site to mitigate likely increases in property values leading to gentrification and displacement. This approach to mitigating gentrification was recommended by a 2018 Transit and Affordability Task Force and adopted as part of the 2020 *Metro Nashville Transportation Plan*.

### ***Mitigating Gentrification***

In Davidson County, Metropolitan Development and Housing Agency (MDHA) Redevelopment Districts have been used to help capture and reinvest revenues in a designated area into affordable housing units, transportation and other infrastructure, retail and office uses. With the use of tax increment financing (TIF), developers can receive financing through the MDHA to develop affordable and workforce housing and commercial space in developments near and adjacent to the Project. Community Benefits Agreements between MDHA, Metro, and neighborhoods would also be a desirable and available tool in MDHA Redevelopment Districts. These agreements can address:

- Affordable housing and related wrap-around services in North Nashville;
- Jobs and workforce development in North Nashville;
- Improvements to infrastructure in neighborhoods to interface well with the new I-40 cap park; and
- Neighborhood amenities (such as sidewalks, greenspace connections, parking, bike lanes, or community centers).

Metro and MDHA would work with neighbors and businesses to establish a TIF framework well in advance of constructing an I-40 cap park so that the market has ample opportunity to build MDHA incentives into market prices. This TIF framework would work seamlessly with Metro Planning's requirements for allowing builder-developers any increases in zoning and density entitlements. Other strategies and tactics Metro and MDHA would pursue to help preserve affordable housing and commercial space on and around the Jefferson St corridor, in advance of and as the cap project is being constructed, might include:

- Involving Community Development Financial Institutions (CDFI) and other alternative sources of capital to help finance affordable housing and commercial space.
- Thoroughly review all MDHA-TIF and PILOT program incentives to maximize their potential impact on both preservation and development of affordable housing and commercial space for small businesses.
- Establish a clear channel of communication between Metro Nashville and landlords and/or property owners to encourage stabilization of affordable rent for housing and commercial space on/ around Jefferson Street.
- Pilot an investment cooperative along the Jefferson Street corridor, where a private group could contribute funds to help purchase a building(s) and rent to local small businesses at reasonable rates.
- Align MDHA-TIF with the catalyzation of development projects that could deliver essential services to the community: daycare, physical and mental health clinics, groceries, coffee shops/3rd spaces, community centers, workforce training, other Metro services (business licenses, social-service benefits, employment centers, financial counseling).
- Partner with MDHA to explore the use of Community Development Block Grant (CDBG) funding to support business development and employment growth efforts on/around Jefferson Street.
- Work with the Jefferson United Merchants Partnership (J.U.M.P.) to survey area small-business owners to solicit their feedback about their concerns, needs, and wants. Build a community team to address these

concerns and to transparently share information about the I-40 cap project.

- Partner with resource agencies such as the Nashville Area Chamber of Commerce, Pathway Lending Women's Business Center, the Nashville Business Incubation Center, the Nashville Area Black Chamber of Commerce, and the Nashville Entrepreneur Center to help develop a vision for small-business preservation and development along the Jefferson Street corridor.
- Engage local Community Development Financial Institutions and Community Development Corporations to serve as fiscal agents so that programmatic funding flows through resource-chains that are hyperlocal to the Jefferson Street and North Nashville community.
- Involve and fund nonprofit service providers, cultural organizations, and other community groups to assist with outreach and communication on the I-40 cap project; support these organizations' existing and ongoing work in stabilization of market pressures on residential and commercial real estate along the Jefferson Street corridor.

## **f. Key Program Objective #6: Performance and Accountability**

### **Performance**

Once completed, the Project will become part of Metro and TDOT's inventory of transportation assets. Metro and TDOT will track ongoing maintenance and management of the Project as a significant new transportation asset. Metro relies on G.O. bonds to fund maintenance and asset renewal of transportation projects and recreation facilities. Metro issues G.O. bonds in most years through a capital spending



plan approved by the Metro Council. Road reconstruction, paving, bridge projects, and park maintenance are routinely included in these bond issuances. Specific maintenance projects are prioritized based on a regular cycle of condition assessments.

## Accountability

Metro will work with TDOT and other Project partners to set performance objectives and metrics and a monitoring process to track if the Project is achieving the stated objectives. The monitoring process will include the following elements to assure the accountability of the implementing agencies:

- **Community Involvement:** Metro will implement a community involvement program and will monitor key performance measures including the number of community outreach events held, attendance, contacts and communications made through websites and social media, speaking engagements and speaker requests, and other associated measures. Metro will also monitor responsiveness to issues and concerns raised by the community.
- **Project Development Process:** Metro and TDOT will be implementing the Project through an innovative progressive design-build process. Key measures will be monitored to assure that the Project advances in a manner consistent with key milestones established.
- **Monitoring and Evaluation:** Metro and TDOT will work with other project partners to develop a monitoring and evaluation plan to track Project progress toward advancing equity, economic development, employment opportunities, community health, access and mobility, and other related objectives. On-going data to be monitored will include pedestrian and bicycle use, traffic

volumes, accidents, and noise and air quality readings.

- **Lifecycle:** Metro, through our Parks Department and partners like Greenways for Nashville, will be responsible for the on-going operations and maintenance of the Project, with TDOT continuing to maintain the interstate. This will assure that lifecycle needs of this important community asset will be addressed.

## VI. Project Readiness

Metro, in coordination with partners at TDOT and the Nashville Civic Design Center, have assessed projects risks associated with technical feasibility, project schedule, environmental documentation and other approvals, and engagement of the community. The approval process for each, along with other potential risks related to timing for spending obligated funds, are explained and considered in this section. In summary, based on the risk assessment, this project is reasonably expected to begin construction within 18 months of receiving funds. While a range of mitigation strategies will be identified through preparation of environmental documents and other plans, previous work has addressed two major factors: community engagement and technical feasibility.

### Project Schedule

The detailed project schedule presented below identifies all major project milestones. It demonstrates that Metro, in partnership with TDOT, will complete all necessary activities in a timely manner to ensure that obligation of INFRA funds occurs sufficiently in advance of the September 30, 2024 statutory deadline. This schedule demonstrates that unexpected delays will not put funds at risk of expiring before they

are obligated, that the project can begin construction quickly upon obligation of INFRA funds, and that the grant funds will be spent expeditiously once construction starts, and that all ROW acquisition will be completed in a timely manner, in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements.

## Information about NEPA status of the project

NEPA work associated with this project is anticipated to begin in July 2021, made possible by Metro Council investment in the project with its adopted FY22 capital spending plan (and future FY spending plans) discussed elsewhere in this application. In preparation of this application, however, Metro has provided a high-level fatal flaw analysis regarding various NEPA-related milestones and reviews necessary to advance.

Action	Schedule
Implementation agreements	FY22-24
State Planning approvals TIP/STIP)	FY22
Council approval of financing	FY22
Start NEPA	FY22
NEPA completion	FY22
Design completion	FY22
ROW acquisition	FY23
Approval of plans, specifications and estimates	FY23
Procurement	FY23
State and local approvals	FY22-FY23
Project partnership (TDOT Design / Construction innovative delivery, US DOT)	FY22
Construction start	FY22

Based on the information available at the current phase of the project, Metro and TDOT anticipate that the NEPA class of action for this project will be a D-List Categorical Exclusion based on minor ROW, and an ultimate decision of no significant environmental impacts. Regarding Section 4(f) use, this project assumes no adverse effect and Section 4(f) de minimis. If individual 4(f) evaluations are required, that could have schedule-timing implications and potential NEPA class of action implications. Lastly, maintenance of traffic will need to be addressed in the NEPA document, particularly with respect to potential I-40 disruptions. See sidebar entitled "Environmental Summary" for a summary of environmental and other related conclusions of prescreening.

## Information on reviews, approvals, and permits by other agencies

The proposed project will require reviews or approval actions by multiple agencies. The D-List CE will need to be reviewed by TDOT and approved by FHWA. The supporting technical studies, if not done by TDOT, will need to be reviewed and approved by TDOT. A summary of the preliminary risk assessment conclusions is also presented in the sidebar entitled "Environmental Summary".

## Engagement

While public engagement for the project occurred during *Metro Nashville Transportation Plan* and *Every Place Counts*, both of which are described elsewhere in this application, discussions of caping the interstate have been going on for much longer. While public engagement is not required for D-List CEs, it is anticipated that FHWA would require some form of public

## ENVIRONMENTAL SUMMARY

- No streams or wetlands, protected or endangered species, floodway or floodplain farmland, or LCWF-funded recreational properties (Section 6(f)) present
- Anticipate no negative air quality impacts
- Anticipate (after construction) that noise levels will not increase and anticipate the cap will have noise-reduction benefits
- Anticipate the project will be identified as a Type 1 project
- Section 4(f)/Section 106 review for required properties, but anticipate historical resources review would return a finding of no adverse impact. Relevant properties include:
  - Kossie Gardner Sr. Park located at the terminus of 16th Ave N (to be enhanced with completion of project.
  - Fisk National Register District and contributing properties (1 NR and 1 NRE)
  - Jubilee Hall National Landmark (Fisk)
  - Metro Historical Commission staff previously identified 3 additional worthy of conservation properties nearby, .
- Anticipate no negative impacts to cultural and archaeological resources (environmental reviews for previous projects found no resources
- Anticipate Native American consultation
- EJ assessment anticipated to show presence of minority/low-income populations, but it is also anticipated that the project will not have disproportionately high and adverse impact on such populations.
- Hazardous Materials could be encountered due to gas stations, auto repair and dry-cleaning establishments no longer in business

engagement for this project. In addition, Metro's public engagement for developing this project would include a wide range of activities and will follow the Equity by Design model described in the Metro Nashville Transportation Plan. The Every Place Counts report on Nashville cited as a lesson learned the need to ensure that all stakeholders are engaged throughout the process rather than only the beginning of project development or joining after major design decisions have been made when changes to design become more complicated to implement. Metro's use of its Equity by Design Tool will ensure robust engagement throughout project development.

## Technical feasibility

Technical feasibility of the project has been reviewed by TDOT and determined feasible. A previous feasibility study coordinated by the Nashville Civic Design Center for a nearby section of I-40 identified no fatal flaws related to technical feasibility. NCDC, in partnership with Vanderbilt University engineering faculty and students, conducted a feasibility study for the area generally between Charlotte Ave and I-65. Within their analysis, the students and NCDC staff outlined the process of building the cap, and the opportunity it presented as a cornerstone public space project within Nashville. It is anticipated that further analysis as the project advances will show similar outcomes for the Project.

## VII. Large/Small Project Requirements

### Economic, Mobility, Safety Benefits

The Project is an investment to the North Nashville community. This investment provides a high-quality of life drawing visitors to Jefferson St to support local economic development. . Transportation improvements along the Project, as well as at critical intersections where Dr DB Todd Jr Blvd interfaces with the broader street and sidewalk network at Jefferson and Scovel. Active transportation and open space

features on the Project itself, to create a safe and welcoming pedestrian environment. The Project itself improves quality of life by providing high-quality public space, drawing visitors to Jefferson St to support local economic development, reducing exposure to air pollution, and reducing the heat island effect. Metro intends to pair investment in the Project with an affordable housing investment and other equitable development strategies to mitigate gentrification caused by this major new amenity and to provide North Nashvillians with safe and stable housing. Metro may pursue locating a community and wellness center at the Project, to support health and wellness activities for the community and for students, faculty, and staff at Meharry and Fisk.

## Cost Effectiveness

From a public benefits perspective, the Cap is anticipated to minimize noise impacts created by the Interstate System, while improving traffic flow and making critical safety, ITS, and crash reduction improvements to intersections and ramps leading to the high-incident interchange known as Trucker's Curve. It also improves active transportation facilities in the area, providing a relatively less expensive and more equitable way for residents to connect to employment centers, educational facilities, religious institutions, grocery stores, community and public services, as well as other special attractors.

A table summarizing the changes expected from the project is provided below. Monetized and qualitative benefits are both presented. Note that existing USDOT guidance related to benefit-cost analysis does not provide an approved approach for all the benefits included in this analysis. The BCA model allows benefits to be toggled on and off in the "BCA" worksheet.

The period of analysis used in the estimation of benefits and costs begins in 2019 and ends in 2044. Twenty years of benefits are included in the analysis, once the Cap is built and operational. The total (undiscounted) project costs are \$120 million in 2019.

A summary of the relevant data and calculations used to derive the benefits and costs of the project are detailed in the BCA model and supplementary documentation that accompanies this application. Benefits and costs are quantified in 2019 dollars. Based on the analysis, the project is expected to generate \$105.9 million in discounted net benefits and \$91.7 million in discounted costs, using a 7 percent real discount rate. The project is expected to generate a Net Present Value of \$14.2 million and a Benefit/Cost Ratio of 1.16.

In addition to the public benefits that this project is expected to generate, there is also an opportunity to generate jobs. The Estimates of Job Creation from the American Recovery and Reinvestment Act of 2009 study provided an estimate of the impact of the ARRA in terms of job-years. Specifically, the study suggests that it required approximately \$92,136 during the Obama Administration to create one job-year. Adjusting for inflation, our \$120 million project is estimated to support approximately 1,124 job-years. These jobs could be obtained by people across Metro, including the disadvantaged communities that were impacted by the original interstate construction.

While the benefit-cost analysis reflects quantifiable benefits, and the economic impact analysis reflects economic growth in a disadvantaged community, these tools are ultimately too limited in scope to reflect the full benefit to the community.



Beyond its safety improvements, active mobility benefits, and better access to open space, this project attempts to make good on an offer from more than 50 years ago: to mitigate, at least somewhat, the deep damage done by the decision to realign the Interstates through North Nashville. For reference please view the cost benefit analysis.

## **Freight Movement and Economic Vitality**

Nashville is centrally located, growing logistics hub--50 percent of the population of the United States lives within 650 miles of Nashville. Because of this, freight on Nashville's urban interstates play an important role in the region's economy. The interstate segments that would be addressed by the project host 13,500 truck trips daily, or 5.1% of all trips. Through 2045, the truck share of trips is projected to grow to 5.7%.

## **Preliminary Engineering**

The project is not based on preliminary engineering. Previously incurred expenses along Jefferson Street intersection is in the environmental phase. Preliminary engineering for the cap/connector will be done by Metro's Public Works department.

## **Stable Funding Sources**

The grant budget includes stable funding sources. At this time funding sources are INFRA and local funds. The allotted portion of Metro's match is currently in the CIB where Metro council will approve for CSP annually funds over a multi-year period. An initial \$5.8 million has been approved for funding.

## **Contingency Amounts**

Contingency amounts are available and have been budgeted in the construction budget. Currently, Metro has budgeted for contingencies at 10% for a total of \$8.8 million.

## **Project Without INFRA Support**

If INFRA is not awarded our project schedule would be delayed until funding from the CIB could be made available for allocation to the CSP. In light of COVID-19 recovery, this process could take up to seven years to achieve. The project cost of \$120 M would increase with inflation; our objective is for the project scope to remain unaffected.

## **Obligation Date: 12/2021**

Assumes a 6/2021 award date.

## **Construction Start Date: 7/2022**

Changes to Baseline / Alternatives	Type of Impacts	Population Affected by Impacts	Benefits	Summary of Results (millions of discounted \$2019)	Section
Improve safety around Truckers Curve	Reduced risk of crashes	Local and through traffic	Supporting Economic Vitality by Improving Safety	\$32.40	
Improve safety on DB Todd Bridge		Local and through traffic		\$0.50	
Improved active transportation facilities associated with Cap	Reduced mortality benefits for new pedestrians & cyclists	Local and through walkers and cyclists	Climate Change & Environmental Justice Impacts	\$6.30	
	Trip quality benefits for existing pedestrians & cyclists			\$0.10	
	Reduced emissions due to modal shift from auto to active transportation	Members of the community, including disadvantaged populations		Not monetized [1]	
Reduced noise impacts for neighborhoods near existing interstate	Noise reduction benefit	Members of the community, including disadvantaged populations	Racial Equity & Barriers to Opportunity	\$63.10	
Park amenity benefits associated with Cap	Quality of life benefit	Members of the community, including disadvantaged populations		\$3.60	
Improved connectivity to special attractors	Better access to jobs, educational facilities, public services, etc.	Members of the community, including disadvantaged populations		Not monetized	
Increased retail activity	Opportunity for job growth and improved quality of life	Members of the community, including disadvantaged populations		Not monetized	

[1] Note that at this stage of project development, data were not readily available to understand what share of new cyclists and pedestrians would opt to walk or bike, rather than use their personal vehicle. Assumptions related to modal shift are further complicated as nearly 1/3 of households in zip code 37208 do not own a vehicle.

**BUDGET INFORMATION - Construction Programs***NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.*

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text" value="\$13,100,000"/>	\$ <input type="text"/>	\$ <input type="text" value="\$13,100,000"/>
3. Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Architectural and engineering fees	\$ <input type="text" value="\$10,500,000"/>	\$ <input type="text"/>	\$ <input type="text" value="\$10,500,000"/>
5. Other architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
6. Project inspection fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Site work	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
8. Demolition and removal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. Construction	\$ <input type="text" value="\$87,600,000"/>	\$ <input type="text"/>	\$ <input type="text" value="\$87,600,000"/>
10. Equipment	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11. Miscellaneous	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
12. SUBTOTAL (sum of lines 1-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
13. Contingencies	\$ <input type="text" value="\$8,800,000"/>	\$ <input type="text"/>	\$ <input type="text" value="\$8,800,000"/>
14. SUBTOTAL	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
15. Project (program) income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ <input type="text" value="\$120,000,000"/>	\$ <input type="text"/>	\$ <input type="text" value="\$120,000,000"/>
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X <input type="text" value="60"/> % Enter the resulting Federal share.			\$ <input type="text" value="\$120,000,000"/>

## Letters of support

- Congressman Cooper
- Tennessee Department of Transportation
- Greater Nashville Regional Council & Metropolitan Planning Organization
- Meharry Medical College
- Fisk University (pending)
- American Baptist College
- WeGo
- Harold Love
- Amazon (pending)
- Gideon's Army (pending)
- Magruder Center
- Citizens Trust Bank
- Metropolitan Development and Housing Authority
- Urban Land Institute - Nashville
- Tennessee Department of Health
- National Organization of Minority Architects, Nashville Chapter
- Civic Design Center
- Phillip & M. Simone Boyd
- Senator Brenda Gilmore
- Cumberland River Compact
- Honorable Lonnell Matthews, Jr.
- New Level Community Development Corporation
- Matthew Walker Comprehensive Health Center

JIM COOPER  
5TH DISTRICT, TENNESSEE  
HOUSE ARMED SERVICES COMMITTEE  
SUBCOMMITTEE ON STRATEGIC FORCES –  
CHAIRMAN  
SUBCOMMITTEE ON INTELLIGENCE, EMERGING  
THREATS AND CAPABILITIES  
SUBCOMMITTEE ON SEAPOWER AND PROJECTION  
FORCES  
COMMITTEE ON OVERSIGHT  
AND REFORM  
SUBCOMMITTEE ON NATIONAL SECURITY  
COMMITTEE ON THE BUDGET

Congress of the United States  
House of Representatives  
Washington, DC 20515

PLEASE MAIL TO NASHVILLE OFFICE:  
605 CHURCH STREET  
NASHVILLE, TN 37219-2314  
(615) 736-5295  
FAX: (615) 736-7479  
WASHINGTON OFFICE:  
(202) 225-4311  
FAX: (202) 225-1035  
WEBSITE: cooper.house.gov

March 18, 2021

The Honorable Pete Buttigieg  
Secretary  
United States Department of Transportation  
1200 New Jersey Avenue SE  
Washington, DC 20590

**RE: INFRA Grant Proposal for Interstate cap at I-40 in Nashville, Tennessee**

Dear Mr. Secretary,

I am writing to you once again, this time in support of Metro-Nashville's application to the Department's INFRA grant program to help construct an Interstate cap at I-40 in historic North Nashville. This project has strong support from the regional MPO, the Tennessee Department of Transportation, and the Federal Highway Administration—Tennessee Division.

In the mid-1940s, Jefferson Street and the surrounding neighborhoods in North Nashville became the central commercial hub for Nashville's middle-class African American community. But the construction of Interstates 40 and 65 in the late 1960s and early 1970s cut directly through North Nashville, displacing thousands of people and businesses and decimating the commercial, social, and cultural fabric of this historically black neighborhood.

The proposed cap over I-40 will allow Nashville to take major step forward in bringing the community back together and create increased prosperity in a historically significant neighborhood.

Thank you for your consideration of this project.

Sincerely,



Jim Cooper  
Member of Congress



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**COMMISSIONER'S OFFICE**  
SUITE 700, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2848

**CLAY BRIGHT**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

March 16, 2021

The Honorable Pete Buttigieg  
Secretary, USDOT  
1200 New Jersey Ave SE  
Washington, DC 20290

Dear Secretary Buttigieg:

The Tennessee Department of Transportation (TDOT) is pleased to submit this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap on I-40 in Historic North Nashville.

As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project, which will cover or "cap" I-40 with a bridge (and roughly 825-foot tunnel) between Dr. DB Todd Jr. Boulevard and 17th Avenue with the top of the bridge being utilized as a public space. The project will also include safety and intelligent transportation system (ITS) components to improve safety at "Truckers Curve," an area of I-40 notorious for frequent trucking accidents, and interchange improvements.

As was the case in many states in the 1960s and 1970s, the construction of the interstate system in Tennessee displaced many residents, businesses, and cultural venues in the North Nashville area, isolating some historically significant neighborhoods. The cap project will reestablish the connectivity of the local road network and create green space with bicycle and pedestrian paths that connect to the larger greenway-transportation network and transit service, along with new facilities where neighbors and organizations can host community meetings.

TDOT is pleased to work with USDOT, the Greater Nashville Regional Council, the Metropolitan Government of Nashville, and neighbors, churches, and businesses in the area on this project. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Clay Bright", is written over a light blue circular stamp.

Clay Bright  
Commissioner





March 15, 2021

The Honorable Pete Buttigieg  
 Secretary of Transportation  
 U.S. Dept. of Transportation  
 1200 New Jersey Ave SE  
 Washington DC 20290

**Subject: Support for I-40 Interstate Capping Project in Downtown Nashville**

Dear Secretary Buttigieg,

On behalf of Transportation Policy Board of the Greater Nashville Regional Council (GNRC) I would like to express support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. GNRC is recognized by as the Metropolitan Planning Organization (MPO) for the seven county Nashville metropolitan planning area which includes Davidson, Maury, Robertson, Sumner, Williamson, and Wilson counties.

As part of its Fiscal Year 2021-22 Capital Spending Plan approved by Metro Council on March 2nd, the municipality has put a \$6 million down payment (of a total \$28M local commitment) on the proposed project which is part of a larger vision for modernizing the 1960s era U.S. Interstate loop around downtown Nashville included in the region's adopted long-range transportation plan.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, however, displaced 1400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant neighborhoods. Overwhelming evidence points to the uniquely disruptive nature of a controlled-access highway as having decimated the commercial, social, and cultural fabric of an historic black neighborhood.

**Connecting Communities. Empowering People.**

220 Athens Way, Suite 200 • Nashville, TN 37228 • [GNRC.org](http://GNRC.org)

## Letter to The Honorable Pete Buttigieg, page 2

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Department of Transportation (TDOT) completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the “Gateway to Heritage” project. In 2016, this earlier community visioning work led Secretary Anthony Foxx’s Office to visit Nashville as part of the USDOT Every Place Counts Design Challenge, which specifically reached out to poor, minority communities subjected to bifurcation by Interstate highways.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America’s next “It City.” Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area’s rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

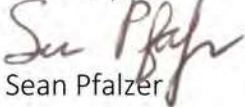
Additional thought and attention must be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the USDOT Every Place Counts Design Challenge for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and reconstitute the social cohesion that North Nashvillians once enjoyed.

Our organization agrees a bold, ambitious countermeasure is needed to remedy the 20th Century damage wrought by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to the larger greenway-transportation network and transit service –along with new public-meeting facilities where area HBCUs, NGOs, congregations, and neighbors can host communal gatherings– would go a long way toward improving the health (human and environmental), livability, and prosperity of this historic gem of a community—situated only a few miles from the regional jobs and economic hub of downtown Nashville.

We would be thrilled to work with USDOT, TDOT, the Metropolitan Government of Nashville-Davidson County, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal infrastructural injustices rendered to a majority African-American community.

GNRC supports Metro Nashville’s grant application and believes that implementation of the I-40 Interstate cap will serve as an important investment in Nashville, our region, and the State of Tennessee.

Sincerely,



Sean Pfalzer

Transportation Planning Manager

Cc: Members of the Nashville Area MPO Transportation Policy Board  
Clay Bright, Commissioner, TDOT  
Michael Skipper, Executive Director, GNRC





March 15, 2021

The Honorable Pete Buttigieg  
Secretary  
U.S. Dept. of Transportation  
1200 New Jersey Ave SE  
Washington DC 20290

Dear Secretary Buttigieg,

I am providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by the Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

The potential impact of the proposed Interstate cap cannot be overstated. I write in support of INFRA funding; and more accurately, in an appeal to support the first significant transportation project to redress the past atrocities that culminated in the decimation of a thriving black community when Interstate 40 ploughed through Jefferson Street, the main thoroughfare for black affluence. Jefferson Street, anchored by three Historically Black Colleges (Fisk founded in 1866; Meharry Medical College founded in 1876, and Tennessee A&I founded in 1912), was at that time central to black life and livelihood. By the end of the Second World War, the Jefferson Street area of North Nashville had become the commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s displaced 1400 North Nashvillians razed businesses and cultural venues, resulting in the isolation of these historically significant black neighborhoods. There is overwhelming evidence that the disruption caused by the interstate placement decimated the commercial, social, and cultural fabric of a historic black neighborhood, the effects of which we are still experiencing.

I proudly serve as the 12<sup>th</sup> President & CEO of Meharry Medical College where we remain a pillar along the Jefferson Street corridor and remain committed to illuminating the rich legacy of community. Meharry financially contributed to the "Gateway to Heritage" project that was the result of a 2012 Tennessee Dept. of Transportation community-engagement effort in partnership with Metro Government, an enclave of local businesses, and the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses. This community visioning work led to a 2016 visit to Nashville by Secretary Anthony Foxx's Office as part of the *USDOT Every Place Counts Design Challenge*, which specifically focused on poor,

minority communities subjected to Interstate-highway bifurcation. These projects, though well intended, did not have the transformational potential that the current proposed project offers.

The city of Nashville has been transformed, in particular over the past twenty years. With the tremendous growth of Nashville, the increased density of residential and business development expanding well beyond the core downtown area, there has been renewed interest in the Jefferson Street corridor. The eastern blocks of Jefferson Street, closest to the river, have experienced tremendous economic development, while the blocks closest to Meharry, Fisk, and the intersection of Interstate 40 remain noticeably blighted—a stark reminder of the 1968 disruption. Likewise, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

We are at a timely place in our national history to address the overlooked and forgotten spaces that remain strongly identifiable symbols of disparity in historically black neighborhoods. Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed. I agree a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, new facilities for the enjoyment and reconnection of the community could have immediate and generational impact, improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA.

We would be thrilled to work with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal 20th Century injustices rendered to a majority African-American community.

Nashville has sustained dynamic economic growth for the last decade-plus: Social, environmental, and infrastructural challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized public. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

A handwritten signature in black ink, appearing to read 'James E.K. Hildreth', with a stylized flourish at the end.

James E.K. Hildreth, Ph.D., M.D.  
President and CEO



March 18, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave. SE | Washington, DC 20290

Dear Secretary Buttigieg,

It is the social responsibility of American Baptist College, (ABC) to provide a support letter for a project that addresses decades-old injustices to the communities in North Nashville. This institution support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap park at I-40 in Historic North Nashville.

As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Department of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

Throughout the nearly 50 year period, from the end of the Second World War, in 1945, though the construction of I-40 in the late 1960s, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University. Though American Baptist College is not located in the Jefferson Street corridor, its students, faculty, staff and alumni were a part of this area, as residents, church membership and of course retail and entertainment participation.

Overwhelming evidence points to the disruptive nature of the Interstate as having decimated the commercial, social, and cultural fabric of a historic black neighborhood. According to reports, more than 620 homes, 27 apartment houses, six churches were demolished and 50 local streets were dead-ended. As the late Reverend Dr. Kelly Miller Smith noted, the interstate was "a bitter thing which tore the community apart." Once a thriving residential, business, entertainment and recreational center within the African-American community, I-40 dissected and decimated Jefferson Street.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Department of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation.

1800 Baptist World Center Drive / Nashville, TN 37207 / 615.256.1463

ABCNASH.EDU

I-40 Interstate Cap Park – Metro-Nashville – Letter of Support  
Page 1 of 2

Letter to The Honorable Pete Buttigieg  
 Page Two of Two  
 March 18, 2021

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America's next "It City." Further, the Jefferson Street and Dr. D. B. Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

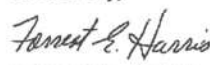
Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed.

American Baptist College agrees, a bold and ambitious countermeasure is needed to begin to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA.

As an institution that was a cradle of the Non-Violent activities in the Civil Rights activities of the 1960s and early 70s, we stand steadfast to support this project. With alumni such as the late Congressman John Lewis, who believed in getting into Good Trouble, and Rev. C. T. Vivian, who fought fiercely for voting rights, and both who received the highest civilian honor in the United States, the Medal of Freedom Award, have blazed paths for American Baptist College to stand boldly for this endeavor. We welcome the opportunity to work with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to begin the healing of 20th Century injustices rendered to a majority African-American community.

Nashville has sustained dynamic economic growth for the last decade-plus: Social, environmental, and infrastructural challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to a historically marginalized public. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

  
 Forrest E. Harris  
 President

FEH:mac

*I-40 Interstate Cap Park – Metro-Nashville – Letter of Support*  
 Page 2 of 2





**HAROLD MOSES LOVE, JR., Ph.D.**  
STATE REPRESENTATIVE  
58<sup>TH</sup> LEGISLATIVE DISTRICT  
425 5<sup>th</sup> Avenue North  
Cordell Hull Building – Suite 668  
Nashville, Tennessee 37243  
615-741-3831 (Office)  
615-253-0323 (Fax)

EMAIL: rep.harold.love@capitol.tn.gov

**HOUSE OF REPRESENTATIVES**  
**STATE OF TENNESSEE**  
**NASHVILLE**

**COMMITTEES**  
Education  
Local Government

**SUBCOMMITTEE**  
Education K-12  
Elections and Campaign Finance

**ASSISTANT DEMOCRATIC  
LEADER**

March 15, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

I am very pleased to provide this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University. The construction of Interstates 40 and 65 in the late 1960s and early 1970s displaced 1400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant neighborhoods. Overwhelming evidence points to the disruptive nature of the Interstate as having decimated the commercial, social, and cultural fabric of this historic black neighborhood.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the “Gateway to Heritage” project. In 2016, this earlier community visioning work led Secretary Anthony Foxx’s Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation. With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America’s next “It City.” Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area’s rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively repair the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed. I believe a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville’s larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA. I would be thrilled to work with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal 20th Century injustices rendered to a majority African-American community.

Nashville has sustained dynamic economic growth for the last decade-plus: Social, environmental, and infrastructural challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized public. I was born in North Nashville, currently live there and a major part of my Legislative District is North Nashville. The future of North Nashville is bright: I humbly request USDOT’s enthusiastic approval of Metro’s 2021 application for INFRA funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold M. Love, Jr.", written in a cursive style.

Harold M. Love, Jr., Ph.D.  
State Representative District 58



**BRENDA GILMORE**  
STATE SENATOR, DISTRICT 19<sup>TH</sup>  
DAVIDSON COUNTY

LEGISLATIVE OFFICE:  
768 CORDELL HULL BUILDING  
425 5<sup>TH</sup> AVENUE, NORTH  
NASHVILLE, TENNESSEE 37243-0154  
(615) 741-2453  
FAX: (615) 253-0361  
EMAIL: sen.brenda.gilmore@capitol.tn.gov

## Tennessee State Senate

NASHVILLE

DEMOCRATIC FLOOR LEADER

### MEMBER OF COMMITTEES

FINANCE

REVENUE SUB-COMMITTEE

PENSION & INSURANCE JOINT SUB-COMMITTEE

FISCAL REVIEW COMMITTEE

TRANSPORTATION

EXECUTIVE BOARD NATIONAL BLACK CAUCUS OF  
STATE LEGISLATORS (NBCSL)

EXECUTIVE BOARD NATIONAL CAUCUS of  
ENVIRONMENTAL LEGISLATORS (NCEL)

March 15, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

I am pleased to provide this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville in District 19. As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

Jefferson Street located in North Nashville is the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew three inspirations from Nashville's Jefferson Street. The area is home to three nationally renowned HBCUs, Fisk University, Meharry Medical College, and Tennessee State University with national alumni figure associations like Rep. John Lewis, Oprah Winfrey and Wilma Rudolph.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, displaced and isolated 1400 North Nashvillians and razed businesses and cultural venues in this historically black neighborhood.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America's next "It City." Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, and I support safe, comfortable places for walking and biking. I envision a beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings. This could go a long way toward improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA.

I am asking for additional thought and attention to be given to this area. Mayor John Cooper, in his newly-adopted transportation plan, has committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively mend the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed.

As the State Senator for District 19, I am prepared to work with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to help design and construct an I-40 cap park intended to heal 20th Century injustices rendered to a majority African-American community.

The future of North Nashville is bright I humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

A handwritten signature in black ink that reads "Brenda Gilmore". The signature is fluid and cursive, with the first name "Brenda" and last name "Gilmore" clearly distinguishable.

Brenda Gilmore State Senator, District 19br  
District 19



**Catholic  
Charities**  
Diocese of Nashville

**C.E. McGruder Family Resource Center**  
2013 25th Avenue North Nashville, TN 37208  
Office 615-242-1554 [cctenn.org](http://cctenn.org)

March 16, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

The C.E. McGruder Family Resource Center is providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As a community agency that works collaboratively with the members of the Metro-Nashville government, we understand the importance of connectedness and community building. Our local government has made allocations for the upcoming Fiscal Year 2021-22 Capital Spending Plan to support this proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

Prior to the construction of Interstates 40 and 65 in the late 1960s and early 1970s, the Jefferson Street area of North Nashville served as the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolph and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of these interstates displaced 1400 North Nashvillians and razed businesses and cultural venues therefore isolating these historically significant neighborhoods. Overwhelming evidence points to the disruptive nature of the Interstate as having decimated the commercial, social, and cultural fabric of a historic black neighborhood.

Community-engagement work has been conducted in partnership with Metro Government and a strong enclave of local businesses to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation.

Representation matters, and currently the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable

**Catholic  
Charities**  
*Diocese of Nashville*

**C.E. McGruder Family Resource Center**  
2013 25th Avenue North Nashville, TN 37208  
Office 615-242-1554 [cctenn.org](http://cctenn.org)

places for walking, biking and experiencing the sights and sounds delivered by the community that is North Nashville.

Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed. We agree a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA.

The C.E. McGruder Family Resource Center would be thrilled to partner with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal 20th Century injustices rendered to a majority African-American community.

Nashville has sustained dynamic economic growth for the last decade-plus: Social, environmental, and infrastructural challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized public. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,



Destini D. Burns  
Director  
McGruder Family Resource Center





March 15, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, however, displaced 1400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant neighborhoods. Overwhelming evidence points to the disruptive nature of the Interstate as having decimated the commercial, social, and cultural fabric of an historic black neighborhood.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America's next "It City." Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed. We agree a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA.

We would be thrilled to work with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal 20th Century injustices rendered to a majority African-American community.

Nashville has sustained dynamic economic growth for the last decade-plus: Social, environmental, and infrastructural challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized public. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff McGruder II', with a stylized flourish at the end.

**Jeff W. McGruder II**  
Chief Relationship Officer  
Citizens Savings Bank & Trust Co.  
1917 Heiman Street  
Nashville, TN 37208



A Service of Nashville MTA

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

John Cooper  
Mayor

Gail Carr Williams  
Chair

Janet Miller  
Vice Chair

Hannah Paramore Breen  
Member

Walter Searcy, III  
Member

Mary Griffin  
Member

Stephen G. Bland  
Chief Executive Officer

Edward W. Oliphant  
Chief Financial Officer

Bill Miller  
Chief Operating Officer

Rita Roberts-Turner  
Chief Administrative Officer

Trey Walker  
Chief Engineer

March 18, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville.

WeGo Public Transit is the marketing name for public transportation services operated throughout Nashville and 7 additional counties in Middle Tennessee through FTA funded grantees – The Metropolitan Transit Authority of Nashville and Davidson County, and the Regional Transportation Authority of Middle Tennessee.

The location of the Interstate cap in this project proposal is in the middle of one of the richest areas of public transportation service concentration in Nashville, with 3 bus routes in easy walking distance of this location, and 2 routes crossing immediately adjacent to the project site at the intersection of Jefferson Street and Dr. D.B. Todd, Jr. Boulevard. The site will have direct transit access to Downtown Nashville and Tennessee State University via WeGo route 29 and direct service to the Vanderbilt/Midtown area and WeGo Public Transit's new North Nashville Transit Center (currently in design) via WeGo route 25. The site is also adjacent to WeGo route 42, which serves the low-income neighborhoods of North Nashville. As such, community development opportunities facilitated by the cap would be easily accessible to a wide array of individuals throughout the city via public transportation; and any residential opportunities afforded by the cap would provide residents with easy access to the major employment, medical and commercial areas of the city.

Sincerely,

A handwritten signature in blue ink that reads "Stephen G. Bland".

Stephen G. Bland  
Chief Executive Officer

**Metropolitan Development and Housing Agency**  
701 SOUTH SIXTH STREET \* NASHVILLE, TENNESSEE 37206 \* TELEPHONE (615) 252-8400  
TELEPHONE DEVICE FOR DEAF (615) 252-8599

Saul Solomon  
Interim Executive Director

Mailing Address: P. O. Box 846  
Nashville, TN 37202

March 17, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville.

The Metropolitan Development and Housing Agency (MDHA) has a long history of supporting the Jefferson Street corridor and the surrounding community. In 2005, the Metro Council approved the Jefferson Street Redevelopment District authorizing Tax Increment Financing (TIF) in this corridor.

Since then, MDHA has assisted in the rejuvenation of the corridor through various programs including Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME) and Neighborhood Stabilization. The Agency also partnered in the U.S. Department of Transportation (USDOT) sponsored Gateway to Heritage Project.

Most recently, MDHA developed 10<sup>th</sup> & Jefferson, a 54-unit affordable and workforce housing development at 941 Jefferson St. in 2018. Last year, the Agency invested \$850,000 in CDBG funds for the development of the Kossie Gardner, Sr. Park at 1606 Jefferson St.

Today, MDHA has in excess of \$14 million of bonding capacity remaining in the district. These funds are restricted to the Jefferson Street corridor from 13<sup>th</sup> Avenue to 28<sup>th</sup> Avenue. Historically TIF has leveraged private investment 10 to one, which could spur \$140 million of total investment in this 15 block area.

We would be thrilled to once again work with USDOT, the Greater Nashville Regional Council, the Tennessee Dept. of Transportation, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal infrastructural injustices rendered to a majority African-American community.

Greater-Nashville has sustained dynamic economic growth for the last decade-plus: Increased social and environmental challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to a historically marginalized public. The future of North Nashville is bright; we humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

A handwritten signature in blue ink, appearing to read "Saul Solomon", is written over the "Sincerely," text.





March 12, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

On behalf of the Urban Land Institute(ULI) Nashville, I'm pleased to provide this enthusiastic letter of support for Metro Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville.

As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment out of a total \$28M local commitment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee. This letter represents equally robust support from the non-profit sector: ULI is a non-profit whose membership are dedicated to best practices in the use of land and in building sustainable, thriving, equitable cities.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr. and his colleagues, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College, where many of the civil rights/ anti-segregation activism was dreamed of and planned for. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

However, the construction of Interstates 40 and 65 in the late 1960s and early 1970s harshly displaced 1400 North Nashvillians, razed businesses and cultural venues, and tore apart these neighborhoods and the lives of their residents. Overwhelming evidence points to the disruptive nature of the Interstate as having decimated the commercial, social, and cultural fabric of this historic and once-vital black community.

Much of the impact of that decimation caused by transportation infrastructure continues on to this day: In 2012, the Tennessee Dept. of Transportation completed community-engagement work in partnership with local Metro Government, a strong enclave of local businesses, and the Jefferson United Merchants Partnership (J.U.M.P.) to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation.

With its proximity to Downtown, as well as the thriving historic Germantown neighborhood and its north Nashville environs, the Jefferson Street corridor is experiencing tremendous market-driven pressures to

enhance livability, healthy places, equitable and affordable development and prosperity just as Nashville takes the spotlight as America's next "It City." Further, the existing Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 simply do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking. Finally, not only was the community severed by the freeway but there remains a dearth of safe, active and passive community open space to serve and to re-connect adjacent neighborhoods.

Nashville Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed. ULI Nashville agrees that a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the resident and environmental health, livability, and prosperity of this valued gem of a community in Music City USA.

The Urban Land Institute has a history of supporting and celebrating similar capping projects in other cities across the country that have served to enhance, stabilize and lift up the quality of life in historically disinvested in neighborhoods: ULI Nashville will certainly continue that practice in our own community.

ULI Nashville members represent all of the industries working in the use of land and development/ design. For several years, we have dedicated resources, study and engagement to enhancing building healthy places, including north Nashville. Capping this 'freeway-cavern' would be a monumental step forward in revitalizing this historic neighborhood through collaboration; helping re-establish it as a vital community once more.

ULI Nashville would welcome the opportunity to work with USDOT, and to continue our valued relationships with TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal 20th Century injustices rendered to a majority African-American community.

Nashville has sustained dynamic economic growth for the last decade-plus: Social, environmental, and infrastructure challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a meaningful beginning of bringing shared prosperity to historically marginalized citizens. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,



Rose Faeges-Easton  
Sr. Director, ULI Nashville  
615-497-2603





March 16, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this enthusiastic letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville near the Jefferson Street corridor. The construction of Interstates 40 and 65 in the late 1960s and early 1970s displaced 1,400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant middle-class African-American neighborhoods. This resulted in devastating damage to the community's commercial, social, and cultural fabric that has persisted to this day.

With its proximity to Downtown, the Jefferson Street corridor is now experiencing tremendous market-driven pressures leading to new development and gentrification. Further, the Jefferson Street and Dr. D.B. Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking. We support this project as a bold and ambitious opportunity to remedy the damage rendered by high-speed, controlled-access highways.

Our environments are one of the most important influences on our health, and this project has the potential to heal this community and would serve as a powerful symbol of the city's and nation's commitment to equity and justice. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the physical, mental, and social health of this historic and significant community. We would be thrilled to work with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and the North Nashville community to move this project forward. We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely, on behalf of the Tennessee Department of Health's Office of Primary Prevention,

A handwritten signature in black ink, appearing to read "John W. Vick".

**John W. Vick, PhD, MS**  
Evaluation and Assessment Director  
Office of Primary Prevention  
Tennessee Department of Health

March 18, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

The Nashville Chapter of the National Organization of Minority Architects (NOMAnash) is providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

The proposed cap along the Historic Jefferson Street area of North Nashville is profoundly appropriate as this area was the central commercial, entertainment, higher education, and civil rights hub in Nashville's African-American community before the construction of I-40 which bisected the community and invariably cut off access and opportunity as a result.

NOMAnash's Gentrification Task Force Committee has studied the impact of the construction of I-40 in the 60s through North Nashville and this research supports that implications on the vitality of the community and the prosperity of its residents exists to this date. Our taskforce members are architects and designers, and many are Nashville natives who have experienced generational trauma in conjunction with the devastation to the North Nashville community which has made gentrification easy and displacement inevitable. Our research caused us to look back to October of 1967 when a 40-member citizen group, calling themselves the I-40 Steering Committee, began a legal battle against the proposed location of the new route of Interstate 40. The I-40 Steering Committee emphatically claimed that the construction of I-40 Tennessee A&I State University (now TSU), Fisk University, Meharry Medical College as well as drug stores, groceries, and cafes that were all within easy walking distance of the residents in the area would stop people from having direct access to these vital community assets. The roadway, the committee said, would isolate these African American-owned businesses from their clientele and financially devastate their community. The steering committee appealed to the U.S. Supreme Court, but they ultimately lost the battle. In 1968, the state resumed work on the project and now the Nashville community has witnessed the steering committee's predictions come to pass.

NOMAnash's Gentrification Task Force Committee is excited to support the interstate cap project requested in this grant proposal and is looking forward to any opportunity as minority architects and designers to contribute our knowledge and talents in working with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design to restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty, heal generational trauma, and rebuild equitable development that once thrived in this North Nashville predominantly African-American community.

Through an architectural lens, NOMAnash is witnessing unprecedented growth in the Nashville community over the past decade. Much of the development has caused the displacement of the North Nashville's indigenous African American community. The proposed cap over I-40 is an important project in this respect, as it addresses the goal of designing for the historical community that is in place and not for a community that will replace it. The future of North Nashville depends on the success of projects that are specifically designed with equitable development in mind. NOMAnash is in support of projects with these stated goals and we unanimously request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

A handwritten signature in black ink, reading "Valarie Franklin". The signature is fluid and cursive, with the first name "Valarie" and last name "Franklin" clearly legible.

Valarie D. Franklin, AIA, NOMA, NCARB  
NOMAnash Immediate Past President  
NOMAnash Gentrification Task Force – Committee Advisor



138 2nd Ave N, Suite 106  
Nashville TN, 37201

March 15, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan approved by Metro Council on March 2nd, the municipality has put a \$6 million down payment (of a total \$28M local commitment) on the proposed project, and has robust support from the regional MPO, the Tennessee Dept. of Transportation, and the Federal Highway Administration – Tennessee Division.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, however, displaced 1400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant neighborhoods. Overwhelming evidence points to the uniquely disruptive nature of a controlled-access highway as having decimated the commercial, social, and cultural fabric of an historic black neighborhood.

In 2002, our organization led an intensive community engagement planning process called *The Plan of Nashville* over the course of two years to ask residents of the central core of Nashville and surrounding neighborhoods what their vision was for the future of their communities. The resounding response from members of North Nashville was to try and undue the significant damage that was done by the construction of the interstates. And our *Plan* reflected that in its identification of ways to bridge over the interstate to help reconnect the neighborhoods that were shattered – to help rebuild connectivity. While this was a radical proposal at the time, we have never wavered in working towards implementing this vision to help restore the community – always working to keep the idea alive during planning processes being conducted by the city and state.

While much of the historic transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong collection of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate



138 2nd Ave N, Suite 106  
Nashville TN, 37201

overpasses with the “Gateway to Heritage” project. In 2016, this earlier community visioning work led Secretary Anthony Foxx’s Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to bifurcation by Interstate highways – resulted in a plan to cap the interstate in the location that this request is seeking to fund.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America’s next “It City.” Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area’s rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and reconstitute the social cohesion that North Nashvillians once enjoyed.

Our organization agrees a bold, ambitious countermeasure is needed to remedy the 20<sup>th</sup> Century damage wrought by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to the larger greenway-transportation network and transit service –along with new public-meeting facilities where area HBCUs, NGOs, congregations, and neighbors can host communal gatherings– would go a *long* way toward improving the health (human and environmental), livability, and prosperity of this historic gem of a community—situated only a few miles from the *regional* jobs and economic hub of downtown Nashville.

We would be thrilled to work with USDOT, the Greater Nashville Regional Council, the Tennessee Dept. of Transportation, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal infrastructural injustices rendered to a majority African-American community.

Greater-Nashville has sustained dynamic economic growth for the last decade-plus: Increased social and environmental challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized community. The future of North Nashville, with focused efforts like this, will be bright. We humbly request USDOT’s enthusiastic approval of Metro’s 2021 application for INFRA funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary", is written over a light blue circular background.

Gary Gaston, Chief Executive Officer





## Office of the Pastor

Rev. Napoleon J. Harris V  
1515 Ann Street  
Nashville, TN 37216  
615-262-9020  
napoleon.harris@gmail.com

March 15, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, however, displaced 1400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant neighborhoods. Overwhelming evidence points to the disruptive nature of the Interstate as having decimated the commercial, social, and cultural fabric of an historic black neighborhood.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America's next "It City." Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

I-40 Interstate cap park – Metro-Nashville – letter of support  
Page 1 of 2



Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed. We agree a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA.

We would be thrilled to work with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal 20th Century injustices rendered to a majority African-American community.

Nashville has sustained dynamic economic growth for the last decade-plus: Social, environmental, and infrastructural challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized public. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,



Dr. Napoleon J. Harris, V, Pastor  
First Baptist Church South Inglewood

*I-40 Interstate cap park – Metro-Nashville – letter of support*  
*Page 2 of 2*





# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**LONNELL MATTHEWS, JR.**  
**ASHFORD HUGHES, SR.**  
 Co-Chairpersons

Juvenile Justice Center  
 100 Woodland Street  
 NASHVILLE, TENNESSEE 37213



March 15, 2021  
 The Honorable Pete Buttigieg  
 Secretary, U.S. Dept. of Transportation  
 1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, however, displaced 1400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant neighborhoods. Overwhelming evidence points to the disruptive nature of the Interstate as having decimated the commercial, social, and cultural fabric of an historic black neighborhood.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America's next "It City." Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.



Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed. We agree a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA. We would be thrilled to work with USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal 20th Century injustices rendered to a majority African-American community.

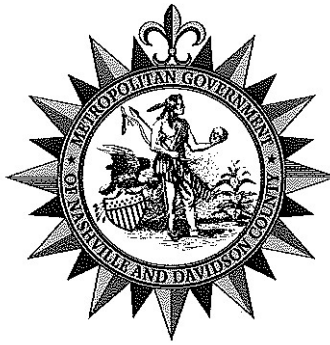
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Sincerely,

A handwritten signature in blue ink, reading "Lonnell Matthews, Jr.", with a stylized, flowing script.

The Honorable Lonnell Matthews, Jr.  
Davidson County Juvenile Court Clerk and MBK Nashville Co-Chairperson  
(615) 862-7996  
lonnellmatthews@jnsnashville.gov

ERICA S. GILMORE  
METROPOLITAN TRUSTEE



HOWARD OFFICE BUILDING  
700 2ND AVENUE, SOUTH, SUITE 220  
NASHVILLE, TENNESSEE 37210  
PHONE: 615-862-6330 | FAX: 615-862-6337

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NASHVILLE, TENNESSEE 37210

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@NASHTRUSTEE

March 16, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

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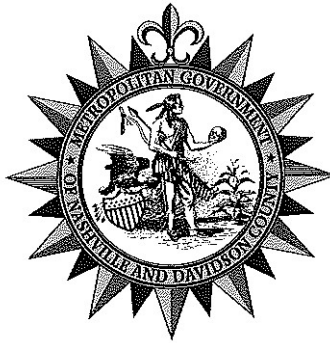
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ERICA S. GILMORE  
METROPOLITAN TRUSTEE



HOWARD OFFICE BUILDING  
700 2ND AVENUE, SOUTH, SUITE 220  
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P.O. BOX 196358  
NASHVILLE, TENNESSEE 37219

NASHVILLE.GOV/TRUSTEE  
@NASHTRUSTEE

Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social cohesion North Nashville once enjoyed. We agree a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to Nashville's larger greenway transportation system, and new public meeting facilities where area HBCUs and neighbors can host gatherings, would go a long way toward improving the health (human and environmental), livability, and prosperity of this absolute gem of a community in Music City USA.

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Sincerely,

Erica S. Gilmore  
Metropolitan Trustee

ESG: nc

# Phillip & M. Simone Boyd

---

Nashville, TN 37208

[571.243.6694](tel:571.243.6694)

[boyd551@gmail.com](mailto:boyd551@gmail.com)

---

18 MARCH 2021

**Secretary Pete Buttigieg**, U.S. Department of Transportation

1200 New Jersey Ave, SE

Washington, DC 20590

Dear Secretary Buttigieg,

We are writing to express **strong support for the Interstate-40 Cap** along Historic Jefferson Street in Nashville, Tennessee. The destruction of our community due to the construction of the interstate in the 1960s lead to numerous social, environmental and economic ills.

50 years later, we still have not fully recovered.

Before the construction of the interstate, the fabric of our community was strong. Elders remember calling Black-owned funeral homes if they needed a ride to the doctor or hospital. Children walked miles to swim at Hadley Park or the Eldorado Motel without fear of harm. And Black-owned businesses--drycleaners, juke joints, record stores and restaurants-- thrived with the support of the surrounding community.

But all that was lost.

The proposed interstate cap combined with deep community listening and culturally relevant design would begin to repair historic harm to our community. Thank you for your consideration.

With Gratitude and Joy,

**Phillip & M. Simone Boyd**



March 15, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan approved by Metro Council on March 2nd, the municipality has put a \$6 million down payment (of a total \$28M local commitment) on the proposed project, and has robust support from the regional MPO, the Tennessee Dept. of Transportation, and the Federal Highway Administration – Tennessee Division.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, however, razed hundreds of homes displacing families, destroyed over 80 businesses and cultural venues and isolated once thriving African American neighborhoods. The commercial, social and cultural fabric of this historic black community was decimated, as shown by overwhelming evidence.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to bifurcation by Interstate highways.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity. Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and reconstitute the social cohesion that North Nashvillians once enjoyed.



Our organization agrees an ambitious countermeasure is needed to remedy the 20<sup>th</sup> Century damage wrought by high-speed, controlled-access highways. A tree-lined green space with bicycle and pedestrian paths that connect to the larger greenway-transportation network and transit service –along with new public-meeting facilities where area HBCUs, NGOs, congregations, and neighbors can host communal gatherings– would go a *long* way toward improving the health (human and environmental), livability, and prosperity of this historic community—situated only a few miles from the *regional* jobs and economic hub of downtown Nashville.

We would be pleased to work with USDOT, the Greater Nashville Regional Council, the Tennessee Dept. of Transportation, the Metropolitan Government of Nashville, neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal infrastructural injustices rendered to a majority African-American community.

Greater-Nashville has incurred dynamic economic growth for the last decade-plus. However, this growth has increased social and environmental challenges with many left behind. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized public. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Terri Skipper", is written over a horizontal line.

Terri Skipper, Executive Director  
New Level Community Development Corporation





**MATTHEW WALKER**  
Comprehensive Health Center, Inc.

March 15, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan, approved by Metro Council on March 2nd, the local government has put a \$6 million down payment on the proposed project and has robust support from the Tennessee Dept. of Transportation, the Greater Nashville Regional Council (MPO), and the Federal Highway Administration of Tennessee.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, displaced 1400 North Nashvillians and obliterated businesses and cultural venues, isolating this historically significant area. Overwhelming evidence points to the disruptive nature of the Interstate as having decimated the commercial, social, and cultural fabric of an historic black neighborhood. Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

In 2012 the Tennessee Department of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to Interstate-highway bifurcation.

Because of its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America's next "It City." However, there needs to be a united and significant investment in this area to make this occur. As a member of the business community, Matthew Walker Comprehensive Health Center, Inc. (MWCHC) serves as an employer and icon of the Jefferson Street area. MWCHC was founded during the height of the Civil Rights Era to provide health and employment to people of color, by people of color, in their community. Today, we still see this as our prominent purpose recognizing that health equity now crosses race and ethnicity and includes sexual orientation, socio economic factors, education and so much more. The Interstate Cap would enhance the opportunities for our neighbors – our patients to live in safe environments, gain employment in their community and ultimately achieve improved health outcomes.

We believe in Mayor John Cooper's newly adopted transportation plan that is committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate Cap. This plan will effectively **restitch** the access, investment, and entrepreneurship needed to reduce concentrated poverty and rebuild the social

Matthew Walker Comprehensive Health Center, Inc.

I-40 Interstate cap park – Metro-Nashville – letter of support  
Page 1 of 2

cohesion North Nashville. We agree a bold and ambitious countermeasure is needed to remedy the damage rendered by high-speed, controlled-access highways. **Our community** should be afforded the same tree-lined green space with bicycle and pedestrian paths that are so easily provided in other Nashville communities with small minority populations.

Together, the USDOT, TDOT, the MPO, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street can design and construct an I-40 Interstate Cap that makes us equal to our neighboring communities, enhances our economic viability and improves our health. Therefore, we strongly support this application Metro Nashville's 2021 application for INFRA funds.

Sincerely,



Katina R. Beard  
Chief Executive Officer





March 19, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Dept. of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan approved by Metro Council on March 2nd, the municipality has put a \$6 million down payment (of a total \$28M local commitment) on the proposed project, and has robust support from the regional MPO, the Tennessee Dept. of Transportation, and the Federal Highway Administration – Tennessee Division.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, however, displaced 1400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant neighborhoods. Overwhelming evidence points to the uniquely disruptive nature of a controlled-access highway as having decimated the commercial, social, and cultural fabric of an historic black neighborhood.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to bifurcation by Interstate highways.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America's next "It City."



Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively re stitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and reconstitute the social cohesion that North Nashvillians once enjoyed.

Walk Bike Nashville agrees a bold, ambitious countermeasure is needed to remedy the 20<sup>th</sup> Century damage wrought by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to the larger greenway-transportation network and transit service –along with new public-meeting facilities where area HBCUs, NGOs, congregations, and neighbors can host communal gatherings– would go a *long* way toward improving the health (human and environmental), livability, and prosperity of this historic gem of a community—situated only a few miles from the *regional* jobs and economic hub of downtown Nashville.

We would be thrilled to work with USDOT, the Greater Nashville Regional Council, the Tennessee Dept. of Transportation, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal infrastructural injustices rendered to a majority African-American community.

Greater-Nashville has sustained dynamic economic growth for the last decade-plus: Increased social and environmental challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized public. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

Nora Kern  
Executive Director  
Walk Bike Nashville



March 15, 2021

The Honorable Pete Buttigieg  
 Secretary, U.S. Dept. of Transportation  
 1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

The Cumberland River Compact is providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan approved by Metro Council on March 2nd, the municipality has put a \$6 million down payment (of a total \$28M local commitment) on the proposed project, and has robust support from the regional MPO, the Tennessee Dept. of Transportation, and the Federal Highway Administration – Tennessee Division.

At the end of the Second World War, the Jefferson Street area of North Nashville became the central commercial hub for Nashville's middle-class African-American community—lined with stores, restaurants, and barbershops. The city's oldest black church congregations flourished here. Jefferson Street nightclubs hosted famous musicians like Jimi Hendrix, Ray Charles, Tina Turner, and Etta James. Civil rights activists, including Dr. Martin Luther King Jr, drew inspiration from Nashville's Jefferson Street. The area is home to two nationally renowned HBCUs, Fisk University and Meharry Medical College. National figures like Wilma Rudolf and Oprah Winfrey have alumni ties to another nearby HBCU, Tennessee State University.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s, however, displaced 1400 North Nashvillians and razed businesses and cultural venues, isolating these historically significant neighborhoods. Overwhelming evidence points to the uniquely disruptive nature of a controlled-access highway as having decimated the commercial, social, and cultural fabric of an historic black neighborhood.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to poor, minority communities subjected to bifurcation by Interstate highways.

With its proximity to Downtown, the Jefferson Street corridor is experiencing tremendous market-driven pressures to enhance livability and prosperity as Nashville takes the spotlight as America's next "It City." Further, the Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for walking and biking.

Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40 infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively restitch the access, investment, and entrepreneurship needed to reduce concentrated poverty and reconstitute the social cohesion that North Nashvillians once enjoyed.

Our organization agrees a bold, ambitious countermeasure is needed to remedy the 20<sup>th</sup> Century damage wrought by high-speed, controlled-access highways. A beautiful, tree-lined green space with bicycle and pedestrian paths that connect to the larger greenway-transportation network and transit service –along with new public-meeting facilities where area HBCUs, NGOs, congregations, and neighbors can host communal gatherings– would go a *long* way toward improving the health (human and environmental), livability, and prosperity of this historic gem of a community—situated only a few miles from the *regional* jobs and economic hub of downtown Nashville.

We would be thrilled to work with USDOT, the Greater Nashville Regional Council, the Tennessee Dept. of Transportation, the Metropolitan Government of Nashville, and neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal infrastructural injustices rendered to a majority African-American community.

Greater-Nashville has sustained dynamic economic growth for the last decade-plus: Increased social and environmental challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to an historically marginalized public. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,



Mekayle Houghton  
Executive Director



March 18, 2021

The Honorable Pete Buttigieg  
Secretary, U.S. Department of Transportation  
1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

Moving Forward is a volunteer-led initiative that provides business leaders a voice and opportunity to engage in critical transportation issues in Middle Tennessee. Moving Forward works to ensure the creation of a regional transportation solutions through a cohesive community effort and is grounded in the values of accountability, collaboration, equity, regionalism, and urgency.

Moving Forward is pleased to offer this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan approved by Metro Council on March 2nd, the municipality has put a \$6 million down payment (of a total \$28M local commitment) on the proposed project, and has support from the regional MPO, the Tennessee Department of Transportation, and the Federal Highway Administration – Tennessee Division.

The Jefferson Street area of North Nashville has been a historically significant area of Nashville and the continued focus and investment in this community remains important to the equitable growth and prosperity of our region. The vibrance of this area is not only significant to Nashville, but especially significant to the African American community, historically a hub for commercial, educational, and entertainment activities as well as being home to the city's oldest black church congregations.

The construction of Interstates 40 and 65 in the late 1960s and early 1970s had significant negative impacts on the North Nashville community that can still be seen today evidenced by the displacement of residents, businesses, and cultural venues, isolating these historically significant neighborhoods from the continued prosperity of the city and region.

The Jefferson Street and Dr. DB Todd Jr. Boulevard bridges over I-40 do not adequately reflect the area's rich historical and cultural roots, nor are these safe, comfortable places for connecting residents to the community and economic opportunity. Moving Forward supports measures that seek to remedy the damage experienced by the North Nashville community through providing an environment and infrastructure for the community to flourish and residents to prosper.

The Nashville area has experienced significant economic growth over the last decade and the opportunity for all Nashvillians to prosper from this economic growth is critical in the future success of our region. We believe that investment in mobility options that provide access for all Nashville residents

to get to jobs, education and amenities will help the city to grow stronger together. Moving Forward will continue to place emphasis on engaging and requesting input from the African American community and North Nashville neighborhoods, and will remain supportive of this community enhancing project while these engagement efforts are achieved.

For these reasons, Moving Forward respectfully requests USDOT's approval of Metro-Nashville's 2021 application for INFRA funds.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd', followed by a long, sweeping horizontal line.

Todd Rolapp  
Moving Forward Chair

A handwritten signature in black ink, appearing to read 'Ashley', followed by a series of loops and a final horizontal stroke.

Ashley Northington  
Moving Forward Vice Chair



500 11th Ave N., Suite 200  
 Nashville, TN 37203  
[thetransitalliance.org](http://thetransitalliance.org)  
 @TAllianceMidTN  
 @TransitAllianceMidTN

March 15, 2021

The Honorable Pete Buttigieg  
 Secretary, U.S. Dept. of Transportation  
 1200 New Jersey Ave SE | Washington DC 20290

Dear Secretary Buttigieg,

We are providing this letter of support for Metro-Nashville's application to USDOT's Infrastructure for Rebuilding America (INFRA) grant program to help construct an Interstate cap at I-40 in Historic North Nashville. As part of its Fiscal Year 2021-22 Capital Spending Plan approved by Metro Council on March 2nd, the municipality has put a \$6 million down payment (of a total \$28M local commitment) on the proposed project, and has robust support from the regional MPO, the Tennessee Dept. of Transportation, and the Federal Highway Administration – Tennessee Division.

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Construction of Interstates 40 and 65 in the late 1960s and early 1970s, displaced 1,400 North Nashvillians, razed businesses and cultural venues, and isolated historically significant neighborhoods. Overwhelming evidence points to the uniquely disruptive nature of a controlled-access highway as having decimated the commercial, social, and cultural fabric of this historic black neighborhood.

As much of that transportation legacy lives on to this day, in 2012 the Tennessee Dept. of Transportation completed community-engagement work in partnership with Metro Government and a strong enclave of local businesses, the Jefferson United Merchants Partnership (J.U.M.P.), to enhance Interstate overpasses with the "Gateway to Heritage" project. In 2016, this earlier community visioning work led Secretary Anthony Foxx's Office to visit Nashville as part of the *USDOT Every Place Counts Design Challenge*, which specifically reached out to minority communities subjected to bifurcation by Interstate highways.

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Additional thought and attention *must* be given to this area: Mayor John Cooper, in his newly-adopted transportation plan, committed to working with the community on a major design-revamp of I-40





500 11th Ave N., Suite 200  
Nashville, TN 37203  
thetransitalliance.org  
@TAllianceMidTN  
@TransitAllianceMidTN

infrastructure, building on recommendations in the *USDOT Every Place Counts Design Challenge* for an Interstate cap to effectively reconnect the access, investment, and entrepreneurship needed to reduce concentrated poverty and reconstitute the social cohesion that North Nashvillians once enjoyed.

The Transit Alliance believes that individual freedom is directly tied to mobility and agrees that an ambitious and **people-centered** countermeasure is needed to begin the process of repairing damage caused by the high-speed, controlled-access highways that cut communities from economic prosperity.

Capping the interstate with a park-like green space with bicycle and pedestrian paths that safely connect to the city's existing greenway network, and transit service would be an essential therapeutic process toward healing the disconnection brought by the interstate. The Cap could be home to new public-meeting facilities where area HBCUs, NGOs, congregations, and neighbors can host communal gatherings. This is a vital step toward improving the health (human and environmental), livability, and prosperity of this historic community—situated only a few miles from the *regional* jobs and economic hub of downtown Nashville.

We would be thrilled to work with USDOT, the Greater Nashville Regional Council, the Tennessee Dept. of Transportation, the Metropolitan Government of Nashville, neighborhood organizations, as well as neighbors, churches, and businesses on and around Jefferson Street to design and construct an I-40 cap park intended to heal infrastructural injustices rendered to a majority African-American community.

Greater-Nashville has sustained dynamic economic growth for the last decade-plus: Increased social and environmental challenges accompany such success. The proposed cap over I-40 is an important project in this respect, offering a major step forward for bringing shared prosperity to historically marginalized residents. The future of North Nashville is bright: We humbly request USDOT's enthusiastic approval of Metro's 2021 application for INFRA funds.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Dauphin". The signature is written in a cursive, flowing style.

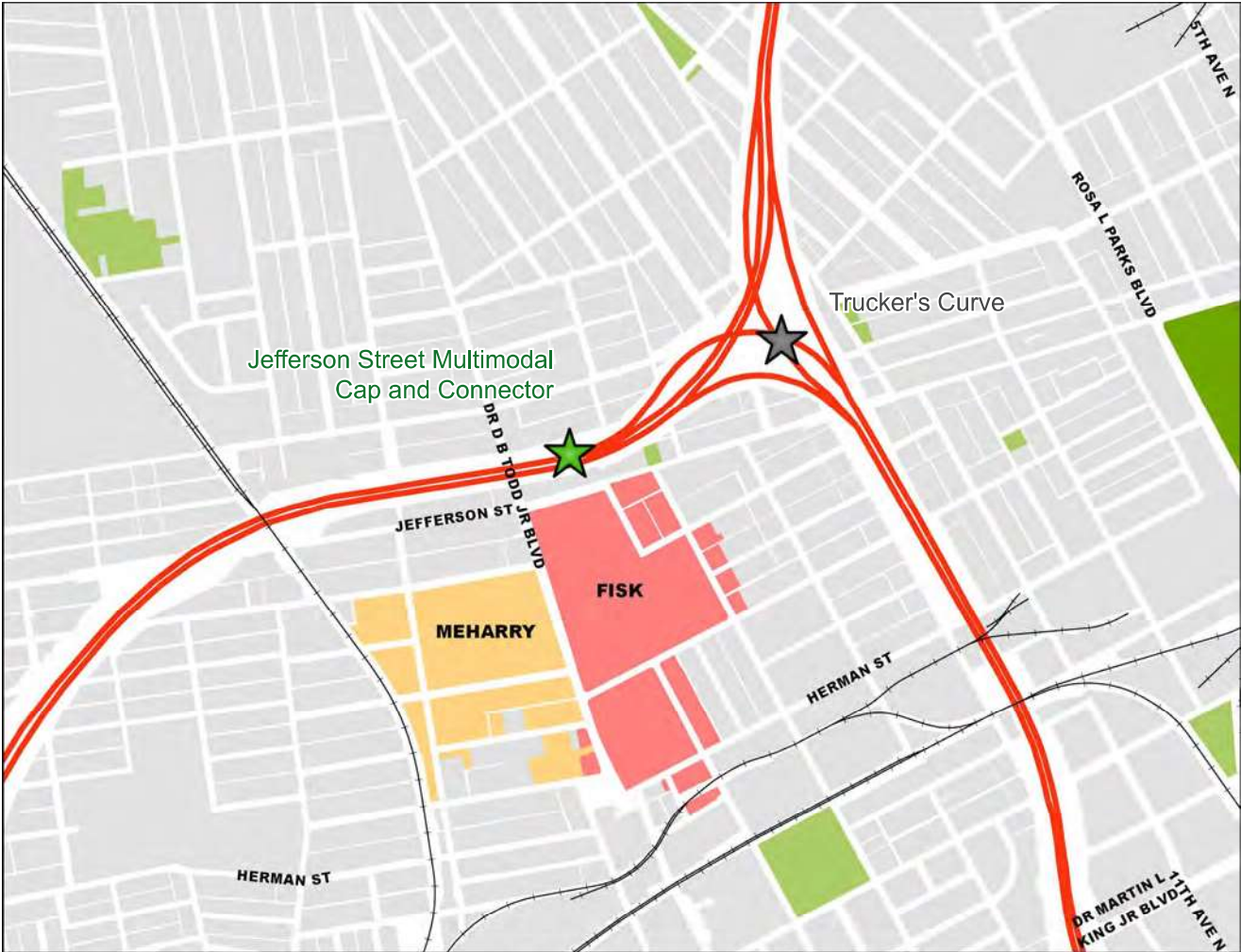
Jessica Dauphin, President and CEO  
Transit Alliance of Middle Tennessee



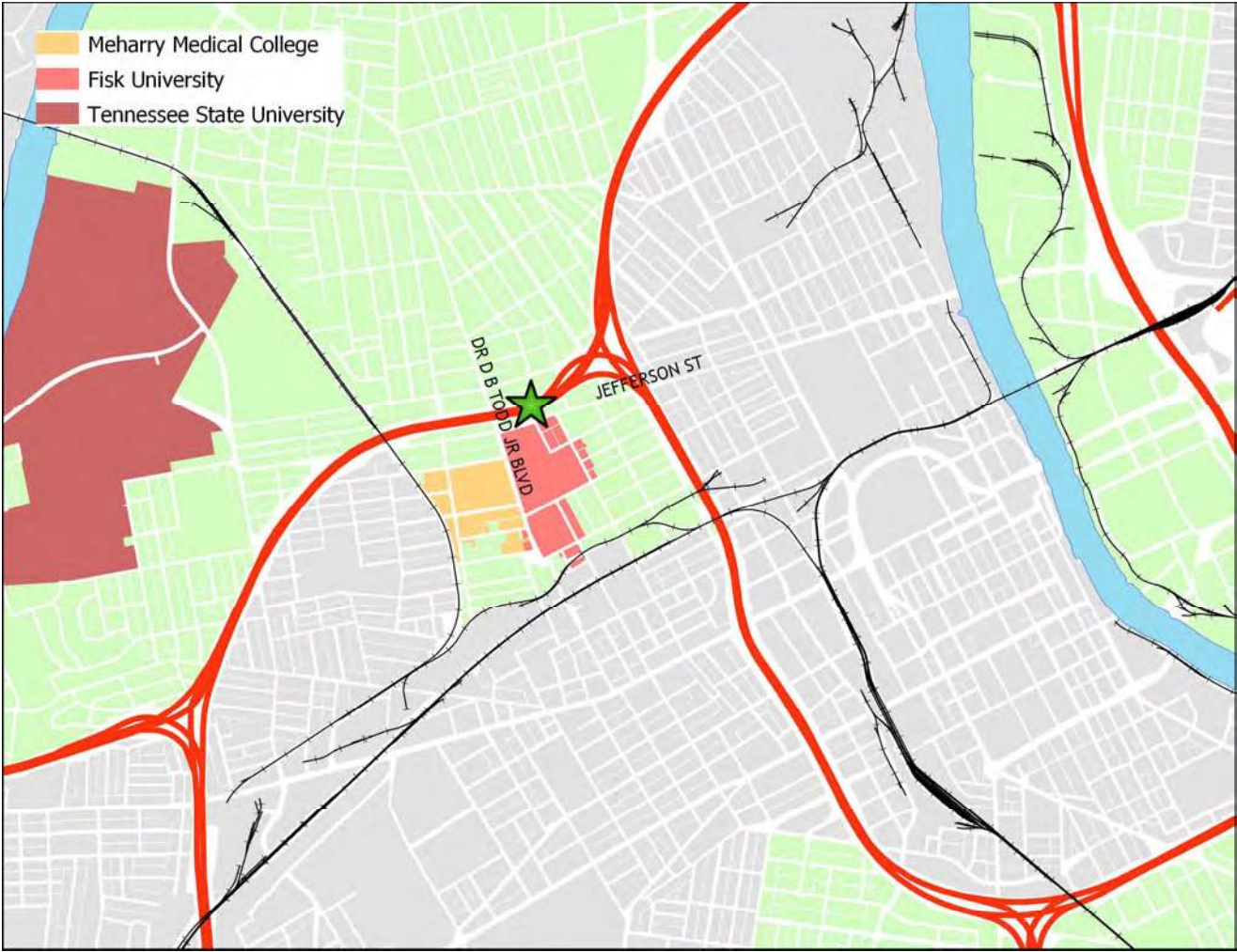
## Maps

- Jefferson Street Multimodal Cap and Connector location
- Jefferson Street Multimodal Cap and Connector with Nashville Opportunity Zones
- Jefferson Street Multimodal Cap and Connector with the Nashville Promise Zone
- Jefferson Street Multimodal Cap and Connector with current and priority greenway connections
- Daytime land surface temperatures in Nashville and Project location
- Social Vulnerability Index and Project location

Jefferson Street Multimodal Cap and Connector location

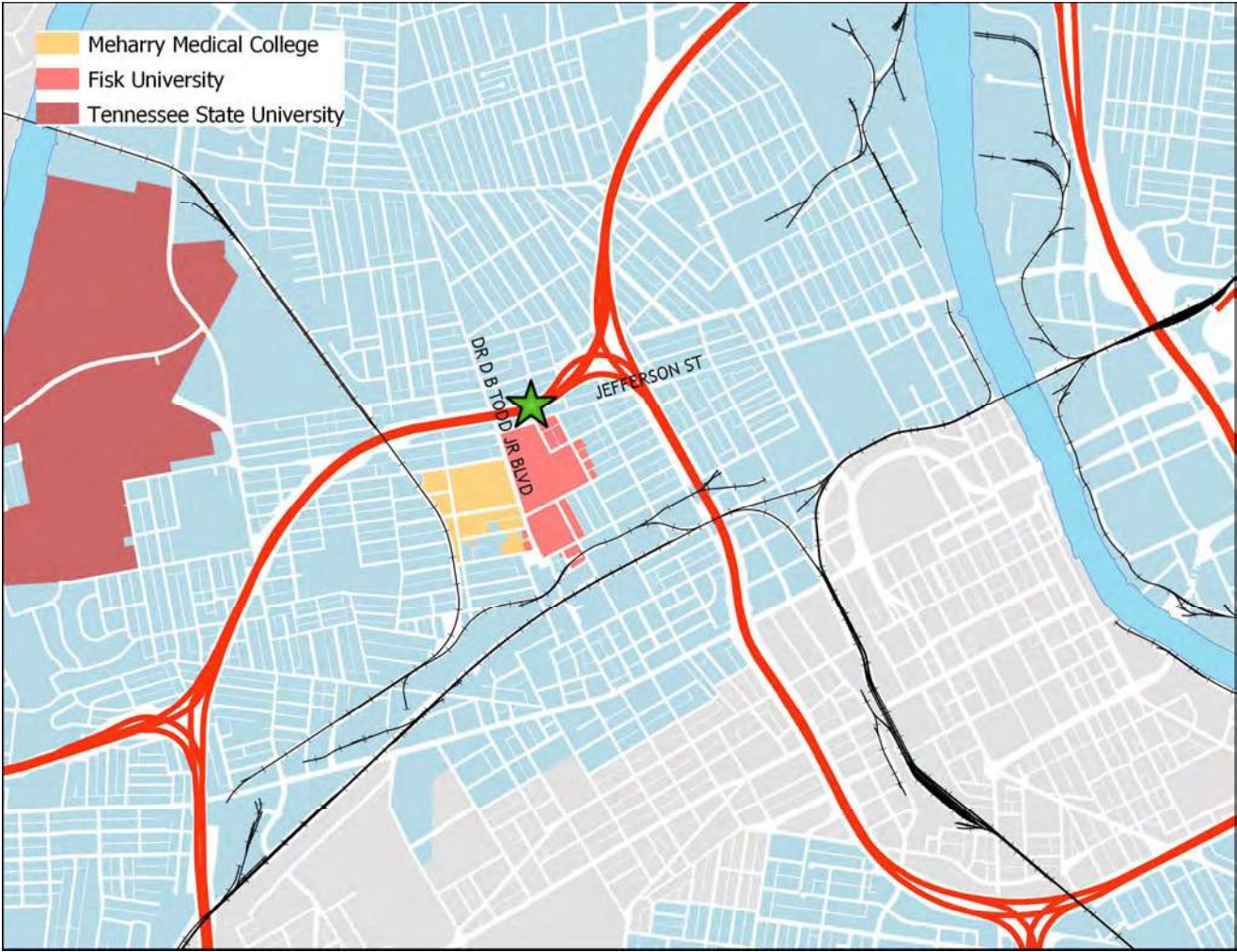


Jefferson Street Multimodal Cap and Connector and nearby Qualified Opportunity Zones

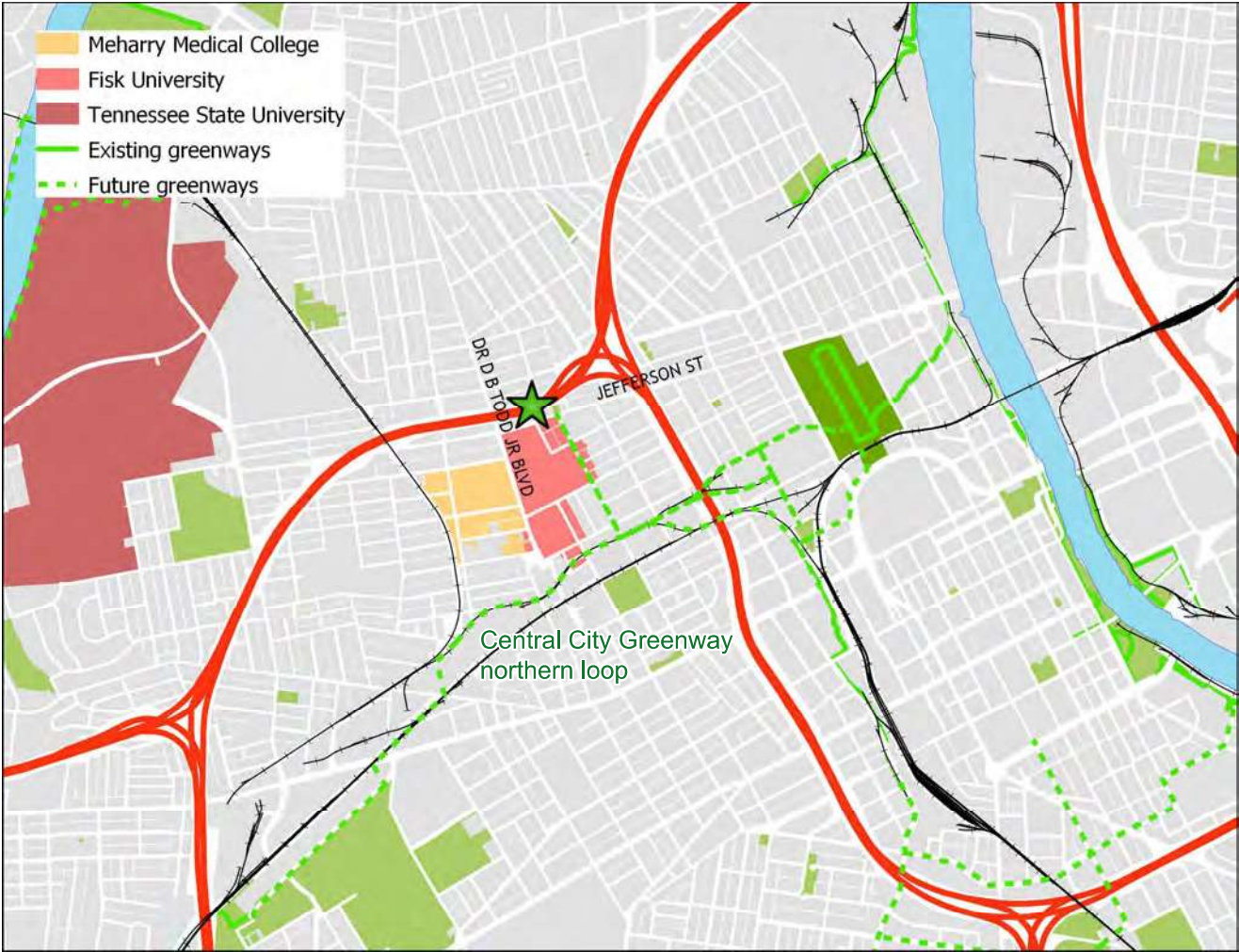




**Jefferson Street Multimodal Cap and Connector and nearby  
Nashville Promise Zone**



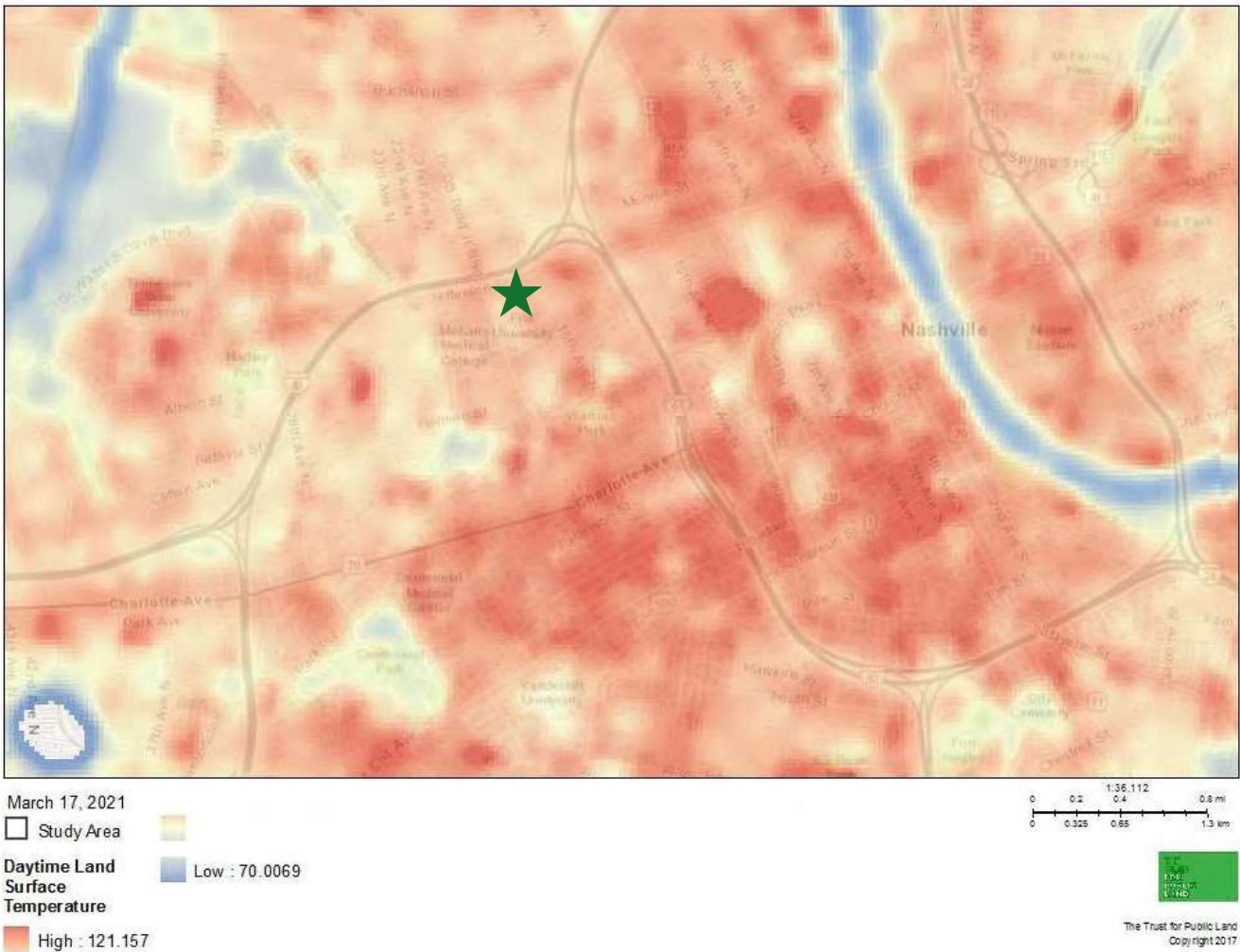
**Jefferson Street Multimodal Cap and Connector and with connections to current planned greenways, including Central City Greenway**



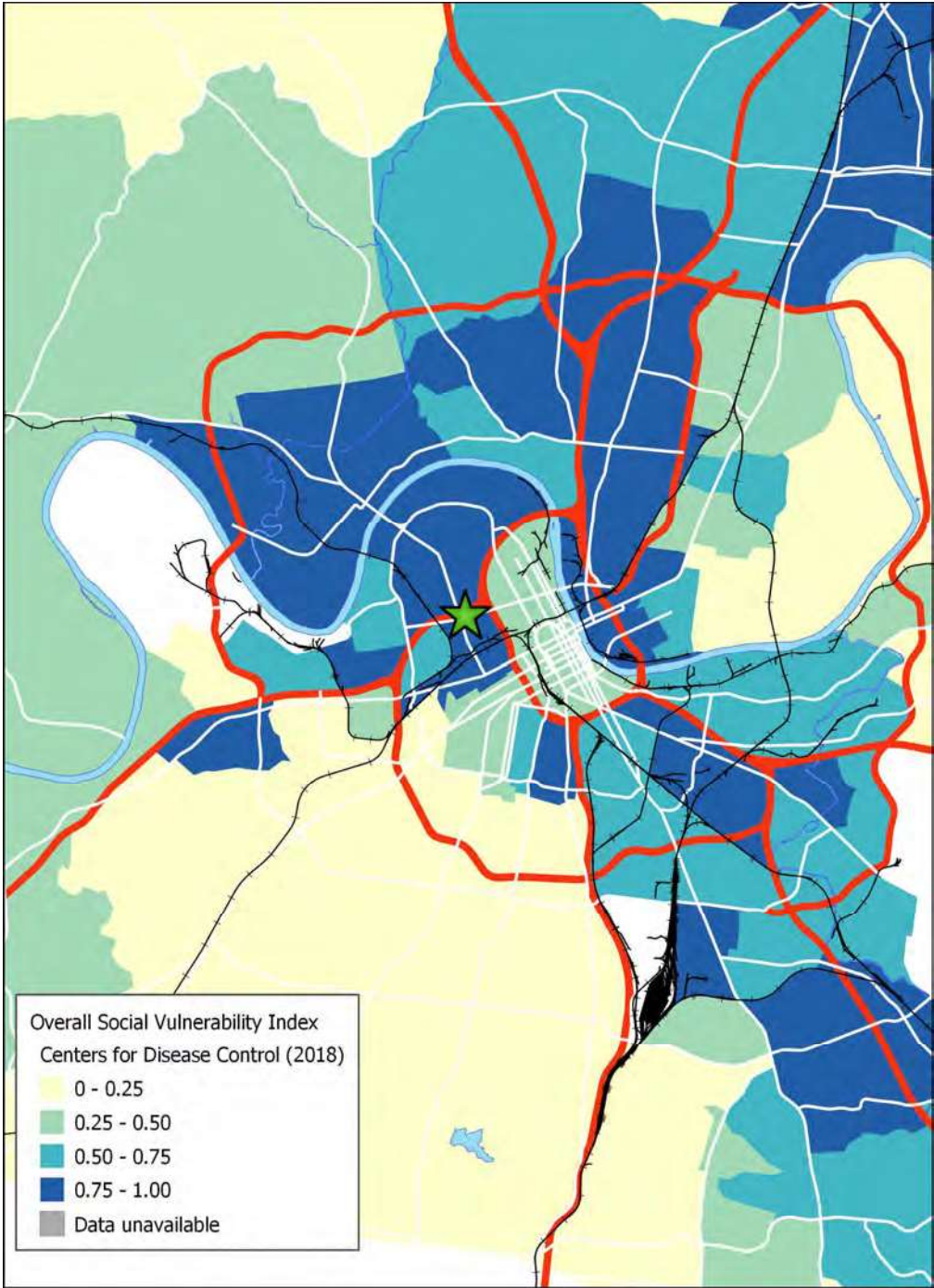


Daytime land surface temperatures in Nashville  
and Project location

Climate-Smart Cities Nashville



Social Vulnerability Index and Project location



**APPLICATION FOR Rebuilding America (INFRA) Program**

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**



\_\_\_\_\_  
Director  
Department of Public Works

\_\_\_\_\_  
Date





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-882, **Version:** 1

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A resolution approving Joint Funding Agreement No.21MLJFATNDA083 between the United States Department of the Interior - United States Geological Survey and the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, for the continued operation and maintenance of Water Quality Monitors and flood warning gages from FY2022 through FY2026 on Mill Creek, Dry Creek, Browns Creek, Richland Creek, Whites Creek, Sevenmile Creek, Mansker Creek, Stones River and Cumberland River.

WHEREAS, The United States Department of Interior - United States Geological Survey has an existing agreement with Metropolitan Government to operate and maintain a ADVM gage on the Cumberland River and streamflow gages network and water quality monitors in several streams in Davidson County; and,

WHEREAS, The United States Department of Interior - United States Geological Survey and the Metropolitan Department of Water and Sewerage Services wish to continue funding the water quality monitors and stream gages for the period July 1, 2021, through June 30, 2026, at a fixed cost to the Metropolitan Government of one million, forty-eight thousand, six hundred fifty dollars (\$1,048,650.00) as set forth in the attached agreement and attached exhibits (Exhibits 1a and 1b).

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

Section 1. That Joint Funding Agreement No. 21MLJFATNDA083 between the United States Department of the Interior - United States Geological Survey and the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, attached hereto and incorporated herein and attached exhibits (Exhibits 1a and 1b), 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 renewal of a joint funding agreement between the U.S. Department of the Interior -U.S. Geological Survey and Metro Water Services for the continued operation and upgrades of water quality monitors and flood warning gauges on Mill Creek, Dry Creek, Browns Creek, Richland Creek, Whites Creek, Stones River, and Cumberland River. The term of the agreement is from July 1, 2021 through June 30, 2026. Metro will contribute \$1,048,650 and the U.S. Geological Survey will contribute \$493,850 to cover the costs of the field and analytical work associated with the gauges. Metro's portion will be paid from the Operations Fund of the Department of Water and Sewerage Services.

State law allows Metro to enter into intergovernmental agreements with other government entities with approval of the Council by resolution.

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 6000000492  
Agreement #: 21MLJFATNDA083  
Project #: ML009Z5  
TIN #: 62-0694643**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the July 1, 2021, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Metropolitan Government of Nashville and Davidson Counties party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of 6 long-term continuous stage and discharge gages, 4 continuous water quality gages, 6 stage only gages on the Cumberland River and 6 flood monitoring gages on local tributaries to the Cumberland River in Davidson County. , herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$493,850 by the party of the first part during the period  
July 1, 2021 to June 30, 2026
- (b) \$1,048,650 by the party of the second part during the period  
July 1, 2021 to June 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 6000000492  
Agreement #: 21MLJFATNDA083  
Project #: ML00925  
TIN #: 62-0694643**

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Shannon Williams  
Hydrologist  
Address: 640 Grassmere Park  
Nashville, TN 37211  
Telephone: (615) 837-4755  
Fax: (615) 837-4799  
Email: swilliam@usgs.gov

**Customer Technical Point of Contact**

Name: Jim Snyder  
Metro Water Services  
Address: 1600 Second Ave North  
Nashville, tn 37208  
Telephone: (615) 862-4553  
Fax:  
Email: jim.snyder@nashville.gov

**USGS Billing Point of Contact**

Name: Desvin Jones  
Lead Budget Analyst  
Address: 3535 South Sherwood Forest Blvd.  
Suite 120  
Baton Rouge, LA 70816  
Telephone: (225) 298-5481 Ext 3114  
Fax: (225) 298-5490  
Email: ddjones@usgs.gov

**Customer Billing Point of Contact**

Name: Jim Snyder  
Metro Water Services  
Address: 1600 Second Ave North  
Nashville, tn 37208  
Telephone: (615) 862-4553  
Fax:  
Email: jim.snyder@nashville.gov

**U.S. Geological Survey  
United States  
Department of Interior**

**Metropolitan Government of Nashville and Davidson  
Counties**

**Signature**

By Rodney R. Knight Date: 3/11/2021  
Name: Rodney Knight  
Title: Director, Lower Mississippi Gulf-Water Science  
Center

**Signatures**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**RODNEY KNIGHT** Digitally signed by RODNEY KNIGHT  
Date: 2021.03.11 14:43:38 -06'00'

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

## Metropolitan Government of Nashville and Davidson Counties

Attachment for 21MLJFATNDA083  
7/1/2021 to 6/30/2026

## SURFACE WATER

SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
03426387	MANSKER CREEK AT HWY 41 NEAR MILLERSVILLE, TN Discharge, Continuous, High-flow only	QCONT-HIGH	5	1 SW Total:	\$18,700	\$38,800		\$57,500
03426470	DRY CREEK NEAR EDENWOLD, TN Full Range Streamflow Station	QCONT	5	1 SW Total:	\$25,500	\$52,000		\$77,500
03426490	CUMBERLAND RIVER AT EDENWOLD, TN Stage, Continuous	STGCONT	5	1 SW Total:	\$12,750	\$26,000		\$38,750
03430200	STONES RIVER AT US HWY 70 NEAR DONELSON, TN Full Range Streamflow Station	QCONT	5	1.5 SW Total:	\$38,250	\$74,250		\$112,500
03430250	CUMBERLAND RIVER AT STONES RIVER NEAR HERMITAGE, TN Stage, Continuous	STGCONT	5	1 SW Total:	\$12,750	\$26,000		\$38,750
03430320	CUMBERLAND RIVER AT BRILEY PKWY NR INGLEWOOD, TN Stage, Continuous	STGCONT	5	1 SW Total:	\$12,750	\$26,000		\$38,750
03430550	MILL CREEK NEAR NOLENSVILLE, TN Discharge, Continuous, High-flow only	QCONT-HIGH	5	1 SW Total:	\$18,700	\$38,800		\$57,500
03431040	SEVENMILE CREEK AT BLACKMAN RD,NR NASHVILLE TN Discharge, Continuous, High-flow only	QCONT-HIGH	5	1 SW Total:	\$18,700	\$38,800		\$57,500
03431060	MILL CREEK AT THOMPSON LANE, NEAR WOODBINE, TN Full Range Streamflow Station	QCONT	5	1 SW Total:	\$25,500	\$52,000		\$77,500
03431091	CUMBERLAND R AT OMOHUNDRO WTR PLT AT NASHVILLE, TN Stage, Continuous	STGCONT	5	1 SW Total:	\$12,750	\$26,000		\$38,750
03431100	W F BROWNS C AT GLENDALE LANE AT NASHVILLE, TN Discharge, Continuous, High-flow only	QCONT-HIGH	5	1 SW Total:	\$18,700	\$38,800		\$57,500
03431300	BROWNS CREEK AT STATE FAIRGROUNDS AT NASHVILLE, TN Full Range Streamflow Station	QCONT	5	1 SW Total:	\$25,500	\$52,000		\$77,500
03431500	CUMBERLAND RIVER AT NASHVILLE, TN Full Range Streamflow Station	QCONT	5	1.5 SW Total:				
03431514	CUMBERLAND RIVER NEAR BORDEAUX, TN Stage, Continuous	STGCONT	5	1 SW Total:	\$12,750	\$26,000		\$38,750
03431530	WHITES C AT OLD HICKORY BLVD AT WHITES CREEK, TN Discharge, Continuous, High-flow only	QCONT-HIGH	5	1 SW Total:	\$18,700	\$38,800		\$57,500
03431599	WHITES CREEK NEAR BORDEAUX, TN Full Range Streamflow Station	QCONT	5	1 SW Total:	\$25,500	\$52,000		\$77,500
03431655	RICHLAND CREEK AT HARDING PLACE AT BELLE MEADE, TN Discharge, Continuous, High-flow only	QCONT-HIGH	5	1 SW Total:	\$18,700	\$38,800		\$57,500

03431700	RICHLAND CREEK AT CHARLOTTE AVE, AT NASHVILLE, TN Full Range Streamflow Station	QCONT	5	1 SW Total:	\$25,500	\$52,000	\$77,500
03431712	CUMBERLAND RIVER AT BRILEY PKWY AT COCKRILL BEND Stage, Continuous	STGCONT	5	1 SW Total:	\$12,750	\$26,000	\$38,750
SW Grand Total:					\$354,450	\$723,050	\$1,077,500

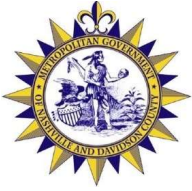
**Metropolitan Government of Nashville and Davidson Counties  
21MLJFATNDA083 (continued)**

<b>SITE NUMBER</b>	<b>DESCRIPTION</b>	<b>CODE</b>	<b>NO. UNITS</b>	<b>DIFF FACTOR</b>	<b>USGS FUNDS</b>	<b>CUST. CASH</b>	<b>OTHER FUNDS</b>	<b>TOTAL COST</b>
03430200	STONES RIVER AT US HWY 70 NEAR DONELSON, TN Water Quality, Continuous	WQCONT	5	1	\$34,000	\$76,000		
				<b>WQ Total:</b>				<b>\$110,000</b>
03431083	MILL CREEK AT LEBANON ROAD AT NASHVILLE, TN Water Quality, Continuous	WQCONT	5	1	\$37,400	\$97,600		
				<b>WQ Total:</b>				<b>\$135,000</b>
03431091	CUMBERLAND R AT OMOHUNDRO WTR PLT AT NASHVILLE, TN Water Quality, Continuous	WQCONT	5	1	\$34,000	\$76,000		
				<b>WQ Total:</b>				<b>\$110,000</b>
03431514	CUMBERLAND RIVER NEAR BORDEAUX, TN Water Quality, Continuous	WQCONT	5	1	\$34,000	\$76,000		
				<b>WQ Total:</b>				<b>\$110,000</b>
				<b>WQ Grand Total:</b>	<b>\$139,400</b>	<b>\$325,600</b>		<b>\$465,000</b>

**SUMMARY FOR 21MLJFATNDA083**

**Metropolitan Government of Nashville and Davidson Counties**

<b>TYPE</b>	<b>USGS FUNDS</b>	<b>CUST. CASH</b>	<b>OTHER FUNDS</b>	<b>TOTAL COST</b>
<b>SURFACE WATER (SW)</b>	<b>\$354,450</b>	<b>\$723,050</b>		<b>\$1,077,500</b>
<b>(WQ)</b>	<b>\$139,400</b>	<b>\$325,600</b>		<b>\$465,000</b>
<b>GRAND TOTAL</b>	<b>\$493,850</b>	<b>\$1,048,650</b>		<b>\$1,542,500</b>



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-883, **Version:** 1

---

A resolution approving Administrative Amendment 1 to a participation agreement by and between the University of Tennessee and the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, for the development of an Urban Waters Report Card.

WHEREAS, RS2020-691 approved a participation agreement between The Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services ("Metro"), and the University of Tennessee, with the primary goal of providing MS4 permittees with an assessment tool to incrementally grade the quality of their streams, which requires defining projects and tasking orders for water research and outreach coordination funds to support MWS with their stormwater management program, as described in the participation agreement dated March 4, 2021; and,

WHEREAS, the parties wish to amend the participation agreement dated March 4, 2021 to reflect updated wording to the publishing section and contact information; 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 a political subdivision of the state by resolution; and,

WHEREAS, it is in the interest of the Metropolitan Government of Nashville and Davidson County that this participation be approved.

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

Section 1. That Administrative Amendment 1 to the participation agreement, 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 participation agreement between the University of Tennessee (UTK) and the Metro Water Services Department (MWS) for the development of an Urban Waters Report Card (UWRC). The original participation agreement was approved by Resolution No. RS2020-691 whereby UTK agreed to perform research in order to assist MWS in the development of an UWRC. The budget of this project will not exceed \$35,000 for the agreement period or \$15,000 per year.

This amendment approves two minor changes to the agreement. The first change is in the "Publication" section of the agreement to clarify that a MWS requested delay in publication does not apply to any student



thesis or dissertation. The second change is to update the contact information.

*Fiscal Note: Under the original agreement, Metro Water Services pays \$15,000 per year from Fund No. 67431 for a total of \$35,000 over the three year term. This amendment makes no changes to the financial provisions of the agreement.*

ADMINISTRATIVE AMENDMENT #1  
TO THE  
PARTICIPATION AGREEMENT  
CONCERNING  
WATER RESEARCH AND OUTREACH COORDINATION

Between The University of Tennessee Knoxville  
And  
the Metropolitan Department of Water and Sewer Services

THIS ADMINISTRATIVE AMENDMENT #1 is entered into this \_\_\_\_\_ day of 2021 by the Metropolitan Department of Water and Sewer Services, a political subdivision of the State of Tennessee, a Home Rule Public Corporation, hereinafter referred as MWS, and The University of Tennessee, a public higher educational institution of the State of Tennessee, hereinafter referred to as UTK.

WITNESSETH, THAT:

WHEREAS, on March 4, 2021, MWS and UTK entered into a participation agreement to define projects and task orders for water research and outreach coordination funds to support MWS with their stormwater management program; and

WHEREAS, MWS and UTK desire to amend the agreement to reflect updated wording to the publishing section and contact information.

THEREFORE, IT IS MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

To change the paragraph,

**PUBLISHING**

UTK reserves to itself and its employees the sole right to publish the results of the Project in whole or in part as they deem appropriate. In order that premature public disclosure of such information does not adversely affect the interests of the parties, UTK shall provide MWS with a copy of each manuscript pertaining to the Project that is intended for publication. MWS may request delay in publication for a period not to exceed sixty (60) days from the date on which MWS receives the manuscript. If MWS does not make a written request for delay in publication within thirty (30) days after receipt of a manuscript, UTK shall be free to publish the manuscript at any time after the end of the thirty (30) days.

To the following,

**PUBLISHING**

UTK reserves to itself and its employees the sole right to publish the results of the Project in whole or in part as they deem appropriate. In order that premature public

disclosure of such information does not adversely affect the interests of the parties, UTK shall provide MWS with a copy of each manuscript pertaining to the Project that is intended for publication. MWS may request delay in publication for a period not to exceed sixty (60) days from the date on which MWS receives the manuscript. If MWS does not make a written request for delay in publication within thirty (30) days after receipt of a manuscript, UTK shall be free to publish the manuscript at any time after the end of the thirty (30) days. Sponsor's right to request a delay in publication shall not apply to any thesis or dissertation.

To change Miscellaneous; Section A UTK contact information from

**UTK: Administrative/Contract Representative:**

Name: Monica Cole, Assistant Director, Office of Research and Engagement

Address: 1534 White Avenue, Knoxville, TN 37932

Telephone: 865-974-3466; Fax: 865-974-2805

Email: [OSP@utk.edu](mailto:OSP@utk.edu)

To read:

**UTK: Administrative/Contract Representative:**

Name: Stephanie Jonas-Fields, Sponsored Programs Administrator, Office of  
Research and Engagement

Address: 1534 White Avenue, Knoxville, TN 37996

Telephone: 865-974-8795; Fax: 865-974-7400


Email: [ssmit332@utk.edu](mailto:ssmit332@utk.edu)

It is understood that the above are the only changes made in said participation agreement.

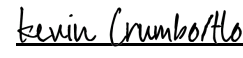
**APPROVING SIGNATURES**

IN WITNESS WHEREOF, each party hereto has caused this administrative amendment to the agreement to be executed by an authorized official(s) on the day and year set forth opposite his/her signature (*on next page*).

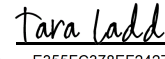
**Metropolitan Water and Sewer Service  
(CITY or COUNTY)**

By   
DocuSigned by:  
-994E7D0AE02B458...  
Name Scott Potter  
Title Director, water and Sewerage Services  
Date 3/31/2021

**Metropolitan Department of Finance  
Approved as to availability of funds:**

By   
DocuSigned by:  
6ACD297069E14E9...  
Name Kevin Crumbo/tlo  
Title DIRECTOR OF FINANCE  
Date 3/31/2021

**Metropolitan Department of Law  
Approved as to form and legality:**

By   
DocuSigned by:  
E355FC378EF2427...  
Name Tara Ladd  
Title Assistant Metropolitan Attorney  
Date 4/1/2021

**THE UNIVERSITY OF TENNESSEE  
(UNIVERSITY)**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-884, Version: 1**

---

A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of Robert F. Harwell against the Metropolitan Government of Nashville and Davidson County in the amount of \$19,122.34, with said amount to be paid out of the Self-Insured Liability Fund.

WHEREAS, on February 27, 2021, heavy rain caused sewage to back-up in the finished basement of 2404 Brittany Drive, causing extensive property damage to Mr. Harwell's home; and,

WHEREAS, after investigation, the Department of Law believes the settlement listed in Section 1 is fair and reasonable and in the best interest of the Metropolitan Government and recommends that the property damage claim of Robert F. Harwell be compromised and settled for a total of \$19,122.34, and that this amount be paid from the Self-Insured Liability Fund.

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

Section 1: The Metropolitan Department of Law is authorized to compromise and settle the property damage claim of Robert F. Harwell for the sum of \$19,122.34, with said amount to be paid from the Self-Insured Liability Fund.

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

### Analysis

This resolution settles the property damage claim of Robert Harwell against Metro for the amount of \$19,122.34 to be paid out of the self-insured liability fund. On February 27, 2021, a heavy rainfall caused the Metro sewer system to become overloaded, resulting in a sewage backup into Mr. Harwell's finished basement. The repair estimate was initially \$24,000, but he was able to have the work done for \$19,122.34.

This resolution settles the amount of the claim for the actual cost of the repair work.

*Fiscal Note: This \$19,122.34 settlement, along with the settlement per Resolution No. RS2021-885, would be the 29<sup>th</sup> and 30<sup>th</sup> payments from the Self-Insured Liability Fund in FY21 for a cumulative total of \$1,715,424. The fund balance would be \$1,242,266 after these payments.*

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



JOHN COOPER  
MAYOR

ROBERT E. COOPER, JR.  
DIRECTOR OF LAW

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

April 9, 2021

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

Re: *Robert F. Harwell v. Metropolitan Government of Nashville and Davidson County*

Dear Ms. Waites:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "R E Cooper Jr", with a long horizontal flourish extending to the right.

Robert E. Cooper, Jr.  
Director of Law

Enclosures



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-885, Version: 1**

---

A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of Michael Hodge against the Metropolitan Government of Nashville and Davidson County in the amount of \$58,087.23, with said amount to be paid out of the Self-Insured Liability Fund.

WHEREAS, on March 18, 2021, roots obstructing the main sewer line caused sewage to back-up inside Michael Hodge's property at 3111 Brick Church Pike, causing extensive property damage; and,

WHEREAS, after investigation, the Department of Law believes the settlement listed in Section 1 is fair and reasonable and in the best interest of the Metropolitan Government and recommends that the property damage claim of Michael Hodge be compromised and settled for a total of \$58,087.23, and that this amount be paid from the Self-Insured Liability Fund.

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

Section 1: The Metropolitan Department of Law is authorized to compromise and settle the property damage claim of Michael Hodge for the sum of \$58,087.23, with said amount to be paid from the Self-Insured Liability Fund.

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

### Analysis

This resolution settles the property damage claim of Michael Hodge against Metro for the amount of \$58,087.23 to be paid out of the self-insured liability fund. On March 18, 2021, roots in the Metro sewer line caused a sewer backup into Mr. Hodge's home located at 2224 Green Trails Drive. It has been determined that the sewer line in question was last cleaned in 2004. The total cost to repair the home was \$54,427.23. Mr. Hodge also lost three months of rent totaling \$3,300.

This resolution settles the amount of the claim for the actual cost of the repair work plus the lost rent.

*Fiscal Note: This \$58,087.23 settlement, along with the settlement per Resolution No. RS2021-884, would be the 29<sup>th</sup> and 30<sup>th</sup> payments from the Self-Insured Liability Fund in FY21 for a cumulative total of \$1,715,424. The fund balance would be \$1,242,266 after these payments.*

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



JOHN COOPER  
MAYOR

ROBERT E. COOPER, JR.  
DIRECTOR OF LAW

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

April 9, 2021

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

Re: *Michael Hodge v. Metropolitan Government of Nashville and Davidson County*

Dear Ms. Waites:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "RE Cooper Jr.", with a stylized flourish at the end.

Robert E. Cooper, Jr.  
Director of Law

Enclosures





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-886, **Version:** 1

---

A resolution requesting Mayor John Cooper, to the extent the Fiscal Year 2021 actual revenues exceed budgeted revenues, to provide funding for new public safety employees and for personnel to serve as project managers to assist the development community with navigating Metro's approval and inspection process.

WHEREAS, in June 2020, the Metropolitan Council approved a combined property tax increase of \$1.066 per \$100 of assessed value in the Urban Services District (USD) and \$1.033 per \$100 of assessed value in the General Services District (GSD), amounting to a 34% increase in the USD and a 37% increase in the GSD; and

WHEREAS, part of the justification for the large tax increase was an anticipated reduction of \$161 million in sales tax revenue as a result of the March 2020 tornado and the COVID-19 pandemic; and

WHEREAS, despite these dire financial predictions, it appears that tax revenues for the Metropolitan Government ("Metro") will end up being substantially higher than projected; and

WHEREAS, according to information recently provided by the Department of Finance, local option sales tax collections year to date are \$65.3 million higher than budgeted, and taxes and permit fees are more than \$12 million over what was budgeted; and

WHEREAS, both the Nashville Fire Department and the Police Department submitted requests for additional necessary public safety personnel as part of their Fiscal Year 2022 operating budget requests to Mayor Cooper; and

WHEREAS, the Fire Department / Emergency Medical Services has requested 153 positions for fire and EMS operations with an estimated cost of \$19.3 million, and the police department has requested 160 new positions with an estimated cost of \$16.2 million; and

WHEREAS, the development community has expressed frustration to councilmembers that there are serious delays in Metro's development plans review and inspection process, which is hampering the growth and development in Davidson County needed to increase Metro's tax base; and

WHEREAS, project manager liaisons employed by Metro for developments in excess of \$1 million, and in consultation with the administration, would greatly help the development community navigate Metro's plans review and inspection process and would speed up project construction; and

WHEREAS, to the extent there is an expected revenue surplus for Fiscal Year 2021, such excess should be allocated to fund these public safety and development project manager positions in Fiscal Year 2022.

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

Section 1. The Council of Metropolitan Nashville and Davidson County hereby requests Mayor John Cooper, to the extent the Fiscal Year 2021 actual revenues exceed budgeted revenues, to provide funding for new public safety employees and for personnel to serve as project managers to assist the development community with navigating Metro's approval and inspection process.

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



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-887, **Version:** 1

---

A resolution honoring the life of Jenny Tygard.

WHEREAS, Jenny Tygard was a beloved daughter, sister, aunt, friend, and teacher; and

WHEREAS, Jennifer Brooks Tygard was born in Nashville in 1977, attended local schools including Bellevue Middle School and Hillwood High School, graduated from The University of Tennessee at Chattanooga, and went on to touch the lives of hundreds of students and countless adults; and

WHEREAS, Ms. Tygard was a beloved teacher at Bellevue Middle School for more than 15 years, most recently teaching fifth grade English Language Arts and Social Studies; and

WHEREAS, she was widely lauded for always supporting her students inside and outside the classroom, remaining a dependable source of support long after they moved on from her class; and

WHEREAS, Ms. Tygard was an athlete and sports fan, serving as scorekeeper at Bellevue Middle School athletic events and rooting on her favorite teams, including the Vanderbilt Commodores; and

WHEREAS, friends and colleagues often took notice of the way Ms. Tygard would light up the room with her wit, sense of humor, and selflessness; and

WHEREAS, Ms. Tygard believed deeply in the power of community and nobly served her community without seeking recognition or praise; and

WHEREAS, Ms. Tygard passed away unexpectedly on April 8 and is survived by her parents, former Metro Councilman Charlie Tygard and Judy Tygard, her sister, Jill Mertes, and many more family members and friends; and

WHEREAS, it is fitting and proper that the Metro Council honors the life and contributions of Jenny Tygard.

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 Jenny Tygard.

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



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-888, Version: 1**

---

A Resolution honoring Dr. Bob Fisher upon the occasion of his retirement as President of Belmont University.

WHEREAS, Dr. Bob Fisher will retire in May 2021 after more than two decades serving as President of Belmont University; and

WHEREAS, Fisher earned his BSBA from Henderson State University, an MBA from the University of Memphis, and a PhD in economics and management from the University of Arkansas before entering a career in academic service; and

WHEREAS, prior to his Belmont appointment in April 2000, Fisher served as a professor at the University of Central Arkansas, dean of the school of business at Henderson State University, and then vice president for academic affairs at Arkansas State University; and

WHEREAS, throughout Dr. Fisher's tenure, Belmont University has grown exponentially in size, stature, and status, becoming the largest ecumenical Christian university in the nation; and

WHEREAS, affectionately known around Belmont as "Bob the Builder," Fisher has led the campus through extraordinary development since his tenure began with more than \$1 billion invested in new facilities and property acquisitions resulting in new athletics facilities, the Curb Event Center, and McAfee Concert Hall, among many others; and

WHEREAS, Fisher's tireless efforts at Belmont's helm led to the addition of a College of Law, a College of Pharmacy, and the announced plans for a College of Medicine, as well as the expansion of undergraduate and graduate programs; and

WHEREAS, during Fisher's tenure, Belmont University remarkably hosted two presidential debates on campus, one in 2008 and most recently in 2020; and

WHEREAS, throughout his time in Nashville, Dr. Fisher has also given of his time for the betterment of Nashville, including service as chair of the board for the Nashville Convention & Visitors Corporation, the Policing Policy Commission, the Board of Directors for the National Museum of African American Music, the Pencil Foundation, and Alignment Nashville; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognizes the outstanding accomplishments of Dr. Bob Fisher and wish him well in his retirement.

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 Dr. Bob Fisher upon the occasion of his retirement as President of Belmont University.

Section 2. The Metropolitan Council Office is directed to prepare a copy of this Resolution to Dr. Bob Fisher.

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





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-889, Version: 1**

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A Resolution honoring and congratulating Edith Cavender Cantrell on the celebration of her 100<sup>th</sup> birthday.

WHEREAS, it is fitting that the members of this legislative body should pay tribute to those citizens who are celebrating special occasions in their estimable lives; and

WHEREAS, Edith Cavender Cantrell will celebrate her 100<sup>th</sup> birthday on May 9, 2021, a milestone that will be commemorated as yet another precious souvenir of life's rich pageant; and

WHEREAS, in early childhood, Mrs. Cantrell relocated briefly to Texas with her parents, Henry and Emma Cavender, and her siblings; upon returning to Tennessee, the family made a home in Nashville; and

WHEREAS, a graduate of Central High School, Edith Cantrell worked at several Nashville businesses, including May Hosiery Mill and Kress Department Store before going to work for AVCO during World War II; and

WHEREAS, on May 6, 1944, she was joined in holy matrimony with James Edward Cantrell in Providence, Rhode Island, while he served as a Seabee in the United States Navy; a carpenter by trade, Mr. Cantrell built their family home in Donelson, Tennessee, in 1950, and they shared fifty-two years of companionship until the time of his passing; and

WHEREAS, the proud mother of four children, Mike, Gary, Valeria, and Gwen, Mrs. Cantrell went to work part time for Sears when her children were older; though she retired from Sears, she returned to part-time retail work several years later at Castner Knott at Harding Mall; and

WHEREAS, Mrs. Cantrell is the devoted grandmother of seven grandchildren and eight great-grandchildren; and

WHEREAS, Edith Cantrell has been a faithfully devoted member of Donelson Church of Christ since the early 1950s; prior to the COVID-19 pandemic, she attended church every Sunday and Wednesday and served at the church's benevolence house; and

WHEREAS, as Edith Cantrell enters her eleventh decade, she is still an active and productive member of society; she still resides in the home her husband built and takes great pride in her independence, typically enjoying walks at Opry Mills four to five times per week as well as weekly trips to the hairdresser and biweekly trips to the manicurist. She studies the Bible daily and takes pleasure in spending time with family and friends; and

WHEREAS, throughout the years, her best kept secret has been her age. Mrs. Cantrell has kept it under lock and key, but has always promised that she would share the number should she reach a certain milestone; and

WHEREAS, we wish to grasp this golden opportunity to specially recognize one of Tennessee's most outstanding citizens on this very special occasion.

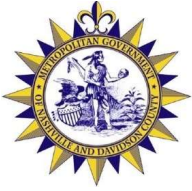
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Council hereby goes on record as honoring and congratulating Edith Cavender

Cantrell on the celebration of her 100<sup>th</sup> birthday.

Section 2. The Metropolitan Council Office is directed to prepare a copy of this resolution to be presented to Edith Cavender Cantrell.

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



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-890, **Version:** 1

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A Resolution condemning violence and hatred toward Asian-Americans and Pacific Islanders.

WHEREAS, following the spread of COVID-19 in 2020, there has been a dramatic increase in hate crimes and violence against Asian-Americans and Pacific Islanders (AAPI); and

WHEREAS, according to the Stop AAPI Hate organization, 3,795 AAPI hate incidents were reported from March 19, 2020 to February 28, 2021; and

WHEREAS, more than one-third of AAPI businesses have been the targets of discrimination incidents during this time period, and it is estimated that more than 30 percent of Asian-Americans have been personally subjected to discrimination; and

WHEREAS, on March 16, 2021, eight people, including six women of Asian descent, were shot and killed at three Atlanta-area spas, and other man was wounded; and

WHEREAS, Asian-American and Pacific Islanders have made significant contributions to American culture, own over 2,000,000 businesses in the United States, and are an essential thread in the diverse fabric of life in America and in Nashville; and

WHEREAS, it is fitting and proper that the Metropolitan Council show its support for Asian-Americans and Pacific Islanders, and strongly condemn all acts of violence and discrimination on the basis of race and ethnicity.

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 condemning violence and hatred toward Asian-Americans and Pacific Islanders.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-891, **Version:** 1

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A Resolution to commemorate the 51st anniversary of Earth Day, and to recognize April 24, 2021 as Earth Day in Nashville and Davidson County.

WHEREAS, on April 22, 1970, 20 million Americans (10% of the U.S. population at the time) participated in the first Earth Day to protest environmental destruction, marking the beginning of the modern environmental movement; and

WHEREAS, the first Earth Day was inspired by Rachel Carson's groundbreaking book, *Silent Spring*, which documents adverse environmental impacts caused by chemical pesticides, the first color photos of Earth from space, and environmental disasters, including fires in the Cuyahoga River and an oil spill in Santa Barbara; and

WHEREAS United States Senator Gaylord Nelson envisioned the first Earth Day as a nationwide teach-in to educate the public and elected officials about our role in protecting the environment; and

WHEREAS, Earth Day led to the passage of landmark environmental laws in the United States, including the Clean Air Act, the Clean Water Act, and the Endangered Species Act; and

WHEREAS, Earth Day is a time to reflect on the impact humans have on Earth, how we affect to the global environment and climate, and how that, in turn, affects our own health and well-being; and

WHEREAS, April 22, 2021 marks the 51st anniversary of Earth Day in the United States. This year's theme is "Restore Our Earth" and focuses on natural processes, emerging green technologies, and innovative thinking that can restore the world's ecosystems; and

WHEREAS, in furtherance of this goal, five Earth Day campaigns have been instituted to motivate one billion people in 192 countries who now participate in Earth Day activities each year; and

WHEREAS, Earth Day is an occasion to clean up local parks, green spaces, and waterways and to address everyday actions that contribute to climate change and environmental harm; and

WHEREAS, Earth Day is an opportunity for our residents to take action in their homes and neighborhoods to improve the environment and climate in Davidson County and beyond; and

WHEREAS, Earth Day is more relevant now than ever as we confront the rise in global temperature, catastrophic weather events, rising sea levels, and longer and more devastating tornado, derecho, and heavy rain seasons; and

WHEREAS, Nashville and Davidson County is vulnerable to the adverse effects of climate change, including increased tornado frequency and intensity, flooding, and creek and river level rise due to the city's location along the Cumberland River; and

WHEREAS, Nashville and Davidson County is home to many local organizations dedicated to ensuring that the city has a healthy environment for its residents, native plants, and wildlife, including the Cumberland River Compact, Nashville Tree Foundation, Nature Conservancy, Root Nashville, Sierra Club, Southern Environmental Law Center, Tennessee Bureau of Parks & Conservation; Tennessee Environmental Council,

the TennGreen Land Conservancy, Tennessee Wildlife Federation, Tennessee Women in Green (TWIG), Urban Green Lab, and many others; and

WHEREAS, the Metropolitan Council has enacted legislation to establish a Metro fleet schedule for low- or zero-emissions vehicles (BL2019-1598), create green building standards and amend sustainable building design standards for new and renovated Metropolitan Government buildings and facilities (BL2019-1599), establish a renewable energy standard for the Metropolitan Government of Nashville and Davidson County (BL2019-1600), require street trees in the grass strip beside new sidewalks (BL2020-288), implemented substantial updates to Metro's building codes and energy standards, which significantly improve energy efficiency while reducing the environmental impact of building design and construction (BL2020-458), support of Metro Nashville Public Schools' full implementation of sustainable practices throughout the school district and a Children's Outdoor Bill of Rights (RS2020-695), introduction of large-scale photovoltaic solar facilities (BL2021-613), and amend laws on the design and operation of outdoor electrical lighting to achieve light pollution reduction consistent with International Dark Sky Association guidelines (BL2020-535); and

WHEREAS, Mayor John Cooper worked with in partnership with Vanderbilt, TVA, and NES to create the Green Invest Agreement to generate 1/3 of Metro's energy needs through renewable sources, worked closely with Metro Council to adopt this legislation (RS2020-441), and put Nashville on the list of "Top 10 Most Noteworthy City Renewables Deals of 2020" by the American Cities Climate Challenge; and

WHEREAS, Mayor John Cooper formed a Sustainability Advisory Committee in 2020, appointed a sustainable energy expert to the NES Electric Power Board, established an Energy Savings Revolving fund, and became signatory to the Global Covenant of Mayors; and

WHEREAS, on Saturday, April 24, 2021, from 11 a.m. to 6 p.m., Nashville will celebrate Earth Day in a socially distanced format at an event presented by Centennial Park Conservancy, Nashville Parks Foundation, Metro Public Works, and Metro Parks at Centennial Park. This free family event brings the Nashville community together to celebrate our planet, inspire positive environmental change, and support sustainable small businesses & nonprofits.

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

Section 1. The Metropolitan County Council hereby goes on record commemorating the 51st anniversary of Earth Day on April 22, 2021.

Section 2. The Metropolitan County Council further goes on record as recognizing April 24, 2021 as Earth Day in Nashville and Davidson County.

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



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-XXX (Porterfield), **Version:** 1

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A Resolution Recognizing the 100<sup>th</sup> Birthday of Mr. Jerry Neal.

WHEREAS, longevity of life is a blessing for an individual but mostly for the community which benefits from the knowledge, dedicated service and experiences that an individual brings to all; and

WHEREAS, the Mayor and Metropolitan Council, representing the citizens of Nashville, recognize and greatly appreciate the many significant contributions of Mr. Jerry Neal, born April 7, 1921 and long-time resident of Nashville, who recently celebrated his 100<sup>th</sup> year since his birth; and

WHEREAS, Mr. Neal has led an extraordinary life living through the Great Depression, five major wars, 25 Presidential elections and served over 77 years in the Reserves, Inactive Reserves, and Retired Reserves; and

WHEREAS, Mr. Neal maintains an unyielding spiritual devotion, a revelation that began after crashing his B-24 Bomber in the English Channel, and attributes his many rewards, opportunities and successes in life to his faith; and

WHEREAS, Mr. Neal served his country with gallant bravery during his enlistment as a World War II B-17 and B-24 bomber pilot earning a Distinguished Flying Cross and Air Medal with five Oak Leaf Clusters, each representing acts of heroism with over 35 missions flown, including participation in the Battle of Normandy, and experienced first-hand the tragedy of war, personal sacrifice and loss of human life; and

WHEREAS, Mr. Neal has dedicated his life to unselfish service to community and fellow man and, in so doing, is highly acclaimed for his virtues, principles, morals and humility and is a friend to all through his welcoming smile, humor, soft voice and strong handshake; and

WHEREAS, Mr. Neal has been a devoted, loving and caring husband to wife and life partner, Cam, who describes her husband as a man grounded in humility, generosity, and passion; and

WHEREAS, it is most fitting and proper that Mr. Neal be recognized, honored and celebrated for his life of sacrifice, service and genuine caring for family, friends and neighbors.

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 and recognizing Mr. Jerry Neal for his long life of dedication and contribution to our country, city and West Meade Park and wish him many more years of health, prosperity and happiness.

Section 2. The Metropolitan Council Office is directed to prepare a copy of this resolution to be presented to Mr. Jerry Neal.

Section 3. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan

Government of Nashville and Davidson County requiring it.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-XXX (Toombs), **Version:** 1

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A resolution recognizing the month of April as "Mathematics and Statistics Awareness Month" in Nashville and Davidson County, and further recognizing Nashville's female mathematicians as part of the month-long celebration.

WHEREAS, the goal of Mathematics and Statistics Awareness Month, held each year in April, is to increase public understanding of and appreciation for mathematics and statistics; and

WHEREAS, Mathematics and Statistics Awareness Month began in 1986 as Mathematics Awareness Week with a proclamation by President Ronald Reagan, who said, *"Despite the increasing importance of mathematics to the progress of our economy and society, enrollment in mathematics programs has been declining at all levels of the American educational system. Yet the application of mathematics is indispensable in such diverse fields as medicine, computer sciences, space exploration, the skilled trades, business, defense, and government;"* and

WHEREAS, mathematics and statistics play a significant role in addressing many real-world problems and are important drivers of innovation in our technological world, in which new systems and methodologies continue to become more complex; and,

WHEREAS, women have made significant gains in the science, technology, engineering, and math (STEM) workforce, but girls are still less likely to study STEM subjects including mathematics and statistics; and

WHEREAS, the Mathematical Mission of Metropolitan Nashville Public Schools is "to provide each student with the daily opportunity to reason mathematically, communicate their ideas, and value mathematics with rigorous instruction," and under the leadership of Dr. Jessica Slayton, Director of Mathematics, there are 260 middle and high school math teachers in Metro Public Schools, of whom 158 are women; and

WHEREAS, the 2018 Tennessee Teacher of the Year was West End Middle math teacher Cicely Woodard, Una Elementary math teacher Olivia Stastny was featured in the 2020 Corwin Press book "The 5 Practices in Practice: Successfully Orchestrating Mathematics Discussions in Your Elementary Classroom," and all six MNPS numeracy coaches are women; and

WHEREAS, Vanderbilt University mathematician Dr. Melissa Gresalfi examines how opportunities to learn are constructed in mathematics classrooms, and how, when, and why different students take up those opportunities; and through this lens, has explored the extent to which classroom practices are equitable and examined categories such as race, gender, and previous mathematical experience as they arise in interaction; and

WHEREAS, Tennessee State University professor and Mathematical Sciences Department Chair Dr. Jeannetta Jackson has been teaching at TSU for forty years specializing in mathematics education; and

WHEREAS, Belmont University mathematician, Dr. Michelle Craddock Guinn, earned her Ph.D. from the University of Mississippi, Oxford with a specialization in functional analysis and was awarded the Davies Fellowship from the National Research Council at the Army Research Laboratory in Adelphi, MD; and

WHEREAS, Fisk University Associate Professor of Mathematics Dr. Evelyn Boyd Granville was the second African-American woman to earn a Ph.D. in mathematics from an American university and mentored several other Fisk alumnae who went on to obtain a Ph.D. in mathematics. She created computer software to analyze satellite orbits for NASA space programs in the late 1950s and early 1960s; and

WHEREAS, Fisk University graduate Dr. Gloria Conyers Hewitt was the fourth African-American woman to earn a Ph.D. in mathematics from an American university and the first African-American woman to chair a collegiate math department in the United States; and

WHEREAS, Fisk University biostatistician and Math Department Chair Dr. Cathy R. Martin investigates health disparities and has introduced and teaches a course in biostatistics and enjoys encouraging the next generation of minority scientists.

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 recognizing the month of April as “Mathematics and Statistics Awareness Month” in Nashville and Davidson County, and further recognizing Nashville’s female mathematicians 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

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**File #: BL2021-718, Version: 1**

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An ordinance to amend Title 2 of the Metropolitan Code, Chapter 2.76 related to the Board of Electrical Examiners and Appeals, 2.84 related to the Board of Gas/Mechanical Examiners and Appeals, and 2.92 related to the Board of Plumbing Examiners and Appeals.

WHEREAS the Board of Electrical Examiners and Appeals, the Board of Gas/Mechanical Examiners and Appeals, and the Board of Plumbing Examiners and Appeals Board are independent boards that hear applications for licenses, appeals from orders of the director of codes administration, and applications to vary provisions of the Metro Code chapters 16.16, 6.52, 16.12, 6.20, and 16.20; and

WHEREAS the codes applicable to these boards (International Code Council (ICC) and the National Electrical Code (NEC)) have become more standardized thus reducing the number of appeals any one board hears; and

WHEREAS these boards should be combined for a more effective and uniform consideration of appeals related to these trades.

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

Section 1. That Title 2 of the Metropolitan Code is hereby amended by deleting Sections 2.76, 2.84, and 2.92 in their entirety, thereby abolishing the existing boards of Electrical Examiners and Appeals, Gas/Mechanical Examiners and Appeals, and Plumbing Examiners and Appeals and terminating the terms of the existing board members.

Section 2. That Title 2 Section 2.76 of the Metropolitan Code is replaced with the following:

2.76.010 - Created

A Board of Mechanical, Plumbing, and Electrical Examiners and Appeals is created.

2.76.020 - Appointment and qualifications of members and term of office.

A. The board shall consist of seven members who shall have been residents of Nashville and Davidson County for not less than one year. The mayor shall appoint, reappoint, or replace members of the seven-member board, subject to confirmation by a majority vote of the Metropolitan Council. The board shall be composed of the following:

1. One registered Metropolitan/State gas/mechanical contractor
2. Two registered Metropolitan/State plumbing contractors
3. One registered Metropolitan/State electrical contractor
4. One mechanical engineer registered with the State of Tennessee
5. One electrical engineer registered with the State of Tennessee

6. One member from the public at large as representative of the mayor

B. Of the seven members first appointed, three shall serve for a term of two years, two for a term of three years, and two for a term of four years. Thereafter, each member shall be appointed for a term of four years and shall serve until a successor is appointed, except that no member shall serve for more than two consecutive full terms.

#### 2.76.030 - Organization and officers

A. Board members shall annually elect a chair and a vice-chair from among their membership. The vice-chair is authorized to act in the place of the chair and in the same capacity as the chair when the chair is unavailable.

B. The board shall be staffed by the Department of Codes Administration. The director of codes administration or their duly authorized representative shall serve as secretary to the board and shall be custodian of the minutes and records of the proceedings of the board.

#### 2.76.040 - Compensation and removal of members

All members of the board shall serve without compensation and may be removed from the board by the mayor for any continued absence from the meetings of the board or other just cause. Replacement of any member who resigns or is dismissed from the board shall be appointed by the mayor and confirmed by the Metropolitan Council in accordance with Section 2.76.020 for regular appointees. Any member appointed as a replacement shall serve only for the remainder of the term of the member replaced unless subsequently reappointed by the mayor for a full term.

#### 2.76.050 - Rules and regulations for conduct of business

The board shall adopt such rules and regulations as it may deem necessary to properly conduct its business, provided that all such rules and regulations shall be explicitly set forth in writing. Copies of all rules and regulations shall be filed with the Metropolitan Clerk.

#### 2.76.060 - Meetings and hearings

A. The board shall establish regular meeting dates, at least one per month, for the conduct of its normal business activities, and may meet in special session on any matter before the board on call by the chairman.

B. All meetings of the board shall be open to the public and shall be held in a building under the jurisdiction of the Metropolitan Government. The board shall conduct a hearing on each petition brought before the board within a reasonable period following notification of such petition. In no event shall such hearing be more than thirty days following receipt of an application for examination or notice of appeal.

C. Written notice, setting forth the time and place of an examination or hearing, shall be given to each applicant



or petitioner not less than ten days prior to such examination or hearing, except that the board, at its discretion, may limit such time to not more than 48 hours, as set forth in subsection C of section 16.16.720, subsection C of section 6.52.120, and subsection D of section 6.20.120.

#### 2.76.070 - Quorum

The attendance of four members of the board shall be required to constitute a quorum for the purpose of transacting business. The concurring vote of at least a majority of those members present at the meeting shall be necessary to modify an order of the director of codes administration or in varying the application of any provisions of this chapter and chapters 16.16, 6.52, 16.12, 6.20, and 16.20 or in the approval of any new material or method of construction or in the event the board is required to revoke or suspend any certificate or approval issued by the board. On all other matters requiring action by the board, affirmative votes of the majority present, but not less than four affirmative votes, shall be required.

#### 2.76.080 - Powers and duties

The board shall have the following powers and duties:

A. The board shall examine all applicants for master mechanical certificate, HVAC&R certificate, and gas and appliance certificate, and upon the successful completion of such examination and payment of the required certification fee, shall issue to each applicant an appropriate certificate of registration.

B. The board shall examine all applicants for a master plumber, journeyman, and apprentice plumber's certificate, and upon the successful completion of such examination and payment of the required certification fee, shall issue to each applicant an appropriate certificate of registration.

C. The board shall examine all applicants for a master electrician's certificate, equipment installer's, and low-voltage wiring installer's license and, upon the successful completion of such examination and payment of the required licensure fee, shall issue to each applicant an appropriate license. The board shall also examine applicants for homeowner permits.

D. The board shall hear all appeals under the provisions of this chapter and chapters 16.16, 6.52, 16.12, 6.20, and 16.20 from any decision or ruling of the director of codes administration. The board may vary the application of any provision of this chapter and chapters 16.16, 6.52, 16.12, 6.20, and 16.20 to any particular case when, in its opinion, the strict enforcement thereof would do manifest injustice and would be contrary to the spirit and purposes of this chapter or chapters 16.16, 6.52, 16.12, 6.20, and 16.20 or public interest, and when, in its opinion, the interpretation of the director should be modified.

E. The board may, upon presentation of satisfactory evidence in the form of material tests and technical data, approve for use under this chapter or chapters 16.16, 6.52, 16.12, 6.20, and 16.20 any new gas/mechanical, plumbing, and/or electrical, material or method of installation not specifically covered or allowed by this chapter or chapters 16.16, 6.52, 16.12, 6.20, and 16.20. A public hearing shall be held prior to approval or disapproval of any proposed new material or method of construction. Such hearing shall be conducted according to the rules of the board established for such hearings.

F. The board shall have the authority to revoke or suspend any certification or licensure issued by such board according to the procedures set forth in sections 16.16.720, 6.52.120, or 6.20.120, of this Code.

G. The board shall review, discuss and vote on all proposed ordinances to change provisions of the gas/mechanical regulations set out in this chapter and chapters 16.16, 16.12, and 16.20 and make recommendations to the director.

#### 2.76.090 - Conflicts of interest.

No member of the board shall vote on any issue before the board in which such member may have a personal

interest.

**2.76.100 - Appeals from decisions on gas/mechanical, plumbing, or electrical matters**

The owner or their duly authorized agent may appeal to the board the decision of the director of codes administration whenever the director rejects or does not approve the mode or manner of a gas/mechanical, plumbing, and/or electrical system or installation proposed to be followed, or the materials used or proposed to be used in such gas/mechanical, plumbing, and/or electrical system or installation or in the repair of or alteration of a gas/mechanical, plumbing, and/or electrical installation, or when it is claimed that the provisions of this chapter or chapters 16.16, 6.52, 16.12, 6.20, and 16.20 do not apply or that an equally good or more desirable form of installation or material can be employed in any specific case, or when it is claimed that the true intent and meaning of this chapter or chapters 16.16, 6.52, 16.12, 6.20, and 16.20 or any of the rules and regulations promulgated hereunder have been misconstrued or wrongly interpreted.

**2.76.110 - Appeals - Filing requirements.**

Notice of an appeal to the board shall be in writing, setting forth the grounds for such appeal, and shall be filed with the secretary of the board within ten days prior to the meeting of the board. A filing fee of two hundred and fifty dollars shall be paid at the time the appeal is filed with the board.

**2.76.120 - Decisions of the board - Recordkeeping**

A. All decisions of the board shall be in writing. Every decision of the board shall be promptly entered into the minutes of the meeting of the board and filed in the office of the director of codes administration. A copy of the minutes reflecting the board decisions shall be posted on the website for the department of codes administration.

B. The records of the board shall be open to public inspection, as herein provided. A certified copy of each decision of the board modifying a decision or ruling of the director, approving or disapproving any new material or method of construction, or revoking or suspending any certificate or approval issued by the board shall be sent by mail or otherwise delivered to the appellant or aggrieved party.

C. The board shall, in every case, render a decision without unreasonable or unnecessary delay.

D. A decision of the board varying the application of any provisions of this chapter or chapters 6.52, 16.12, 6.20, 16.20, or 16.16 or modifying an order of the director, shall be by resolution. The resolution shall specify in what manner such variations or modifications shall be made, the conditions upon which they are made, and the reasons therefor.

E. Any decision of the board approving a new material or method of construction shall be in writing and shall stipulate the specific conditions under which such new material or method of construction may be used. The board may limit the use of any new material or method of construction to a specified use in a single instance or may approve such new material or method of construction for general use under this chapter and chapters 16.16, 6.52, 16.12, 6.20, and 16.20 throughout the area of jurisdiction of this chapter and chapters 16.16, 6.52, 16.12, 6.20, and 16.20.

F. Every decision of the board shall be final, according to the procedure herein established, subject, however, to such remedy as any aggrieved party may have at law or in equity.

G. When a decision of the board reverses or modifies a refusal, order, or disallowance of the director, varies the application of any provisions of this chapter or chapters 16.16, 6.52, 16.12, 6.20, and 16.20, or approves any new material or method of construction for use under this chapter or chapters 16.16, 6.52, 16.12, 6.20, and 16.20, the director shall immediately take action concerning such decision or recommendation to immediately carry out the decision of the board.

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.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-720, **Version:** 1

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An Ordinance to amend Section 16.24.330 of the Metropolitan Code to require homeowners association signs.

WHEREAS, many subdivisions in Nashville are governed by a homeowners association that enforces restrictive covenants pertaining to properties within the subdivision; and

WHEREAS, prospective homebuyers and renters looking at homes in the subdivision may not know at the time that the property is governed by a homeowners association; and

WHEREAS, it is in the best interest of prospective and existing residents that signs be erected at the entrances of the subdivision informing the public that the property is governed by a homeowners association.

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

Section 1. That Section 16.24.330 of the Metropolitan Code is hereby amended by adding the following new subsection S.:

S. Homeowners association signs.

1. Informational signs shall be erected at each public vehicular entrance to a subdivision governed by a homeowners association. Such signs measuring not less than eighteen inches in height and twelve inches in width shall be permanently placed in the ground at all points of vehicular ingress to the subdivision, provided that such signs shall be installed on homeowners association common area and not within the public right-of-way.

2. Each sign shall clearly state that the subdivision is under the control of a homeowners association and whether the properties are bound by restrictive covenants.

3. For subdivisions that are fully constructed at the time this subsection is approved, it shall be the responsibility of the homeowners association to furnish and install such signs. For subdivisions currently under construction, and for subdivisions constructed after the effective date of this subsection, it shall be the responsibility of the subdivision developer to furnish and install such signs.

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.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-721, **Version:** 1

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An Ordinance amending Sections 17.08.030 and 17.16.050 of the Metropolitan Code, Zoning Regulations to remove the Alternative Financial Services use from the ON - Office Neighborhood, CN - Commercial Neighborhood, CN-A - Commercial Neighborhood Alternative, CN-NS - Commercial Neighborhood No STRP, and CN-A-NS - Commercial Neighborhood Alternative No STRP zoning districts (Proposal No. 2021Z-004TX-001).

BE IT ENACTED BY THE METROPOLITAN COUNCIL OF NASHVILLE & DAVIDSON COUNTY:

Section 1. That the Zoning District Land Use Table in Section 17.08.030 of the Metropolitan Code is hereby amended as shown in Exhibit A.

Section 2. That Section 17.16.050, Subsection D.2 of the Metropolitan Code is hereby amended as follows:

2. Alternative financial services establishments in the MUN, MUN-NS, MUN-A, and MUN-A-NS, ~~ON, CN, and CN-NS~~ zoning districts shall be limited to two thousand five hundred square feet of gross floor area per establishment.

Section 3. That this Ordinance shall take effect immediately from and after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

## Exhibit A

		Office					Commercial				
Key: P-Permitted PC-Permitted w/ conditions* SE-Special exception* A-Accessory* O-Overlay * Refer to Chapter 17.16 for standards		ON	OL	OG and OG-NS	OR20 through OR40-A-NS	ORI, ORI- NS, ORI-A, and ORI-A- NS	CN, CN- NS, CN- A, and CN-A-NS	CL, CL- NS, CL- A, and CL-A-NS	CS, CS- NS, CS- A, and CS-A-NS	CA and CA-NS	CF and CF-NS
Alternative Financial Services		<del>PG</del>	PC	PC	PC	PC	<del>PG</del>	PC	PC	PC	PC



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-722, **Version:** 1

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An ordinance amending Section 17.40.060 of Title 17 of the Metropolitan Code, Zoning Regulations, to allow only district members of the Metropolitan Council to initiate applications to amend the official zoning map of property owned by the Metropolitan Government, and amending Section 2.24.190 of the Metropolitan Code to require the Director of Public Property Administration to provide a monthly property inventory report to the Metropolitan Council (Proposal No. 2021Z-005TX-001).

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

Section 1. That Section 17.40.060 of the Code of The Metropolitan Government of Nashville and Davidson County, Zoning Regulations, is hereby amended by deleting subsection B. in its entirety and substituting in lieu thereof the following:

B. An application to amend the official zoning map of property owned by the metropolitan government may be initiated only by the district member(s) of the metropolitan council representing the council district(s) where the property is located.

Section 2. That Section 2.24.190 of the Metropolitan Code is hereby amended by designating the existing provisions as subsection A. and by adding the following new subsection B.:

B. The director of public property administration shall provide each district councilmember with an annual inventory of real property owned by the metropolitan government located within their district.

Section 3. That this Ordinance shall take effect five (5) days from and after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-723, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water main and easements, and to accept new water main, a fire hydrant assembly and easements, for two properties located at 1302 A and 1302 B Pillow Street, also known as the Pillow Street Water Main Extension (MWS Project No. 20-WL-142 and Proposal No. 2021M-023ES-001).

WHEREAS, the abandonment of approximately 1,001 linear feet of existing two inch water main and easements, and the acceptance of approximately 998 linear feet of new eight inch water main (DIP), one fire hydrant assembly and easements, for two properties located at 1302 A and 1302 B Pillow Street, also known as the Pillow Street Water Main Extension, are needed to construct project number 20-WL-142; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-023ES-001 on March 18, 2021, for the abandonment and acceptance of said water mains, fire hydrant assembly and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 1,001 linear feet of existing two inch water main and easements, and to accept approximately 998 linear feet of new eight inch water main (DIP), one fire hydrant assembly and easements, for two properties located at 1302 A and 1302 B Pillow Street, also known as the Pillow Street Water Main Extension, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel	Address
10507014600	1302 A Pillow Street
10507014500	1302 B Pillow Street

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department  
Metro Office Building  
800 Second Avenue South  
Nashville, Tennessee 37201

March 18, 2021

To: Mike Atchison, Metro Water Services

**Re: Pillow Street Water Main Extension**  
**Planning Commission Mandatory Referral #2021M-023ES-001**  
Council District #17 – Colby Sledge, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

*A request for the abandonment of approximately 1,001 linear feet of 2-inch water main and the acceptance of approximately 998 linear feet of 8-inch water main (DIP), one fire hydrant assembly and any associated easements (see sketch for details) to serve the Pillow Street Water Main Extension development (MWS proj. no. 20-WL-142).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites



**Re: Pillow Street Water Main Extension**  
**Planning Commission Mandatory Referral #2021M-023ES-001**  
 Council District #17 – Colby Sledge, Council Member

*A request for the abandonment of approximately 1,001 linear feet of 2-inch water main and the acceptance of approximately 998 linear feet of 8-inch water main (DIP), one fire hydrant assembly and any associated easements (see sketch for details) to serve the Pillow Street Water Main Extension development (MWS proj. no. 20-WL-142).*







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-724, **Version:** 1

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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 18<sup>th</sup> Avenue South to Alley Number 442. (Proposal Number 2021M-003AB-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 Vanderbilt University, applicant; and,

WHEREAS, there will be a new relocated right-of-way for proposed Alley #458 off 18<sup>th</sup> Ave S; 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:

Unnumbered Alley from 18<sup>th</sup> Ave S to Alley #442, between Horton Avenue and Wedgewood Avenue, 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 this Ordinance shall not take effect until the new relocated Alley Right-of-Way is dedicated and bonded.

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.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-492, **Version:** 1

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An ordinance to amend Section 12.36.110 of the Metropolitan Code pertaining to weight restrictions on certain roads.

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

Section 1. That Section 12.36.110 of the Metropolitan Code is hereby amended by adding the following provision at the end of subsection C:

“Further, no person shall operate any vehicle with a gross weight in excess of 31,500 pounds at any time on McCrory Lane, on Poplar Creek Road, or on Old Harding Pike between U.S. Highway 70 South and Highway 100, except that such vehicles may be operated thereon for the purpose of the occasional delivery and pickup of materials and merchandise at residences and businesses, and for the occasional delivery of building materials for buildings under construction for which a building permit has been obtained.”

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 12.36.110 of the Metro Code to prohibit vehicles with a gross weight in excess of 31,500 pounds from being operated on McCrory Lane, Poplar Creek Road, and Old Harding Pike between Highway 70S and Highway 100 except for occasional deliveries and pickups. Section 12.36.110, Load Restrictions, generally provides that vehicles cannot exceed the weight limits for the streets described in Schedule IX on file with Department of Public Works when signs have been erected providing notice of the restriction. However, there is currently a specific weight limitation for Hutton Drive and Woodycrest Avenue in the Donelson area prohibiting the operation of vehicles in excess of 5,800 pounds. This ordinance creates a new 31,500 pound weight limitation for vehicles operated on for parts of McCrory Lane, Poplar Creek Road, and Old Harding Pike in the Bellevue area except for the occasional delivery and pickup of materials and merchandise at residences and businesses, and for the occasional delivery of building materials for buildings under construction for which a building permit has been obtained.

An amended version of this ordinance has been approved by the Traffic and Parking Commission.

**ORDINANCE NO. BL2020-492**

**An ordinance to amend Section 12.36.110 of the Metropolitan Code pertaining to weight restrictions on certain roads.**

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

Section 1. That Section 12.36.110 of the Metropolitan Code is hereby amended by adding the following provision at the end of subsection C:

"Further, no person shall operate any vehicle with a gross weight in excess of 31,500 pounds at any time on McCrory Lane, on Poplar Creek Road, or on Old Harding Pike between U.S. Highway 70 South and Highway 100, except that such vehicles may be operated thereon for the purpose of the occasional delivery and pickup of materials and merchandise at residences and businesses, and for the occasional delivery of building materials for buildings under construction for which a building permit has been obtained."

Section 2. This ordinance shall take effect from and after its final passage, the welfare of the public requiring it.

SPONSORED BY:



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Dave Rosenberg  
Member of Council



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-493, **Version:** 1

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An ordinance to amend Section 12.40.190 of the Metropolitan Code of Laws relative to night parking restrictions.

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

Section 1. That Section 12.40.190 of the Metropolitan Code of Laws is hereby amended by deleting Subsection B in its entirety and substituting the following:

- B. It is unlawful for any person owning or operating a school bus, a recreational vehicle with a length in excess of twenty feet, any recreational vehicle with a combined length in excess of twenty feet, or a dump truck of more than fifty-four thousand pounds of gross weight, including the load therein, to leave such vehicle parked on any of the streets or alleys within the jurisdiction of the metropolitan government during the hours between sunset and sunrise, regardless of whether such vehicle is loaded or empty.

Section 2. This ordinance shall take effect from and after its final passage, the welfare of the public requiring it.

### Analysis

This ordinance reduces the length of recreational vehicles that can be lawfully parked on the street at night. Section 12.40.190 of the Metro Code prohibits a school bus, a recreational vehicle with a length in excess of 24 feet (whether a standalone RV or connected to another vehicle), or a dump truck of more than 54,000 pounds of gross weight from being parked on any of the streets or alleys within the jurisdiction of the Metropolitan Government during the hours between sunset and sunrise. This ordinance reduces the maximum length of the recreational vehicle from 24 feet to 20 feet as it relates to the nighttime parking restriction.

**ORDINANCE NO. BL2020-493**

**An ordinance to amend Section 12.40.190 of the Metropolitan Code of Laws relative to night parking restrictions.**

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


Section 1. That Section 12.40.190 of the Metropolitan Code of Laws is hereby amended by deleting Subsection B in its entirety and substituting the following:

- B. It is unlawful for any person owning or operating a school bus, a recreational vehicle with a length in excess of twenty feet, any recreational vehicle with a combined length in excess of twenty feet, or a dump truck of more than fifty-four thousand pounds of gross weight, including the load therein, to leave such vehicle parked on any of the streets or alleys within the jurisdiction of the metropolitan government during the hours between sunset and sunrise, regardless of whether such vehicle is loaded or empty.

Section 2. This ordinance shall take effect from and after its final passage, the welfare of the public requiring it.

SPONSORED BY:

  
\_\_\_\_\_  
Colby Sledge

  
\_\_\_\_\_  
Tom Cash

  
\_\_\_\_\_  
Burkley Allen  
Members of Council



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-581, **Version:** 1

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An ordinance amending Section 13.08.080 of the Metropolitan Code to permit the use of License Plate Scanner (LPR) technology on or within law enforcement vehicles.

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

Section 1. That Section 13.08.080 of the Metropolitan Code is hereby amended as follows:

1. By deleting the phrase, "It is unlawful to operate any license plate scanner installed onto or within the public right-of-way, with the exception of uses that meet each of the following requirements:" wherein it appears in subsection G.; and
2. By substituting in lieu thereof the phrase, "It is unlawful to operate any license plate scanner, regardless of the physical location of the scanning equipment, for the purpose of scanning license plates within the public rights-of-way, with the exception of those that are located within or on a law enforcement vehicle and those employed for uses that meet each of the following requirements:".

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

### Analysis

This ordinance amends Section 13.08.080 of the Metropolitan Code to create an exception for law enforcement vehicles from the prohibition on license plate readers (LPRs). The Code currently prohibits the operation of LPRs installed onto or within the public right-of-way except for use in conjunction with a vehicle emissions sensor as part of an emissions inspection program authorized under local, state or federal law.

This ordinance would create another exception from the LPR ban to allow the use of such scanners by law enforcement. Specifically, the ordinance would allow LPRs located within or on a law enforcement vehicle.

A question has been raised as to whether prohibiting the private use of LPRs violates the First Amendment to the United States Constitution. While there are no cases directly on point, an argument can reasonably be made that preventing private homeowners and businesses from using LPRs, as well as recording and disseminating the data, would be a First Amendment violation. Since the restriction would apply only to LPRs, it would likely be considered content-based, thus triggering the highest strict scrutiny standard of judicial review. In order to survive the strict scrutiny test, Metro would have to show that the restriction is related to a compelling governmental interest, is narrowly tailored to achieve that compelling interest, and is the least restrictive means available to meet that objective. This is an extremely difficult standard to overcome.

There is a proposed amendment for this ordinance to limit the applicability of the LPR use prohibition to Metro



employees and contractors to eliminate the First Amendment concerns.

Additionally, a proposed amendment would allow LPR to be used for parking enforcement.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-582, **Version:** 1

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

WHEREAS, license plate scanner technology has been deployed safely and effectively across the country, including in Tennessee; and

WHEREAS, license plate scanner technology is an objective tool used to identify the letters and numbers contained on a publicly displayed, government issued, license plate; and

WHEREAS, it is in the public interest to permit the use of this technology subject to a reasonable privacy framework that ensures the protection of civil liberties.

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

Section 1. That Section 13.08.080 of the Metropolitan Code is hereby amended by deleting the existing language in subsection G and substituting in lieu thereof:

G. Except as provided in subsection I. of this section, any department of the Metropolitan Government, either directly or through contractors acting at the department's direction, wishing to acquire or enter into an agreement to acquire license plate scanner (LPR) technology and/or install or operate them onto or within the public rights-of-way, shall comply with the following requirements and restrictions:

1. A usage and privacy policy shall be implemented in order to ensure that the collection, use, maintenance, sharing, and dissemination of LPR information is consistent with respect for individuals' privacy and civil liberties. The usage and privacy policy shall be posted on the department's website, and shall include the following:
  - (a) The authorized purposes for using the LPR system and collecting LPR information, which shall be limited to the following: investigating and prosecuting criminal offenses, detecting and parking civil traffic or parking offenses, operating a smart parking or curb management program, and assisting in missing persons cases including Amber and Silver Alerts.
    - i. Law Enforcement Agencies must have reasonable suspicion that a criminal offense, or a civil traffic or parking offenses, has occurred before examining collected license plate reader data that was collected more than one hour prior to

the examination. Further, Law Enforcement Officers shall not examine license plate reader data that was collected more than one hour prior to the examination in order to generate reasonable suspicion,

- ii. Whenever a license plate reader alerts on a plate, law enforcement, before taking any action, must confirm visually that a plate matches the number and state identified in the alert, confirm that the alert is still active by calling dispatch and, whether the alert pertains to the registrant of the car and not the car itself.

(b) A description of the employees or contractors who are authorized to use or access the LPR system or to collect LPR information.

(c) A description of the steps taken to restrict the information obtained through the LPR system to that which is strictly necessary to implement the purposes in subsection G.1(a) of this section and limited to the contents of only the license plate and, to the extent possible, excluding identifying information of the driver and passengers.

(d) A description of how the LPR system will be monitored to ensure the security of the information obtained.

(e) The purposes of, process for, and restrictions on the sharing of LPR information to other persons, which must be in accordance with the purposes identified in subsection G.1(a) of this section.

(f) A description of the measures used to ensure the accuracy of LPR information and to correct data errors.

(g) The length of time LPR information will be retained, limited to the terms outlined in subsection G.4 of this section.

2. The installation and maintenance of LPR hardware and software, as well as LPR data access, retention, and security, shall be managed by an LPR Custodian ("Custodian"), who will assign personnel under their command to administer the day-to-day operation of the LPR system as defined below. The Custodian's name shall be provided on the department's website. The Custodian shall be the administrator of the LPR system and shall be responsible for developing guidelines and procedures regarding the department's use of its LPR system, including, but not limited to:

(a) Establishing and maintaining reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect LPR information from unauthorized access, destruction, use, modification, or disclosure;

(b) Maintaining a list of the name and job title of all users who are authorized to use or access the department's LPR system;

(c) Developing training requirements for and ensuring training of authorized users on the operations of, and usage and privacy policy for the department's LPR system;

(d) Developing procedures and a regular timetable for conducting audits of LPR system usage, including audits of user searches;

(e) Developing procedures for, and ensuring the proper retention and destruction of, the agency's LPR data;

(f) Ensuring that this policy and its related procedures are posted conspicuously on the department's public website; and

(g) Managing the relationship with the LPR provider, which shall include ensuring that:

- (1) The provider meets all contractual obligations;

- (2) The system is maintained as per Service Level Agreements;
- (3) Log retention is adequate; and
- (4) Data ownership is clearly understood.

3. Access and use of the department's LPR system is strictly restricted to the authorized users, as outlined below:

- (a) Authorized users must receive appropriate supervisory approval, as determined by the Custodian, prior to receiving LPR system access.
- (b) Access shall only be approved for designated personnel whose roles require them to use the LPR system, and LPR system access shall be further limited to those tasks within the employee's job responsibilities.
- (c) Personnel authorized to use the department's LPR system as defined in subsection G.3.(b) of this section shall be specifically trained in the system, and the usage and privacy policy prior to receiving account access including, but not limited to:
  - i. Applicable local, state, and federal laws;
  - ii. Applicable policies, including the usage and privacy policy;
  - iii. Functionality of the equipment;
  - iv. Authorized and prohibited uses;
  - v. Accessing data;
  - vi. Safeguarding password information and data;
  - vii. Data sharing policies and procedures; and
  - viii. Reporting breaches, errors, and other issues.
- (d) Authorized user accounts which are inactive for a period of nine months will be disabled automatically. Authorized users with disabled accounts must be retrained in the LPR system, usage, and privacy policies prior to having their accounts reinstated.
- (e) Users found to have used the LPR system without authorization, with improper credentials, or in a manner not authorized by these policies shall have their access immediately revoked and may face disciplinary action in accordance with applicable civil service policies, up to and including termination.

4. LPR data, including but not limited to license plate number, vehicle description, location and date/time stamp shall not be retained for more than 30 days unless it is evidence in a criminal offense or civil traffic or parking offense, subject to a properly issued warrant, subpoena, public records request or court order, or where the department has been instructed to preserve such data by the Metropolitan Department of Law in relation to pending litigation or anticipated litigation.

- (a) Any data unrelated to an ongoing investigation, or current or possible litigation shall be automatically deleted after 30 days.
- (b) Users who wish to preserve LPR data for longer than 30 days shall make a written request to their supervisor including the investigation number and purpose for preservation and, upon approval, such LPR data will be preserved along with a note in the record stating the reason for preservation and related investigation number.

5. The LPR Custodian shall perform an audit of the LPR system and its access history on a regular basis,

not less than one time per year. The department shall maintain an audit trail of access to the system for a period of not less than three years, which will include the following:

- (a) The date and time the information is accessed.
- (b) The license plate number or other data elements used to query the LPR system, if such data elements are not deleted per subsection G.4 of this section. Data exempt from deletion under subsection G.4., such as data that will be used as evidence in a criminal offense or civil traffic or parking offense, must be preserved for the audit trail pursuant to this subsection.
- (c) The username of the person who accessed the information.
- (d) The purpose for accessing the information.

6. To the extent consistent with state or federal law, the department's stored LPR data may only be shared with other law enforcement agencies using the following procedures:

- (a) The agency making the request for the LPR data shall submit in writing:
  - i. The name of the agency;
  - ii. The name and title of the person requesting the information;
  - iii. The intended purpose of obtaining the information; and
  - iv. An agreement to adhere to the applicable provisions of this usage and privacy policy.
- (b) The request shall be reviewed and approved by the Custodian before the requested access is granted.
- (c) If the requested search generates results, the Custodian or his or her designee must verify that the results are relevant to the request made prior to sharing the LPR data.
- (d) The department shall not share any data with any agency that uses that data in a manner broader than allowed by this policy.
- (e) Records of all approved requests, including a record of which account was used to provide the search results, must be maintained for a period not less than three years.

7. To protect against racial and ethnic bias in the use of LPRs, any time a motor vehicle is stopped based on data analysis performed by an LPR:

- A. The law enforcement officer who effectuated the stop shall record and provide to their precinct for record keeping and reporting purposes:
  - i. The date, time, and precise location of the stop;
  - ii. Any investigative or enforcement actions that were taken subsequent to the stop, including without limitation: an arrest; a search of a vehicle, driver, or passenger; the issuance of a new ticket, fine, or fee; or the enforcement of an existing ticket, fine, or fee;
  - iii. The self-identified race(s) and ethnicities of the driver of the stopped motor vehicle, if voluntarily provided by the driver following the law enforcement officer's request.
    - a. The race and ethnicity identification categories provided to the driver for selection by the law enforcement officer shall be the same as those under present use by the United States Office of Management and Budget (OMB).
- B. No later than March 1 of each year, the police department shall report to the Metropolitan Council, and shall make publicly available upon the department's website, all of the data

collected pursuant to this subsection Section G.7.A, by precinct, from the previous calendar year. The reported data shall include no other personally identifiable information.

8. Failure of an employee to comply with the foregoing policies shall be grounds for disciplinary action in accordance with applicable civil service policies, up to and including termination.
9. LPR data shall only be disclosed in accordance with state and federal law.
10. LPR data obtained from a privately owned or operated LPR system may be used for the purposes authorized in subsection G.1., provided the data is voluntarily provided by the owners or operators of said LPR systems. The Custodian shall develop policies and procedures for requesting, protecting, and retaining this data that are consistent with the intent of subsections G.2., G.3., and G.4.

Section 2. That Section 13.08.030 of the Metropolitan Code is hereby amended by adding the following new subsection I.:

- I. In addition to the provisions of subsection G. of this section, license plate scanner technology shall be allowed if all of the follow requirements are met:
  - (a) The license plate scanner is used solely and exclusively in conjunction with a vehicle emissions sensor as part of an emissions inspection program authorized under local, state or federal law;
  - (b) The data from the license plate scanner and vehicle emissions sensor is used solely and exclusively for purposes of determining compliance with vehicle emissions standards and aggregating data in a manner which does not allow the identification of a person or persons;
  - (c) A determination by the vehicle emissions sensor that a vehicle identified by the license plate scanner is not in compliance with applicable emissions standards shall not lead to any penalty or punitive action against the registered vehicle owner;
  - (d) No fewer than two such license plate scanners shall be in operation within Davidson County at any given time; and
  - (e) Data that can be used to pair a specific vehicle's license plate number, VIN, or other unique identifier with a specific geographic location shall not be retained for more than one week.

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

### Analysis

This ordinance amends Section 13.08.080 of the Metropolitan Code to provide for and regulate the usage of license plate reader (LPR) technology. The Code currently prohibits the operation of LPRs installed onto or within the public right-of-way except for use in conjunction with a vehicle emissions sensor as part of an emissions inspection program authorized under local, state or federal law. This ordinance would replace the provisions of subsection G. of Section 13.08.080 entirely. The ordinance preserves the existing emissions

inspection program exception, and adds a new comprehensive regulatory structure for other uses of LPR technology.

The ordinance would require departments, either directly or through contractors, who want to use LPRs to implement a usage and privacy policy that would be posted on the department's website. The policy must be designed "to ensure that the collection, use, maintenance, sharing, and dissemination of LPR information is consistent with respect for individuals' privacy and civil liberties." The data collected could only be used for the following purposes:

- investigating and prosecuting criminal offenses
- detecting civil traffic or parking offenses
- operating a smart parking or curb management program
- assisting in missing persons cases including Amber and Silver Alerts

Law enforcement agencies must have reasonable suspicion that a criminal offense, or a civil traffic or parking offenses, has occurred before examining any LPR data that was collected more than one hour prior to the examination. Prior to taking any action, law enforcement officers must also confirm visually that a plate matches the number and state identified in the alert, confirm that the alert is still active by calling dispatch, and determine whether the alert pertains to the registrant of the car and not the car itself.

The usage policy must also provide a description of the employees or contractors who are authorized to use or access the LPR system or to collect LPR information, and the steps that will be taken to ensure the security of the information and exclude identifying information of the driver and passengers to the extent possible. The policy must include the purposes of and restrictions on sharing LPR data, the measures used to ensure the accuracy of the data, and the length of time the data will be retained.

The installation and maintenance of LPR hardware and software, as well as LPR data access, retention, and security, would be managed by an LPR Custodian. The custodian would be responsible for assigning the personnel who will administer the day-to-day operation of the LPR system, and to develop guidelines and procedures for the further implementation of this ordinance. This will include establishing and maintaining security procedures and practices, maintaining a list of the name and job title of all authorized users, training requirements, audit procedures, and a data retention policy. This policy and its related procedures must be posted conspicuously on the department's public website.

The ordinance also includes specific restrictions on the access and use of the department's LPR system, such as supervisor approval and limiting access to those tasks that fall within the specific user's job responsibilities. All users must be specifically trained regarding the LPR system and the usage/privacy policy prior to receiving account access. Users found to have used the LPR system without authorization would have their access immediately revoked and may face disciplinary action in accordance with applicable civil service policies, up to and including termination.

LPR data could not be retained for more than 30 days unless it is evidence in a criminal offense or civil traffic or parking offense, subject to a properly issued warrant, subpoena, public records request or court order, or where a litigation hold has been placed by the Department of Law. T.C.A. § 55-10-302 provides that any LPR data collected by any governmental entity may not be stored "for more than 90 days" unless the data is retained or stored as part of an ongoing investigation, and in that case, the data must be destroyed at the conclusion of the investigation or criminal action. Thus, the state law does not prevent local governments from having a shorter retention period.

The ordinance requires the LPR custodian to perform an audit at least once per year of the LPR system and

the access history. The ordinance also provides some limitations on the sharing of LPR data with other law enforcement agencies. The ordinance further provides that LPR data obtained by Metro from a privately owned or operated LPR system could only be used for the purposes outlined above.

Law enforcement officers who stop vehicles based upon LPR data must complete a written record that includes the following:

- The date, time, and precise location of the stop;
- Any investigative or enforcement actions that were taken as a result of the stop; and
- The self-identified race(s) and ethnicities of the driver of the stopped motor vehicle if voluntarily provided by the driver at the request of the officer.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-654, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RM2 to RS40 property located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), all of which is described herein (Proposal No. 2021Z-026PR-001).

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

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

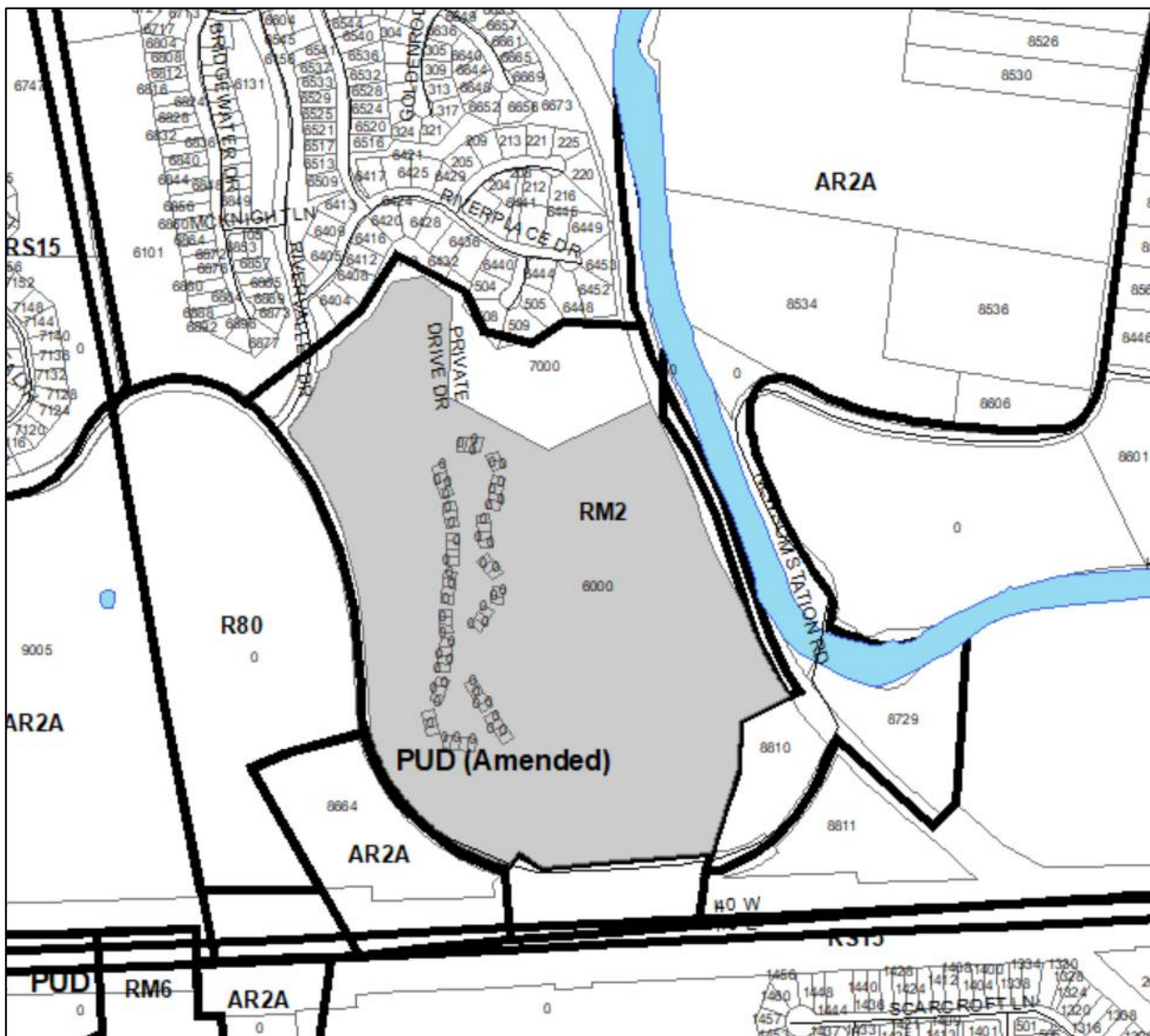
By changing from RM2 to RS40 property located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), as being various Property Parcel Nos. as designated on Map 126-10-0-B of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Sheet No. 126 said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2021Z-026PR-001  
Map 126-10-0-B, Parcel(s) 001 – 062  
Subarea 06, Bellevue  
District 35 (Rosenberg)  
Application fee paid by: Fee waived by Council

A request to rezone from RM2 to RS 40 for properties located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), requested by Councilmember Dave Rosenberg, applicant, O.I.C. Ridgecrest at Riverwalk and Brian W. Reames, owners. (See also Proposal No. 2000P-003-003)





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-655, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by canceling a portion of the Riverwalk Planned Unit Development district located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road, (58.48 acres), approved for 61 multi-family dwelling units, all of which is described herein (Proposal No. 2000P-003-003).

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

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

By canceling a portion of the Riverwalk Planned Unit Development district located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road, (58.48 acres), approved for 61 multi-family dwelling units, as being various Property Parcel Nos. as designated on Map 126-16-0-B of Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached plan that was duly considered by the Planning Commission, and which is on file with the Metropolitan Planning Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, That the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Sheet No. 126 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2000P-003-003

PUD CANCEL

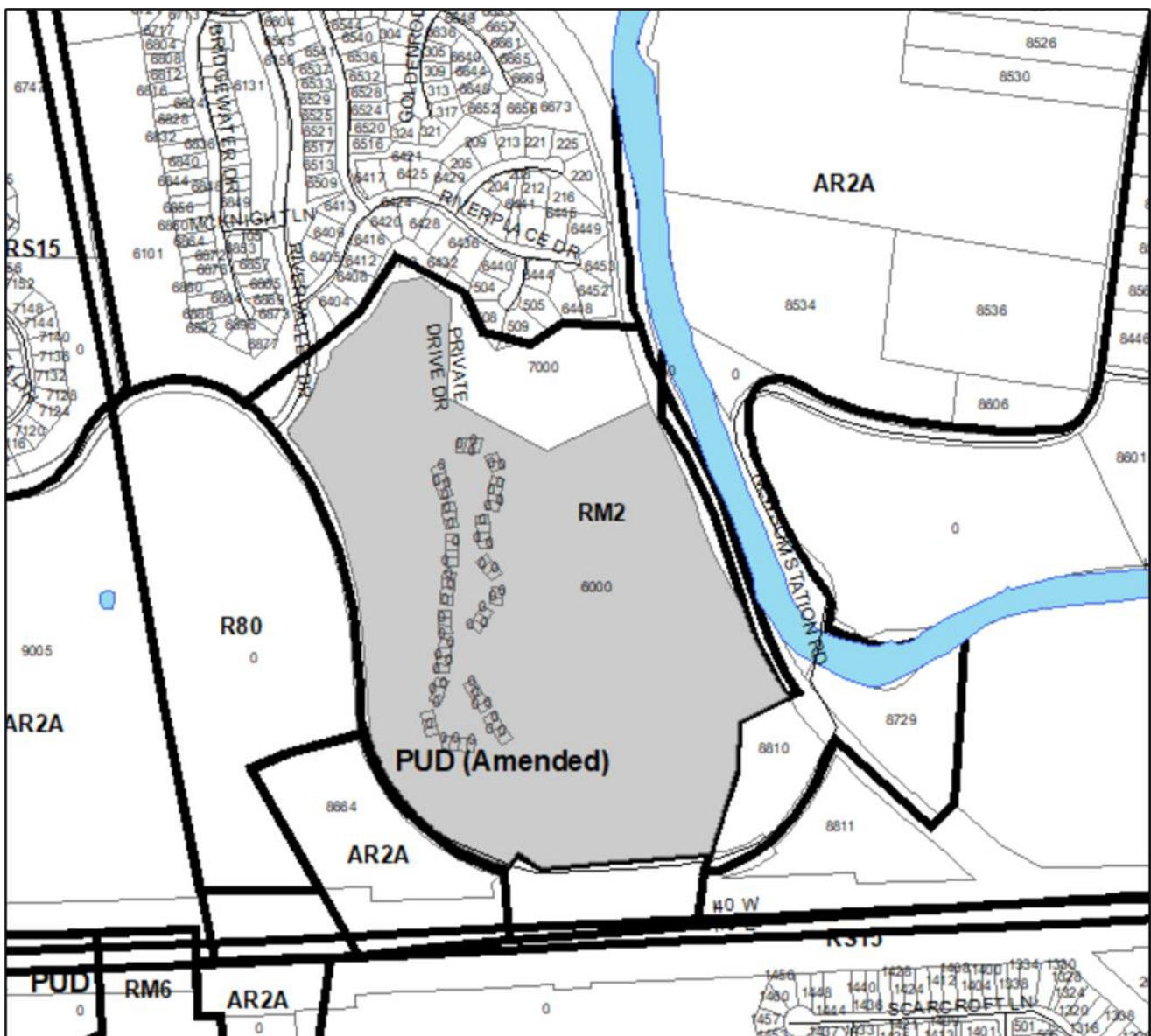
Map 126-10-0-B, Parcel(s) 001 – 062

Subarea 6, Bellevue

District 35 (Rosenberg)

Application fee paid by: Fee waived by Council

A request to cancel a Planned Unit Development Overlay District for properties located at 6000 Rivervalley Drive, at the southeast corner of Rivervalley Drive and Newsom Station Road and located within a Planned Unit Development Overlay (58.48 acres), requested by Councilmember Dave Rosenberg, applicant, O.I.C. Ridgecrest at Riverwalk and Brian W. Reames, owners. (See also Proposal No. 2021Z-026PR-001)





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-675, **Version:** 1

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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.

*Fiscal Note: The Human Resources department indicated that it would be necessary to outsource the project to a vendor. The estimated cost to conduct the compensation study for FY2022 is between \$25,000 to \$27,000. The cost to perform this work will increase in later years in accordance with the applicable terms.*



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-676, **Version:** 1

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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.

The Tennessee General Assembly has now enacted SB1150/HB1112, which raises preemption issues regarding portions of this ordinance. A substitute ordinance is being drafted in an effort to address the preemption issues.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-686, **Version:** 1

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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](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

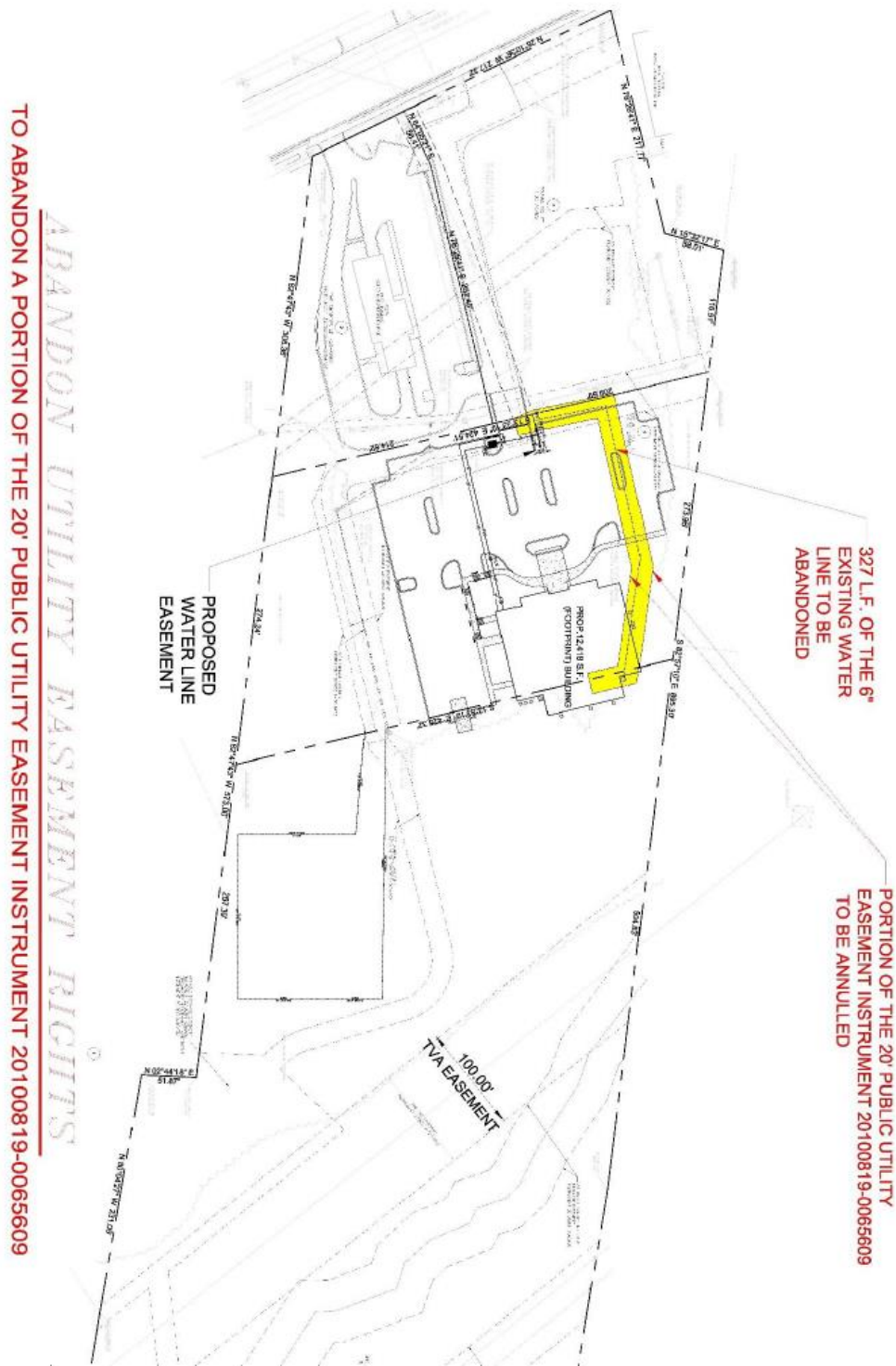
Sincerely,

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

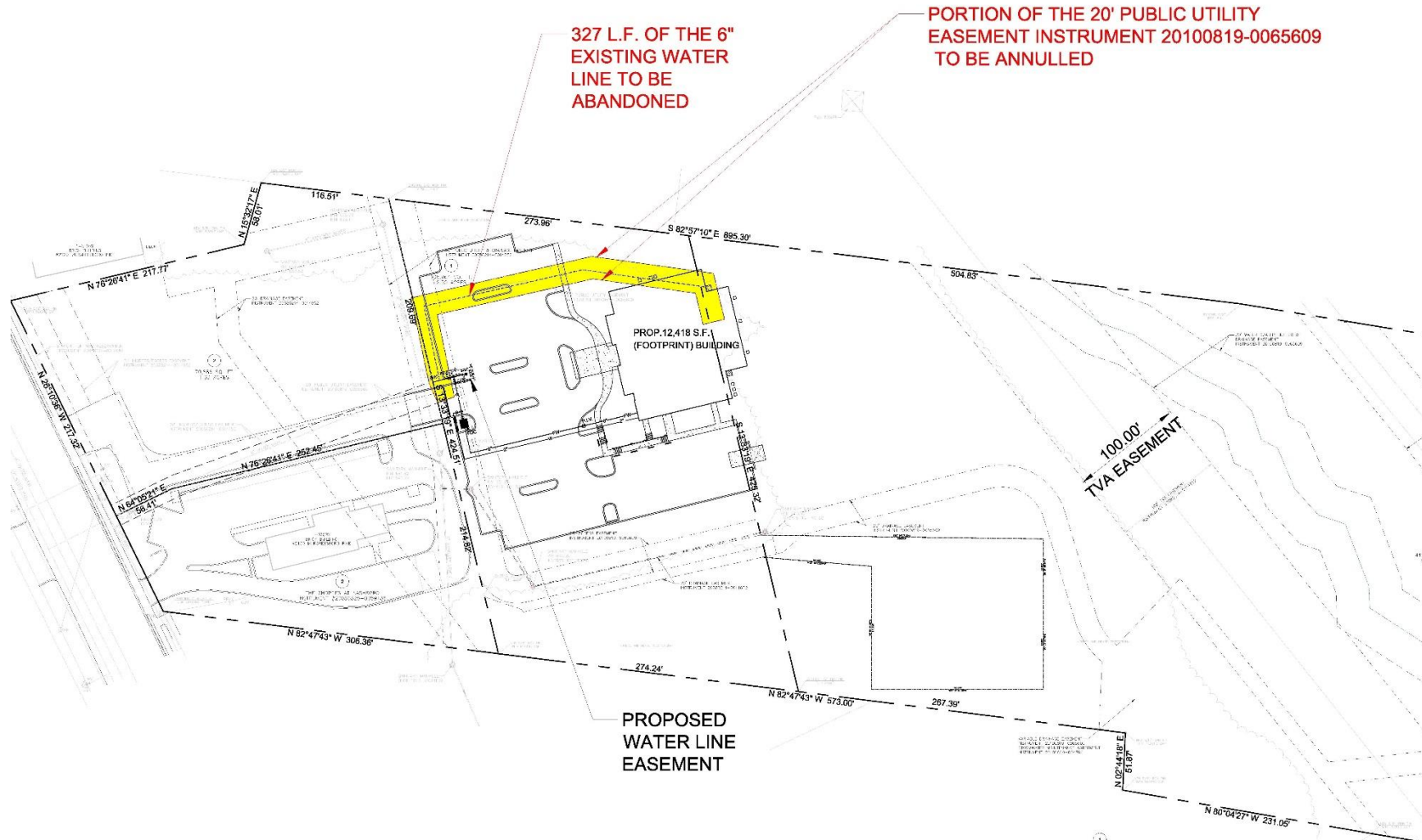
*A request for the abandonment for the abandonment of 327 linear feet of 6-inch water main (DIP) and a portion of a certain Public Utility Easement (see sketch for details) on a previous plat. Said easement was recorded on the previous plat of Revision to Lot 2 on the First Amendment of the Resubdivision 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

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**File #:** BL2021-687, **Version:** 1

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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](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

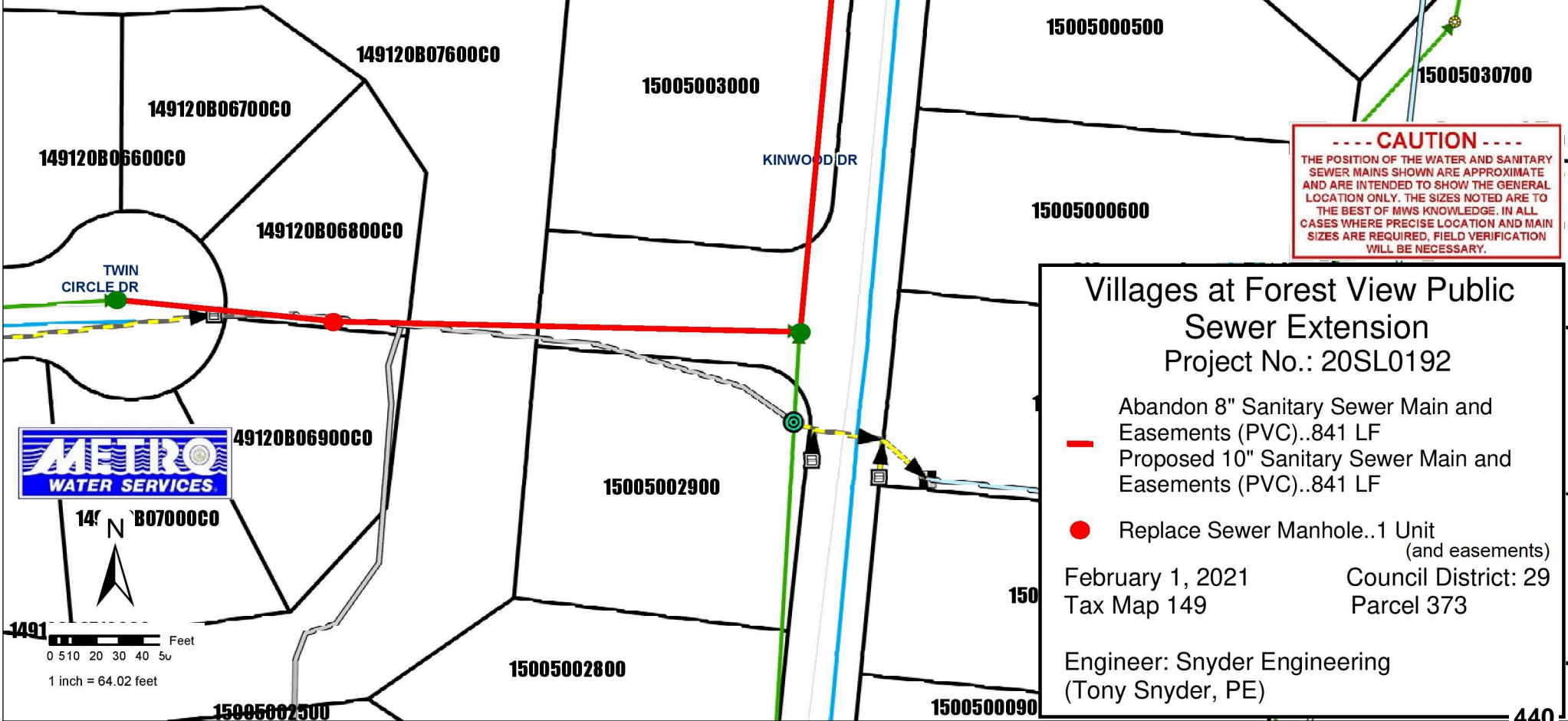
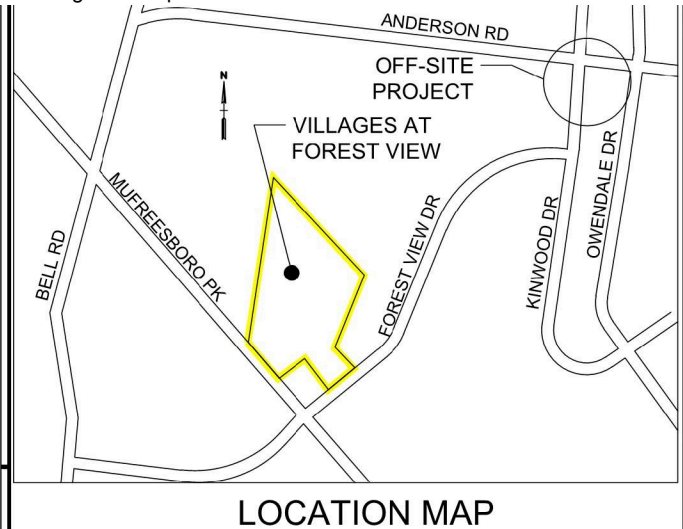
Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites









# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-689, **Version:** 1

---

An ordinance readopting the Code of The Metropolitan Government of Nashville and Davidson County, Tennessee, prepared by Municipal Code Corporation including supplemental and replacement pages thereof, containing certain ordinances of a general and permanent nature enacted on or before December 16, 2020.

WHEREAS, the Metropolitan Government, by Ordinance No. BL2006-1287, approved the re-codified Code of The Metropolitan Government of Nashville and Davidson County as prepared by Municipal Code Corporation; and

WHEREAS, Municipal Code Corporation has completed certain supplemental and replacement pages for the Code of the Metropolitan Government identified and dated Met. Nashville Davidson Co., Supp. No. 35 (3/21);

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

Section 1. There is hereby re-adopted by the Metropolitan Council that certain Code entitled "The Code of The Metropolitan Government of Nashville and Davidson County, Tennessee" prepared by Municipal Code Corporation, containing certain ordinances of a general and permanent nature enacted on or before December 16, 2020, as compiled, consolidated, codified, and indexed in Titles 1 to 17, including those supplemental and replacement pages having in the lower right-hand or left-hand corner thereof the notation: Met. Nashville Davidson Co., Supp. No. 35 (3/21).

Section 2. At least two copies of the Code hereby re-adopted containing the supplemental and replacement pages properly inserted therein shall be kept on file in the Office of the Metropolitan Clerk and be kept there available for public inspection and use. In addition, at least two complete sets of the supplemental and replacement pages described in Section 1 hereof shall be stapled or permanently fastened together and kept on file in the Office of the Metropolitan Clerk and be kept there available for public inspection and use.

Section 3. Wherever in the Code re-adopted by this ordinance, or in any other ordinance or resolution of the Metropolitan Government or in any rule, regulation or order promulgated by any officer or agency of the Metropolitan Government under authority duly vested in him or if any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, where no specific penalty is provided therefor, the violation of any such provision of such Code or any other ordinance or resolution of the Metropolitan Government or such rule, regulation or order shall be punished by a penalty not to exceed Fifty Dollars (\$50.00).

Except where otherwise provided, every day any violation of such Code or any other ordinance or resolution of the Metropolitan Government or such rule, regulation or order shall continue shall constitute a separate offense.

Section 4. It is hereby declared to be the intention of the Metropolitan Council that the sections, paragraphs, sentence clauses, phrases and words of this ordinance and the Code hereby adopted are severable, and if any section, paragraph, sentence, clause, phrase or word of this ordinance or of such Code shall be declared unconstitutional or otherwise invalid by any valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases, and words of this ordinance or of such Code, since the same would have been enacted by the Metropolitan County Council without the incorporation in the Code of any such unconstitutional or invalid

section, paragraph, sentence, clause, phrase or word.

Section 5. The supplement and replacement pages to the Code of the Metropolitan Government described in Section 1 and approved herein shall be distributed upon request to the various departments of the Metropolitan Government free of charge. Any other persons or organization desiring a copy thereof may obtain the same from Municipal Code Corporation in accordance with the contract between codifier and the Metropolitan Government. The Metropolitan Clerk shall notify all Davidson County Judges of the Metropolitan General Sessions, Circuit, Chancery and Criminal Courts that the supplemental and replacement pages to the Code of the Metropolitan Government which are described in Section 1 hereof are available.

Section 6. That this readoption of the Code of The Metropolitan Government of Nashville and Davidson County shall be cited in Sections 1.01.010 through 1.01.050, inclusive, of said Code.

Section 7. The ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

#### Analysis

This ordinance is a routine readoption of the Metro Code to include all ordinances enacted on or before December 16, 2020.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-690, **Version:** 1

---

An ordinance authorizing the granting of a permanent easement to Nashville Electric Service (hereinafter "NES") on certain property owned by the Metropolitan Government (Parcel No. 17400000700) (Proposal No. 2021M-011ES-001).

WHEREAS, the Metropolitan Government of Nashville and Davidson County owns a park known as Orchard Bend Park located at 5605 Pettus Road (Parcel No. 17400000700); and,

WHEREAS, NES has requested a permanent easement, as described in the attached Easement Agreement and shown on Exhibit A, across said property for the purpose of obtaining the perpetual right to enter and to erect, maintain, repair and rebuild stub poles, anchors and necessary guy wires on the property located at 5605 Pettus Road (Parcel No. 17400000700).

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

Section 1. The granting of a permanent easement to NES for the purpose of allowing the perpetual right to enter and to erect, maintain, repair and rebuild stub poles, anchors and necessary guy wires, as described in the attached Easement Agreement and shown in Exhibit A, is hereby approved.

Section 2. That the Director of Public Property Administration is hereby authorized to grant said easement and to execute the necessary documents pertaining thereto.

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 grants a 100 square foot permanent easement to Nashville Electric Service (NES) for Metro-owned property located at 5605 Pettus Road. This easement is needed for NES to erect, maintain, repair, and rebuild stub poles, anchors, and necessary guy wires. 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

February 11, 2021

To: Ron Colter, Metro Finance

**Re: Pettus Road Easement**  
**Planning Commission Mandatory Referral #2021M-011ES-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 an ordinance authorizing the granting of a permanent easement to Nashville Electric Service (hereinafter "NES") on certain property owned by the Metropolitan Government (Parcel No. 17400000700) (Proposal No. 2021M-011ES-001).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites



This instrument Prepared by:  
Laura Smith, VP & General Counsel  
Electric Power Board  
1214 Church Street  
Nashville, TN 37246

GRANT OF ANCHOR EASEMENT TO THE  
METROPOLITAN GOVERNMENT OF NASHVILLE AND  
DAVIDSON COUNTY, ACTING BY AND THROUGH THE  
ELECTRIC POWER BOARD OF SAID GOVERNMENT

For and in consideration of the sum of \$ 10.00, cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereinafter referred to as Grantor, have this day granted to the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government, hereinafter referred to as Grantee, a permanent easement for the following purposes, namely: The perpetual right to enter and to erect, maintain, repair and rebuild, stub poles, anchors and necessary guy wires; all over, upon, and across the following described land, to wit:

ANCHOR EASEMENT

A tract of land in Said County, Tennessee; generally located in the City Of Nashville being more particularly described as follows:

Being a 20' x 5' Anchor Easement as located and constructed on said property being known as Parcel 7.00 on Davidson County Tax Map No. 174 at a location known and agreed to by the grantor(s). See attached Exhibit "A".

Being a portion of that property conveyed to Metro Government as of record in Instrument No. 20140528-0045927, Register's Office of Said County, Tennessee

To have and to hold the said easement to Grantee, its successors and assigns forever. We covenant with the said Grantee that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, except those shown of record, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damages incidental to the exercise of any of the rights above described; except that said Grantee shall remain liable for any additional damages which may be caused to the property of the undersigned in the erection and maintenance of said anchors and guy wires.

IN WITNESS WHEREOF, we have subscribed our names on this the 4 day of March, 2021.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

By: [Signature]  
For: METROPOLITAN Gov't of Nashville + Davidson County  
Title: Public Property Director

Before me, Maya Dixon of the state and county mentioned, personally appeared Trael Webb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of \_\_\_\_\_, the within named bargainor, a corporation, and that such president or officer as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as \_\_\_\_\_.

[Signature]  
Notary Public

My Commission Expires:  
7/3/2023









# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-691, **Version:** 1

---

An ordinance authorizing the acquisition of certain right-of-way easements, drainage easements, temporary construction easements and property rights by negotiation or condemnation for use in public projects of the Metropolitan Government, acting by and through the Metropolitan Department of Public Works, for Implementation of Complete Streets SR 1(US-41/Murfreesboro Pike), from I-24 Ramps to Foothill Road, Federal Project No. STP-M-NH-1(372) State Project No. 19PLM-F1-149, PIN 125309.00 (Proposal No. 2021M-012AG-001) and upon acquisition, the conveyances of said easements to the State of Tennessee.

WHEREAS, it is in the public interest that right-of-way easements, drainage easements, temporary construction easements, and property rights (hereto referred to as “easements and property rights”) be acquired by the Metropolitan Government, for use in public projects of the Metropolitan Government, initially for the purposes of PIN 125309.00, Proposal No. 2021M-012AG-001, Implementation of Complete Streets SR 1 (US-41/Murfreesboro Pike); and,

WHEREAS, that said easements and property rights are located on the properties described in Exhibit 1 hereto; and,

WHEREAS, the easements and property rights are further described in the Metropolitan Public Works Department’s plans on file for PIN 125309.00, Proposal No. 2021M-012AG-001, Implementation of Complete Streets SR 1 (US-41/Murfreesboro Pike); and,

WHEREAS, upon acquisition, Metro will convey to the State of Tennessee, Tennessee Department of Transportation (TDOT), said easements and property rights acquired for PIN 125309.00.

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, by and through the Director of Public Property Administration, is hereby authorized to acquire by negotiation or condemnation the following described easements and property rights for use in public projects of the Metropolitan Government, initially for purposes of PIN 125309.00, Proposal No. 2021M-012AG-001, Implementation of Complete Streets SR 1 (US-41/Murfreesboro Pike), the same being for a public purpose and the public convenience requiring it.

Section 2. The easements and property rights to be acquired are described in the Metropolitan Public Works Department’s plans on file for PIN 125309.00, Proposal No. 2021M-012AG-001, Implementation of Complete Streets SR 1 (US-41/Murfreesboro Pike), and located on the property described in Exhibit 1 hereto, which plans and Exhibit are incorporated herein.

Section 3. The Director of Public Property Administration or his/her designee, upon acquisition of said easements and property rights, is authorized to convey such interest as the Metropolitan Government may have in said easements acquired for PIN 125309.00, to the State of Tennessee.

Section 4. The Director of Public Property Administration or his/her designee, when it is deemed necessary to acquire easements on a state route by eminent domain, is hereby authorized to request that the State Attorney General’s Office initiate condemnation proceedings.

Section 5. All necessary and incidental costs of the easements and property rights herein authorized to be

acquired shall be paid from funds authorized from Fund No. 40017 and Business Unit No. 42408017.

Section 6. 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 authorizes the acquisition of easements for properties located along Murfreesboro Pike from the I-24 exit ramps to Foothills Drive. These easements are needed for the construction of a sidewalk project. The estimated cost for the right-of-way easements is \$450,000, 80% of which (\$360,000) will be paid by the federal government and 20% (\$90,000) by Metro. Upon acquisition, the easements will be transferred to the State of Tennessee.

This ordinance has been approved by the planning commission.

# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER  
MAYOR



DEPARTMENT OF PUBLIC WORKS  
750 S. 5<sup>TH</sup> STREET  
NASHVILLE, TENNESSEE 37206

March 16, 2021

Mr. Kevin Crumbo  
Director of Finance  
Metro Nashville and Davidson County

RE: Prop. No. 2021M-012AG-001, ordinance approving the authorization of acquisition and subsequent conveyance of right-of-way for the BRT Complete Street on Murfreesboro Pike, Fed No. STP-M-24(60); State No. 19PLM-F1-128

Mr. Crumbo,

This ordinance will give Public Properties authority to acquire easements on Murfreesboro Pike from the I-24 exit ramps to Foothills Drive in accordance with the construction of sidewalk improvements within those limits. Metro is responsible for all phases of project work and has received a matching federal grant through TDOT to develop and complete the work.

The total estimated cost to acquire the right-of-way is **\$450,000** (80% fed - \$360,000; 20% local - \$90,000). Funds to be allocated from Fund 40017, BU 42408017 (local); BU 42412050 (fed).

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell K. Moore", is written over a large, stylized blue flourish that starts with a long horizontal line and curves upwards and to the right.

Darrell K. Moore  
Project Manager  
Metro Nashville Public Works  
615-862-8730  
Darrell.Moore@nashville.gov



**DAVIDSON COUNTY**

SF-1, FROM RAMP TO I-24 WESTBOUND TO FOOTHILL DRIVE

## PRELIMINARY

STATE HIGHWAY NO. SR-1 F.A.H.S. NO. US-41

TENN.	YEAR	SHEET NO.
	2020	1
FED. AID PROJ. NO.	STP-MNH-1(372)	
STATE PROJ. NO.	18LPLM-FD-148	

### PROJECT LOCATION



## PRELIMINARY PLANS

NO EQUATIONS

NO EXCLUSIONS

19LPLM-F0-149  
BEGIN PROJECT NO. STP-M-NH-1(372) PRELIMINARY  
STA. 224+37.68 MURFREESBORO PIKE  
N 658852.5283 E 1754448.2734

19LPLM-F0-149  
END PROJECT NO. STP-M-NH-1(372) PRELIMINARY  
STA. 254+18.00 MURFREESBORO PIKE  
N 855150.1228 E 1756885.2457

LOCALLY MANAGED PROJECT	LOCALLY LET PROJECT
-------------------------	---------------------

STATE PROJECT NUMBER: 19LPLM-FD-149  
FEDERAL PROJECT NUMBER: STP-M-NH-11372  
DOT PLAN NUMBER: 125309-00

### SPECIAL NOTES

PROPOSALS MAY BE REJECTED IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

DESIGNER : LEE SCHUMANN, P.E.

CHECKED BY : CHRIS RHODES, P.E.

PE NO 18LPLM-F0-149

PIN NO. 125309.00

PRELIM. LENGTH	.	MILES
ROADWAY LENGTH	.	MILES
BRIDGE LENGTH	.	MILES
BOX BRIDGE LENGTH	.	MILES
BOX BRIDGE LENGTH	.	MILES ▲
PROJECT LENGTH	0.564	MILES

SR 1

SURVEY 05-30-18	TRAFFIC DATA	
	ADT (2019)	27,280
	V	45 MPH

STATE PLANE COORDINATES ARE BASED ON GPS MEASUREMENTS  
OBTAINED 05-30-18 USING GEOID 2012B MODEL AND DATUM  
ADJUSTMENT FACTOR OF 1.00005

APPROVED:

CITY ENGINEER

DATE:

APPROVED:

JOHN COOPER, MAYOR

2/15/2020 2:13:20 PM  
C:\INSH\_Roadway\16255000 - Murfreesboro Pike Complete Streets\Cadd\Plans\001 - Title Sheet.dgn

EXHIBIT 1

R.O.W. ACQUISITION TABLE

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM	2020	6TP-M-NH-1(372)	3A

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA ACRES			AREA TO BE ACQUIRED ACRES			AREA REMAINING ACRES		EASEMENT (SQUARE FEET)		
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERM. DRAINAGE	SLOPE	CONST.
				BK	PAGE											
1	SHREE INVESTMENTS	106-11	4-06	8617	696	1.430		1.430				1.430				
2	IBRAHIM, HATEM N	106-00	106-00	4137	416		0.520	0.520					0.520		612	1125
3	EZELL, L.L.C.	106-00	70-00	11597	367	0.880		0.880	372 S.F.		372 S.F.	0.871			42	1640
4	PATEL, SANJAY D.	106-00	173-00				0.770	0.770					0.770		868	1706
5	SHAAR FORERO PROPERTIES, INC.	106-00	110-00	4350	13	1.600		1.600				1.600			35	260
6	PATEL, SANJAY D.	106-00	25-00	8091	69		4.180	4.180					4.180		18	397
7	KIMBRO EQUITIES I	106-00	71-00	343	12	1.540		1.540	114 S.F.		114 S.F.	1.537			344	1690
8	KAHMAN LIMITED LIABILITY COMPANY	106-00	26-00	8098	832		4.000	4.000		311 S.F.	311 S.F.		3.693		459	1606
9	LGN SUMMIT, LLC	106-00	72-00	1896	298	16.016		16.016					16.016			
10	PATEL, SANJAY D.	106-00	28-00	3762	279		0.490	0.490					0.490			
11	SOLLEY FAMILY PARTNERSHIP II LTD	106-00	166-00			3.920		3.920						922	4107	0.121 AC
12	BM REAL ESTATE, LLC	106-00	132-00	1420	161		0.140	0.140					0.140			
13	SOLLEY FAMILY PARTNERSHIP II LTD	106-12	27-00			2.910		2.910					2.910			
14	FIRST AMERICAN NATIONAL BANK	106-00	120-00	4510	61		0.830	0.830	80 S.F.		80 S.F.		0.826		76	1040
15	PICADILLY HOLDINGS, LLC	106-00	74-00	6900	994	3.750		3.750				3.750			1577	4249
16	ELLIS INVESTMENTS	106-00	117-00	4528	223		1.970	1.970					1.970		16	1069
17	STATE OF TENNESSEE	106-00	75	1303	291	52.490		52.490				52.490			16	766
18	CROWN CHARLIE'S LLC	106-00	116-00	4485	741		0.640	0.640					0.640		615	1503
19	J & H 880 PROPERTY, LLC	106-00	76-00	6050	329	0.450		0.450				0.450			85	740
20	COMMERCE UNION BANK	106-00	119-00	6322	514		0.940	0.940	88 S.F.		88 S.F.		0.938		251	644
21	J & H 880 PROPERTY, LLC	106-00	177-00	6050	329	0.510		0.510				0.510			261	740
22	PATEL, JAYANTILAL V. & HUSUMATI J.	106-00	27-00	10804	544		2.020	2.020	159 S.F.		159 S.F.		2.016		624	1196
23	PAZDOKI, MOSTAFA	106-00	160-00	8050	329	0.780		0.780				0.780			263	658
24	ZERIT, HENCOCK A.	106-00	27-00	2957	240		0.330	0.330					0.330		2	548
25	PAZDOKI, MOSTAFA	106-00	76-00			0.450		0.450				0.450			204	602
26	NASHVILLE CHRISTIAN TOWERS, INC.	106-00	113-00	4197	851		3.170	3.170				3.290	3.170			193
27	ESS PRISA LLC	106-00	77-00	9700	715	3.290		3.290							60	248
28	NASHVILLE CHRISTIAN TOWERS, INC.	106-00	169-00	11269	299		0.676	0.676					0.676			
29	UNION IN, LLC	106-00	144-00	6209	286	1.686		1.686				1.686				
30	OLIVE BRANCH MISSIONARY BAPTIST CHURCH	106-00	176-00	11190	85		0.000	0.000					0.000			
31	MARTINEZ, LOUISE	106-00	78-00	4412	203	0.236		0.236				0.236				
32	CLARK PROPERTIES, LLC	106-00	20-00	6090	160		6.436	6.436								
33	CLARK INVESTMENTS, LLC	106-00	149-00	6090	156		0.520	0.520					0.520			

DISTURBED AREA	
IN BETWEEN SLOPE LINES	0.634 (AC)
15 FOOT WIDE STRIP (OUTSIDE SLOPE LINES)	0.660 (AC)
TOTAL DISTURBED AREA	1.294 (AC)

PRELIMINARY  
PLANS

SEALED BY

CITY OF NASHVILLE

RIGHT-OF-WAY  
ACQUISITION  
TABLE

REVISION FROM LEE SCHUMANN – Kimley-Horn

3/12/19

We utilized the TDOT cost estimator spreadsheet to approximate construction costs. As noted below, we assumed 22 tracts would be affected by slope and/or construction easements. Minimal ROW will need to be acquired. Construction costs have been inflated 10% per year for 2 years.

**ROW – \$450,000**

- ROW Appraisal/Review Appraiser/Negotiation/Title Attorney/Task Coordination -22 tracts (estimated fee based on recent project) - \$200,000
- Purchase ROW - \$250,000

**Construction - \$3,300,000**

- Construction Cost (with 10% inflation per year and 15% contingency) - \$3,000,000
- CEI (10% of Construction Cost) – \$300,000

**Revised Total – \$3,750,000**

Please let me know if you need anything additional.

Thanks,

Lee

**From:** Schumann, Lee

**Sent:** Tuesday, March 12, 2019 3:44 PM

**To:** 'Moore, Darrell (Public Works)' <[Darrell.Moore@nashville.gov](mailto:Darrell.Moore@nashville.gov)>

**Cc:** Rhodes, Chris <[Chris.Rhodes@kimley-horn.com](mailto:Chris.Rhodes@kimley-horn.com)>

**Subject:** RE: Murfreesboro Pike updated estimates

Darryl,

We utilized the TDOT cost estimator spreadsheet to approximate construction costs. As noted below, we assumed 22 tracts would be affected by slope and/or construction easements. Minimal ROW will need to be acquired. Construction costs have been inflated 10% per year for 2 years.

**ROW – \$450,000**

- ROW Appraisal/Review Appraiser/Negotiation/Title Attorney/Task Coordination -22 tracts (estimated fee based on recent project) - \$200,000
- Purchase ROW - \$250,000

**Construction - \$3,300,000**

- Construction Cost (with 10% inflation per year and 15% contingency) - \$3,000,000
- CEI (10% of Construction Cost) – \$300,000

**Total – \$3,800,000**

Please let me know if you need anything additional.

Thanks, Lee



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-693, **Version:** 1

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An ordinance establishing a Special Solid Waste Commission to review and identify solutions for the long-term disposal of Nashville's solid waste.

WHEREAS, on February 2, 2021, the Metropolitan Council adopted Resolution No. RS2021-751 approving an amendment to and extension of the Metropolitan Government's contract (the "Contract") with BFI Waste Services, LLC, currently operating as Republic Services, Inc. ("Republic") for operation of a solid waste transfer station and for the disposal of solid waste; and

WHEREAS, the Contract, which has been extended through Fiscal Year 2027, requires Republic to operate a waste transfer station for all of the solid waste collected by Metro Public Works and its collection contractors, which is then trucked to the Republic-owned Middle Point landfill in Rutherford County; and

WHEREAS, the Middle Point landfill in Rutherford County is currently nearing capacity; and

WHEREAS, while the current contract with Republic requires them to dispose of Metro's solid waste through 2027 at a location outside of Davidson County, Metro will soon need to develop a long-term solution to our future solid waste disposal needs; and

WHEREAS, it is fitting and proper that a Special Solid Waste Commission comprised of elected officials, former elected officials, and advisors be established to identify solutions for the long-term disposal of solid waste.

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

Section 1. There is hereby established a Special Solid Waste Commission ("the Commission"). The Commission shall be comprised of eleven members. To the extent the below persons are willing to serve, then such persons shall automatically be included as members of the Commission. If any of the below persons are not willing to serve, then the Mayor shall appoint the necessary members to reach a total of eleven Commission members, who shall be confirmed by a majority of the whole membership of the Metropolitan Council.

Former Governor and Mayor Phil Bredesen  
Former Mayor Bill Purcell  
Former Mayor Karl Dean  
Former Mayor David Briley  
Former Mayor Megan Barry  
Former Vice Mayor Howard Gentry  
Mayor John Cooper  
Vice Mayor Jim Shulman  
Councilmember Jonathan Hall  
Former Chief Operating Officer and Director of Finance Rich Riebeling  
Special Advisor Bernice Winfrey

Section 2. The purpose of the Commission is to identify solutions and make recommendations regarding the disposal of Nashville's solid waste over the next 75 years. As part of its work, the Commission should interview representatives from Republic and Red River Service Corporation, as well as consultants and former elected officials from New York, New Jersey, and California. The Commission is to explore various tools and options, including but not limited to: fees for waste generators and haulers, fines for commercial establishments who do not meet a certain recycling threshold, incentives for recycling, and anticipated property tax revenues that will be needed for long-term solid waste disposal.

Section 3. The Commission shall be staffed by the Metropolitan Department of Public Works or any successor agency responsible for solid waste collection. The Commission shall submit its written findings and any recommendations for further action to the Metropolitan Council within one year from the date of the first meeting of the Commission. The Commission shall terminate upon its submission of the Report and Recommendations to the Council.

Section 4. This ordinance shall take effect from and after its, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

#### Analysis

This ordinance would create a new Metro commission to explore solutions to Metro's long term solid waste collection needs. The recitals of the ordinance note that under Metro's solid waste disposal contract with Republic Services, Inc., Metro currently trucks its solid waste to the Middle Point Landfill in Rutherford County, which is nearing capacity. The Council recently extended Metro's contract with Republic through FY2027.

This ordinance would establish an 11 member Special Solid Waste Commission to identify solutions and make recommendations to the Metro Council regarding the disposal of Nashville's solid waste over the next 75 years. To the extent the below persons are willing to serve, then such persons shall automatically be included as members of the Commission:

- Former Governor and Mayor Phil Bredesen
- Former Mayor Bill Purcell
- Former Mayor Karl Dean
- Former Mayor David Briley
- Former Mayor Megan Barry
- Former Vice Mayor Howard Gentry
- Mayor John Cooper
- Vice Mayor Jim Shulman
- Councilmember Jonathan Hall
- Former Chief Operating Officer and Director of Finance Rich Riebeling
- Special Advisor Bernice Winfrey

If any of these persons are not willing to serve, then the Mayor would appoint the necessary members to reach a total of eleven Commission members, who are subject to confirmation by 21 Council votes.

The ordinance provides that the Commission should interview representatives from Republic and Red River Service Corporation, as well as consultants and former elected officials from New York, New Jersey, and California. The Commission is to explore various tools and options, including but not limited to: fees for waste generators and haulers, fines for commercial establishments who do not meet a certain recycling threshold, incentives for recycling, and anticipated property tax revenues that will be needed for long-term solid waste disposal.

The Commission would be staffed by Metro Public Works and then by Metro Water Services after the transfer of the solid waste functions takes place under the terms of the memorandum of understanding approved by Resolution No. RS2021-794. The Commission would be required to submit recommendations to the Council within one year of its first meeting.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: BL2021-694, Version: 1**

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An ordinance requiring all existing culverts, inlets, storm drains, and ditches within the T2- Rural Neighborhood Policy and T3- Suburban Neighborhood Policy to be upgraded, retro-fitted and/or constructed to current Storm Water Management Manual Standards by December 31, 2026.

WHEREAS, the Metropolitan Nashville - Davidson County Stormwater Management Manual, as currently applied, was adopted in February of 2016; and

WHEREAS, Chapter 6 of the Metropolitan Nashville - Davidson County Stormwater Management Manual, labeled "Technical Guidelines and Criteria", provides current dimension specifications and other regulatory provisions for stormwater infrastructure, including culverts, inlets and storm drains; and

WHEREAS, stormwater infrastructure in many rural and suburban neighborhood portions of the General Services District -- most notably those areas within the T2- Rural Neighborhood Policy and T3- Suburban Neighborhood Policy -- has failed to keep pace with competing demands of development and stormwater management; and

WHEREAS, while capital budget funding must be allocated across multiple competing priorities, the stormwater infrastructure needs of Nashville's rural and suburban areas have been neglected for decades and must be rectified.

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

Section 1. On or before December 31, 2026, all existing culverts, inlets, storm drains, and ditches within the T2 - Rural Neighborhood Policy and T3- Suburban Neighborhood Policy shall be upgraded, retro-fitted, and/or constructed to the specifications and standards set forth within the current Storm Water Management Manual Standards, as adopted February 2016.

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

### Analysis

This ordinance would require that all existing culverts, inlets, storm drains, and ditches within the T2- Rural Neighborhood Policy and T3- Suburban Neighborhood Policy be upgraded, retrofitted, and/or constructed to the specifications of the Stormwater Management Manual Standards. This work would be required to be completed by December 31, 2026. The justification for the ordinance in the recitals is that stormwater infrastructure improvements in many rural and suburban areas of the General Services District, specifically those areas within the T2- Rural Neighborhood Policy and T3- Suburban Neighborhood Policy, has failed to keep pace with the impact development has had on stormwater management.

*Fiscal Note: The costs to implement the improvements proposed by this ordinance are anticipated to range from tens of millions -- if not hundreds of millions -- of dollars. A precise estimate of costs has not yet been*

*determined by Water Services due to expansive size of the proposed Stormwater project.*





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-695, **Version:** 1

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An ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and Prism Properties, to provide public water service improvements for Prism's proposed development, as well as other existing properties in the area (MWS Project No. 19-WL-0070 and Proposal No. 2021M-013AG-001).

WHEREAS, pursuant to the terms of the participation agreement, attached hereto as Exhibit 1, Prism Properties ("PRISM") in compliance with all Metropolitan Government of Nashville and Davidson County ("METRO") requirements and specifications, will contract and oversee the abandonment of approximately 428 linear feet of existing two inch water main and approximately 492 linear feet of six inch water main, and the construction/installation of approximately 882 linear feet of six inch water main and one fire hydrant assemblies on Sharpe Avenue, to serve the residents on Sharpe Avenue and a portion of McFerrin Avenue, as shown in Exhibit 2 hereto attached, Project No. 19-WL-0070; and,

WHEREAS, METRO will inspect the construction and upon acceptance, will be responsible for ongoing operation and maintenance; and,

WHEREAS, METRO agrees to pay the lesser of fifty percent (50%) of the actual project costs that benefit both parties, not to exceed Sixty-Two Thousand Seven Hundred Eight Dollars (\$62,708.00); and,

WHEREAS, as part of this project PRISM further agrees to improve the public water main the remaining distance to McFerrin Avenue to the benefit of the general community and the public water system without benefit to Prism and be reimbursed by METRO not to exceed One Hundred Fifty-Six Thousand Fifty-Two Dollars (\$156,052.00); and,

WHEREAS, the Project is deemed to benefit both parties and the general community.

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

Section 1. The participation agreement (Exhibit 1) between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, and Prism Properties to improve public water services in Davidson County, Tennessee, attached hereto and incorporated herein, is hereby approved, and the Director of Water and Sewer Services is authorized to execute the same.

Section 2. Sixty-Two Thousand Seven Hundred Eight Dollars (\$62,708.00) from METRO is available in Fund No. 47410 to pay the lesser of fifty percent (50%) of the project costs that benefit both parties and One Hundred Fifty-Six Thousand Fifty-Two Dollars (\$156,052.00) from METRO is available in Fund No. 47410 to reimburse PRISM for the additional work being completed, for a total contribution of Two Hundred Eighteen Thousand Seven Hundred Sixty Dollars (\$218,760.00) toward the Project.

Section 3. Amendments to this legislation shall be approved by resolution.

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

### Analysis

This ordinance approves a participation agreement between Metro Water Services and Prism Properties for water infrastructure improvements serving properties on Sharpe Avenue and McFerrin Avenue. Prism will contract and oversee the abandonment of approximately 428 linear feet of existing two inch water main and approximately 492 linear feet of six inch water main, and the construction/installation of approximately 882 lineal feet of six inch water main and one fire hydrant assembly. Although part of this work is necessary for the Sharpe Townhomes project, the project includes additional infrastructure work to improve service to neighboring residents.

Metro agrees to reimburse Prism \$218,760 for the public infrastructure work. The improvements must be completed by April 1, 2022.

Amendments to this ordinance may be approved by resolution.

**SHARPE AVENUE TOWNHOMES PARTICIPATION AGREEMENT**

THIS AGREEMENT is entered into by and between PRISM PROPERTIES., hereinafter known as "PRISM", and The Metropolitan Government of Nashville and Davidson County acting through the Metropolitan Department of Water and Sewerage Services, hereinafter known as "**METRO**".

**WHEREAS**, both PRISM and **METRO** desire to provide improved public water service for both its proposed development as well as the existing properties in this area; and

**WHEREAS**, PRISM has been approved to serve its development SHARPE AVENUE TOWNHOMES; known as Project No. 19WL0070, and

**WHEREAS**, the provision of such water service will directly benefit both parties and the general community of Nashville and Davidson County, Tennessee; and

NOW, THEREFORE, PRISM AND METRO AGREE AS FOLLOWS:

**I. SCOPE OF WORK:**

A project consisting of the construction of approximately 882 linear feet of 6-inch water main (DIP), and one (1) fire hydrant assembly to serve the Sharpe Avenue Townhomes development, Project No. 19WL0070. 393 linear feet of the 6-inch water main replacement is to facilitate the necessary flow volumes for required domestic and fire flows. 489 linear feet of this 6-inch water main replacement will replace a segment of existing 2-inch and 6-inch water main scheduled to be replaced under MWS' Water Infrastructure Rehabilitation Program.

**II. PAYMENT TERMS AND CONDITIONS:**

A. PRISM will contract and oversee construction of this project, and the new public water infrastructure improvements design shall meet all METRO specifications and requirements including telemetry and any required repeater sites.

B. **METRO** will inspect the construction and will be responsible for ongoing operation and maintenance.

C. **METRO's** level of participation is based on a determination by METRO utilizing a benefit/cost analysis to the project area's existing customer base and overall systemic operational needs. For this specific project, **METRO's** level of participation on the replacement of approximately 428 linear feet of 2-inch water main will be the lesser of 50% of the actual project costs not to exceed \$62,708.00 as a contribution towards these improvements.

As a part of this project, PRISM agrees to replace approximately 492 linear feet of existing 6-inch water main to McFerrin Avenue which has been determined to benefit the general community and the public water system. This portion will be inspected and fully reimbursed by Metro not to exceed \$156,052.00. This amount is based on the secured competitive bid prices of 3 licensed contractors. The awarded bid amount and unit prices are within range of recently bid public projects of similar scope and size.

D. This agreement is subject to the approval through Ordinance (three readings) of The Metropolitan Council of Nashville and Davidson County and will be null and void if the improvements are not operational by April 1, 2022.

E. This project must be constructed or obligated for this Funding Agreement to become binding on either party.

**III. FUTURE AMENDMENTS:**

Any future amendments to this agreement shall be approved by resolution of the Metropolitan Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

RECOMMENDED BY:

DocuSigned by:

Scott Potter

994E7D0AE02B458

Director Metropolitan Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumboltz

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Director of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Tara Ladd

E355FC378EF2427...

Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Mayor

ACCEPTED BY:

Steve Scheibe

Developer

Sworn to and subscribed to before me, a Notary Public,  
22nd day of March 2021  
by Steve Scheibe of  
Developer and duly authorized to execute this instrument  
on Developer's behalf.

Priscilla Vance

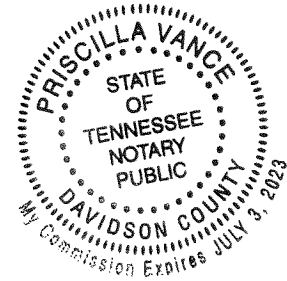
Notary Public

My Commission Expires: 07/03/2023

ATTEST:

Metropolitan Clerk

Date:





**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department  
Metro Office Building  
800 Second Avenue South  
Nashville, Tennessee 37201

March 23, 2021

To: Peggy Deaner, Metro Water Services

**Re: Metro Water Services and Prism Homes Participation Agreement**

**Planning Commission Mandatory Referral #2021M-013AG-001**

Council District #05 – Sean Parker, 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 an ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and Prism Properties, to provide public water service improvements for Prism's proposed development, as well as other existing properties in the area (MWS Project No. 19-WL-0070 and Proposal No. 2021M-013AG-001).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in cursive script that reads "Lucy Alden Kempf".

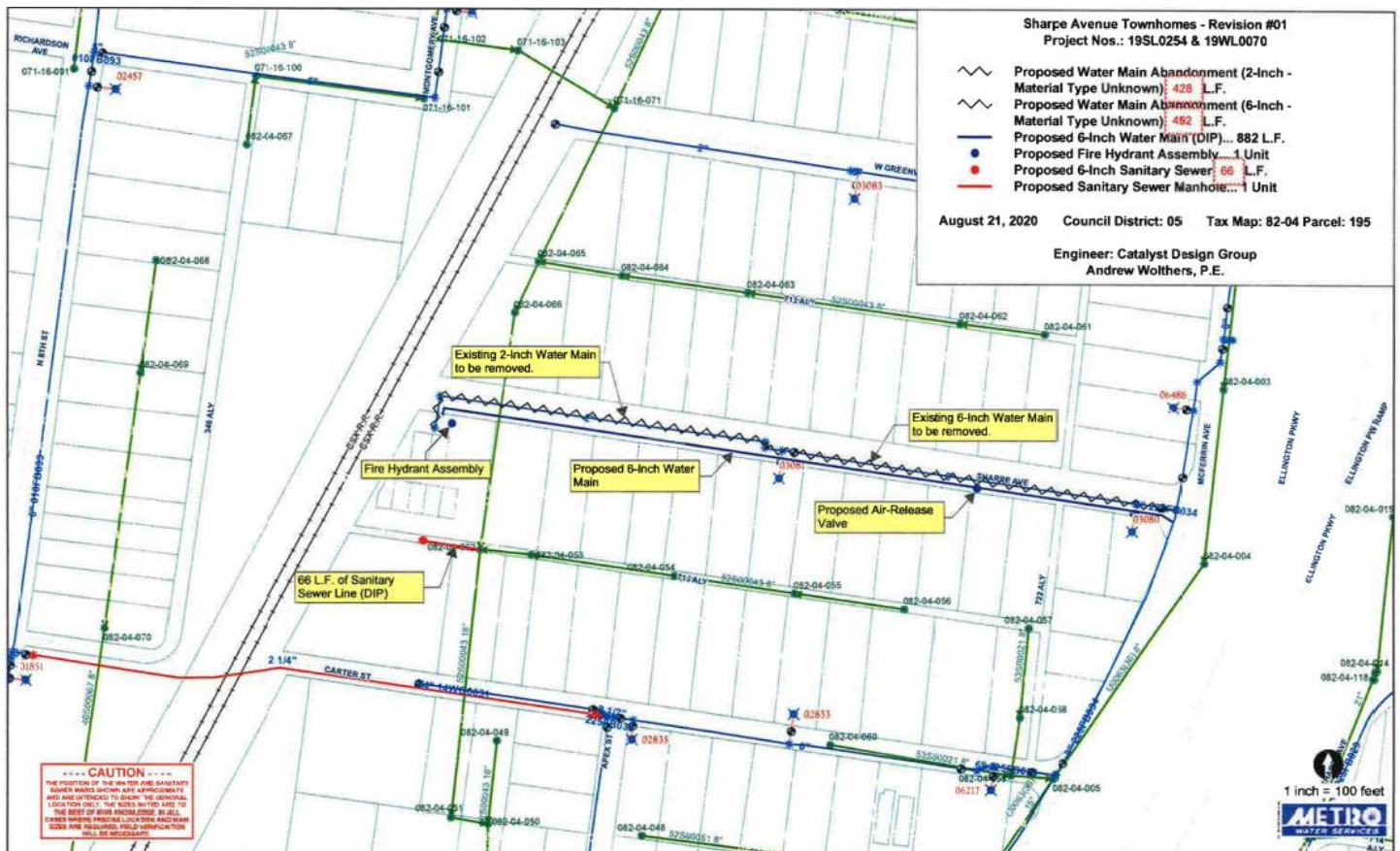
Lucy Kempf  
Director

Metro Planning Department

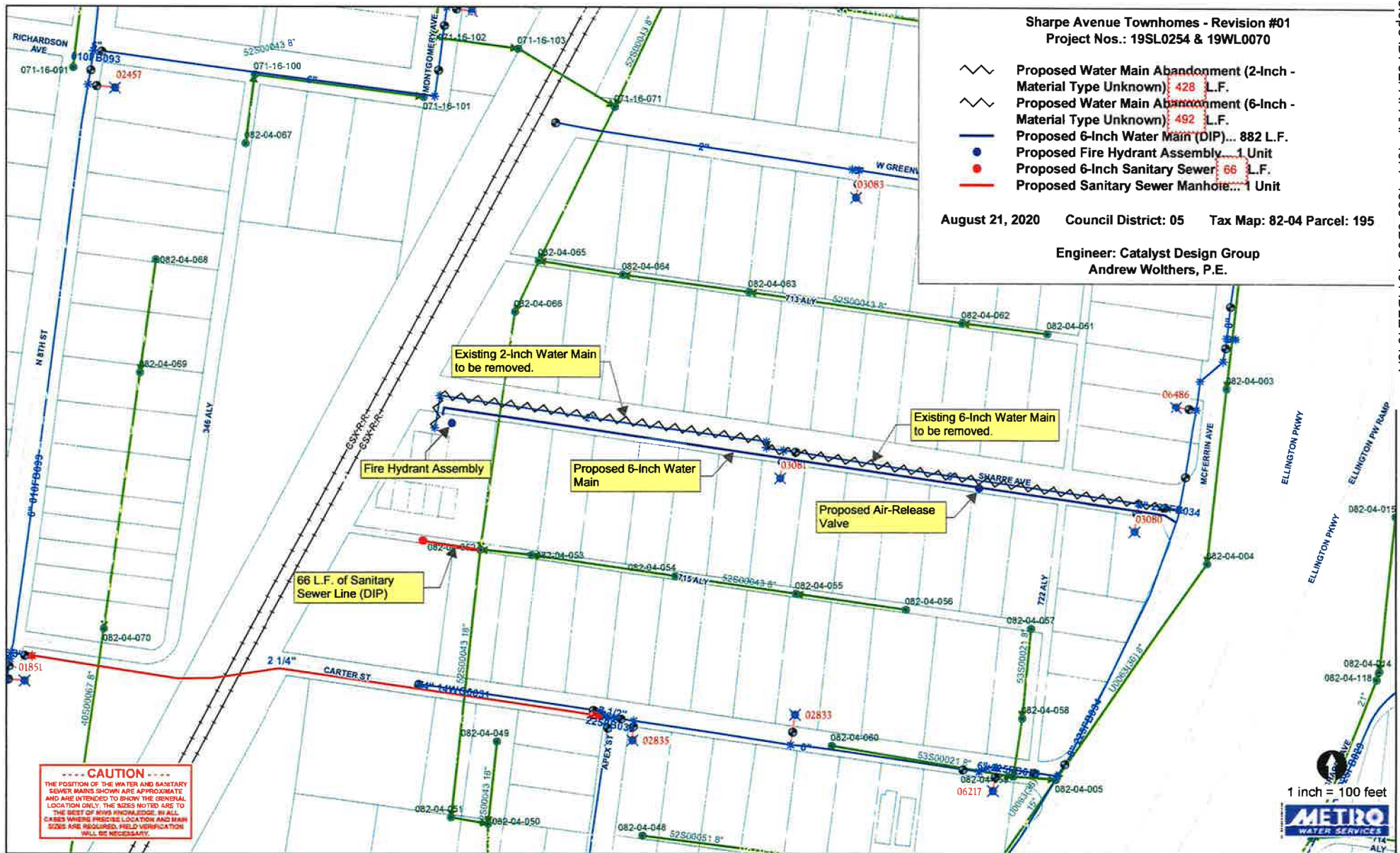
cc: Metro Clerk, Elizabeth Waites

**Re: Metro Water Services and Prism Homes Participation Agreement**  
**Planning Commission Mandatory Referral #2021M-013AG-001**  
Council District #05 – Sean Parker, Council Member

*A request for an ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and Prism Properties, to provide public water service improvements for Prism's proposed development, as well as other existing properties in the area (MWS Project No. 19-WL-0070 and Proposal No. 2021M-013AG-001).*







ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No. \_\_\_\_\_

An ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and Prism Properties, to provide public water service improvements for Prism’s proposed development, as well as other existing properties in the area (MWS Project No. 19-WL-0070 and Proposal No. 2021M-013AG-001).

Introduced \_\_\_\_\_

Passed First Reading \_\_\_\_\_

Amended \_\_\_\_\_

Passed Second Reading \_\_\_\_\_

Passed Third Reading \_\_\_\_\_

Approved \_\_\_\_\_

By \_\_\_\_\_  
Metropolitan Mayor

Advertised \_\_\_\_\_

Effective Date \_\_\_\_\_





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-696, **Version:** 1

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An ordinance authorizing the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, to provide public stormwater service improvements for Germantown JV, LLC proposed development, as well as other existing properties in the area (MWS Project No. SWGR# 2020044500 and Proposal No. 2021M-014AG-001).

WHEREAS, pursuant to the terms of the participation agreement, attached hereto as Exhibit 1, Germantown JV, LLC ("DEVELOPER") in compliance with all Metropolitan Government of Nashville and Davidson County ("METRO") requirements and specifications, will contract and oversee the construction/installation of approximately 539 linear feet of a structural geopolymer lining within the existing 72 inch brick storm line and a new stormwater manhole at or near 1420 Adams Street to serve the Van Buren stormwater drainage basin, as shown in Exhibit 2 hereto attached, Project No. SWGR# 2020044500; and,

WHEREAS, METRO will inspect the construction and will be responsible for ongoing operation and maintenance upon formal acceptance; and,

WHEREAS, METRO agrees to participate not to exceed, Three Hundred Forty-Six Thousand Eight Hundred Ninety Dollars and One Cent (\$346,890.01), to be reimbursed after completion and inspection of the project; and,

WHEREAS, the Project is deemed to benefit both parties and the general community.

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

Section 1. The participation agreement (Exhibit 1) between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, and Germantown JV, LLC to improve public stormwater services in Davidson County, Tennessee, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. Three Hundred Forty-Six Thousand Eight Hundred Ninety Dollars and One Cent (\$346,890.01) from METRO is available in Fund No. 47410 to pay actual project costs not to exceed Three Hundred Forty-Six Thousand Eight Hundred Ninety Dollars and One Cent (\$346,890.01) as a contribution toward the Project.

Section 3. Amendments to this legislation shall be approved by resolution.

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

### Analysis

This ordinance approves a participation agreement between Metro Water Services and Germantown JV, LLC for water infrastructure improvements in the vicinity of 1420 Adams Street to serve the Van Buren stormwater drainage basin. The developer will contract and oversee the installation of 539 linear feet of a structural geopolymer lining within the existing 72 inch brick storm line and a new stormwater manhole.

Metro agrees to reimburse the developer \$346,890.01 for a portion of the public infrastructure work. The total

infrastructure cost is \$596,890.01. The improvements must be completed within 18 months.

Amendments to this ordinance may be approved by resolution.

## **MODERA GERMANTOWN PARTICIPATION AGREEMENT**

THIS AGREEMENT is entered into by and between Germantown JV LLC, a Delaware limited liability company, hereinafter known as "**DEVELOPER**", and The Metropolitan Government of Nashville and Davidson County acting through the Metropolitan Department of Water and Sewerage Services, hereinafter known as "**METRO**".

**WHEREAS**, both **DEVELOPER** and **METRO** desire to provide improved public stormwater service for both its proposed development as well as the existing properties in this area; and

**WHEREAS**, such improved water service has been approved to serve **DEVELOPER's** development "Modera Germantown", known as Project No. [SWGR# 2020044500], and

**WHEREAS**, the provision of such stormwater service will directly benefit both parties and the general community of Nashville and Davidson County, Tennessee; and

**NOW, THEREFORE, DEVELOPER AND METRO AGREE AS FOLLOWS:**

### **I. SCOPE OF WORK:**

A project consisting of the installation of approximately 539 linear feet of a +/- 1.72 inch structural geopolymer lining within the existing 72-inch brick storm line and construction of 1 new storm manhole at or near 1420 Adams Street, Nashville, TN to serve the Van Buren stormwater drainage basin, Project No: SWGR# 2020044500. All existing storm lines and structures will remain, and pavement repair will be provided per plans within Adams Street. All proposed storm structures and materials will meet Metro Water Services minimum specifications and details for construction. This project will allow for current and future expansion of the drainage basin, working towards the goal of separation reducing stormwater treatment costs at the receiving sewerage treatment plant. The project allows for the **DEVELOPER** to utilize the existing system and extends the life of the existing infrastructure for **METRO**.

### **II. PAYMENT TERMS AND CONDITIONS:**

- A. **DEVELOPER** will contract and oversee construction of the Work which meets all **METRO** specifications and requirements including telemetry and any required repeater sites.
- B. **METRO** will inspect the construction and will be responsible for ongoing operation and maintenance.
- C. **METRO's** level of participation is based on a determination by **METRO** utilizing a benefit/cost analysis to the project area's existing customer base and overall systemic operational needs. For this specific project, the actual project cost is \$596,890.01. **METRO's** level of participation will be, and not to exceed, \$346,890.01, to be reimbursed after completion and inspection of the project. ("**Maximum Cost of the Work**"). Maximum Cost of the Work is based on the secured competitive bid price of a licensed contractor. The awarded bid amount and unit prices are within range of recently bid public projects of similar scope and size.
- D. **DEVELOPER** will complete the Work within eighteen (18) months of commencement of the Work ("**Completion Date**"). The Completion Date may be extended at **METRO's** discretion for such time as is reasonable on account of any delay in the commencement or progress of the Work resulting from force majeure. For purposes of this Agreement, "force majeure" shall mean any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, pandemic (including impacts from COVID 19), act of Government, act of public enemy, or other causes of similar or dissimilar nature beyond its control.
- E. This agreement is subject to the approval through Ordinance (three readings) of The Metropolitan Council of Nashville and Davidson County and will be null and void if the improvements are not operational within eighteen (18) months from the date this document is executed.
- F. This project must be constructed or obligated for this Funding Agreement to become binding on either party.

### **III. FUTURE AMENDMENTS:**

Any future amendments to this agreement shall be approved by both parties hereto and by resolution of the Metropolitan Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

RECOMMENDED BY:

DocuSigned by:

Scott Potter

994E7D06F02B458  
Metropolitan Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumboltz

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Director of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Tara Ladd

E355FC378EF2427...  
Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY:

\_\_\_\_\_  
Metropolitan Mayor

ACCEPTED BY:

Germantown JV LLC, a Delaware limited liability company

By: MCRT Germantown LLC, a Delaware limited liability company, its Managing Member

By:

Name:

Title:

Luca Barber  
Luca Barber  
Vice President  
Developer

Sworn to and subscribed to before me, a Notary Public,  
12 day of March 2021 by  
Luca Barber of Developer and  
duly authorized to execute this instrument on  
Developer's behalf.

Andra C. Bynum  
Notary Public  
STATE OF TENNESSEE  
NOTARY PUBLIC  
DAVIDSON COUNTY  
My Commission Expires: 07/03/2023

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

Date: \_\_\_\_\_



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department  
Metro Office Building  
800 Second Avenue South  
Nashville, Tennessee 37201

March 23, 2021

To: Peggy Deaner, Metro Water Services

**Re: Moderna Germantown Participation Agreement**  
**Planning Commission Mandatory Referral #2021M-014AG-001**  
Council District #19 – Freddie O'Connell, 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 an ordinance authorizing the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, to provide public stormwater service improvements for Germantown JV, LLC proposed development, as well as other existing properties in the area (MWS Project No. SWGR# 2020044500 and Proposal No. 2021M-014AG-001).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in cursive script that reads "Lucy Alden Kempf".

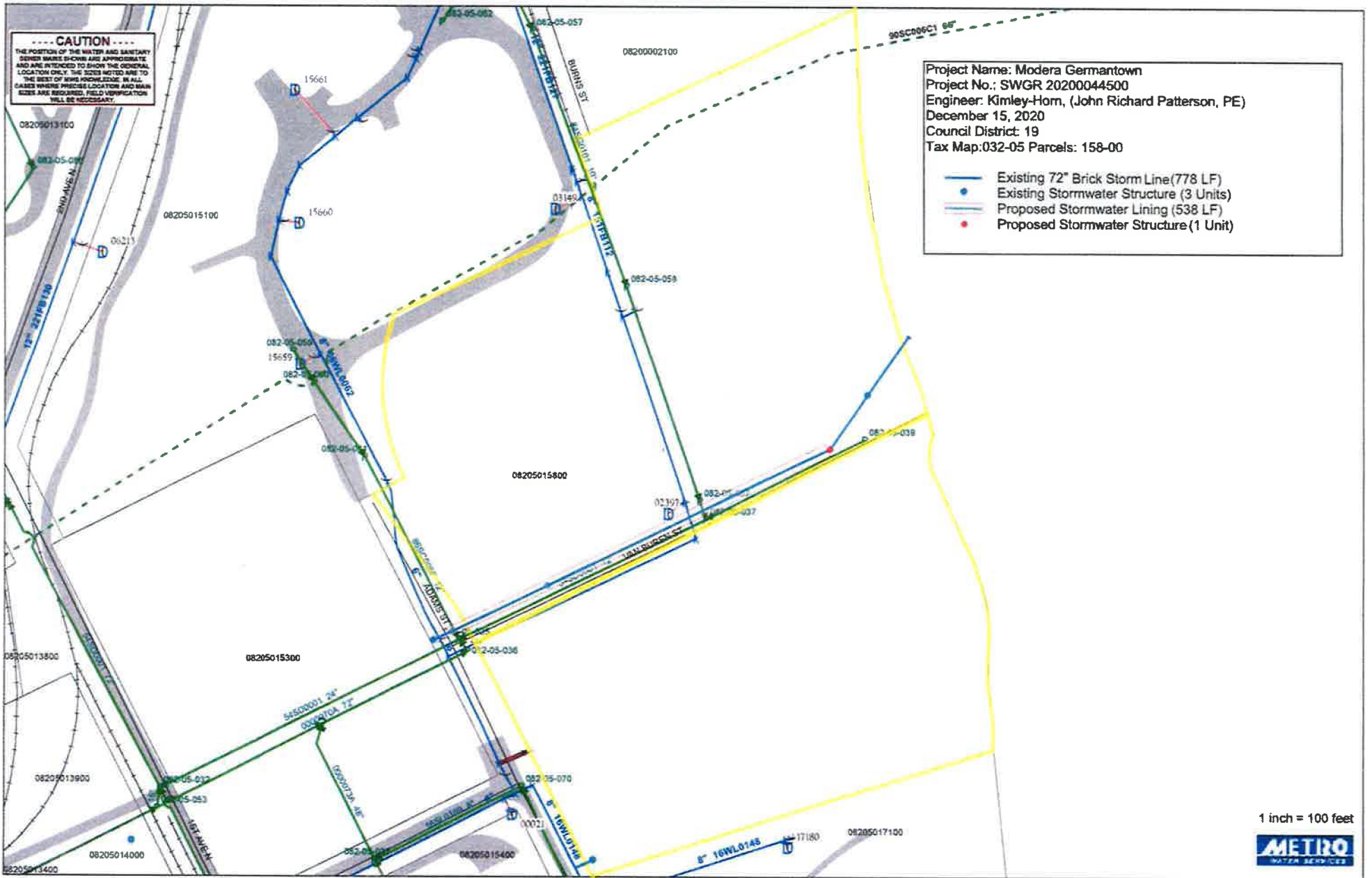
Lucy Kempf  
Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites



**Re: Moderna Germantown Participation Agreement**  
**Planning Commission Mandatory Referral #2021M-014AG-001**  
 Council District #19 – Freddie O'Connell, Council Member

*A request for an ordinance authorizing the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, to provide public stormwater service improvements for Germantown JV, LLC proposed development, as well as other existing properties in the area (MWS Project No. SWGR# 2020044500 and Proposal No. 2021M-014AG-001).*







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-697, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water mains and a fire hydrant assembly and easements, and to accept new water main and fire hydrant assemblies and easements, for two properties located at 1634 and 1636 Lebanon Pike, also known as Apartment Concepts (MWS Project No. 19-WL-99 and Proposal No. 2021M-020ES-001).

WHEREAS, the abandonment of approximately 45 linear feet of existing eight inch water main (DIP), approximately 230 linear feet of existing one inch water main, one fire hydrant assembly and easements, and the acceptance of approximately 256 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for two properties located at 1634 and 1636 Lebanon Pike, also known as Apartment Concepts, are needed to construct project number 19-WL-99; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-020ES-001 on March 8, 2021, for the 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 45 linear feet of existing eight inch water main (DIP), approximately 230 linear feet of existing one inch water main, one fire hydrant assembly and easements and to accept approximately 256 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for two properties located at 1634 and 1636 Lebanon Pike, also known as Apartment Concepts, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel Address

09400005100 1634 Lebanon Pike

09400004900 1636 Lebanon 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 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 45 linear feet of existing eight inch water main, 230 linear feet of existing one inch water main, one fire hydrant assembly and easements, and accepts approximately 256 linear feet of new eight inch water main, two fire hydrant assemblies and easements for properties located at 1634 and 1636 Lebanon Pike, also known as Apartment Concepts. 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 8, 2021

To: Mike Atchison, Metro Water Services

**Re: Apartment Concepts - Easements**  
**Planning Commission Mandatory Referral #2021M-020ES-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 the abandonment of approximately 45 linear feet of 8-inch water main (DIP), 230 linear feet of 1-inch water main, and one fire hydrant assembly and the acceptance of approximately 256 linear feet of 8-inch water main (DIP), and two fire hydrant assemblies and any associated easements (see sketch for details) to serve the Apartment Concepts development (MWS proj. no. 19-WL-99).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

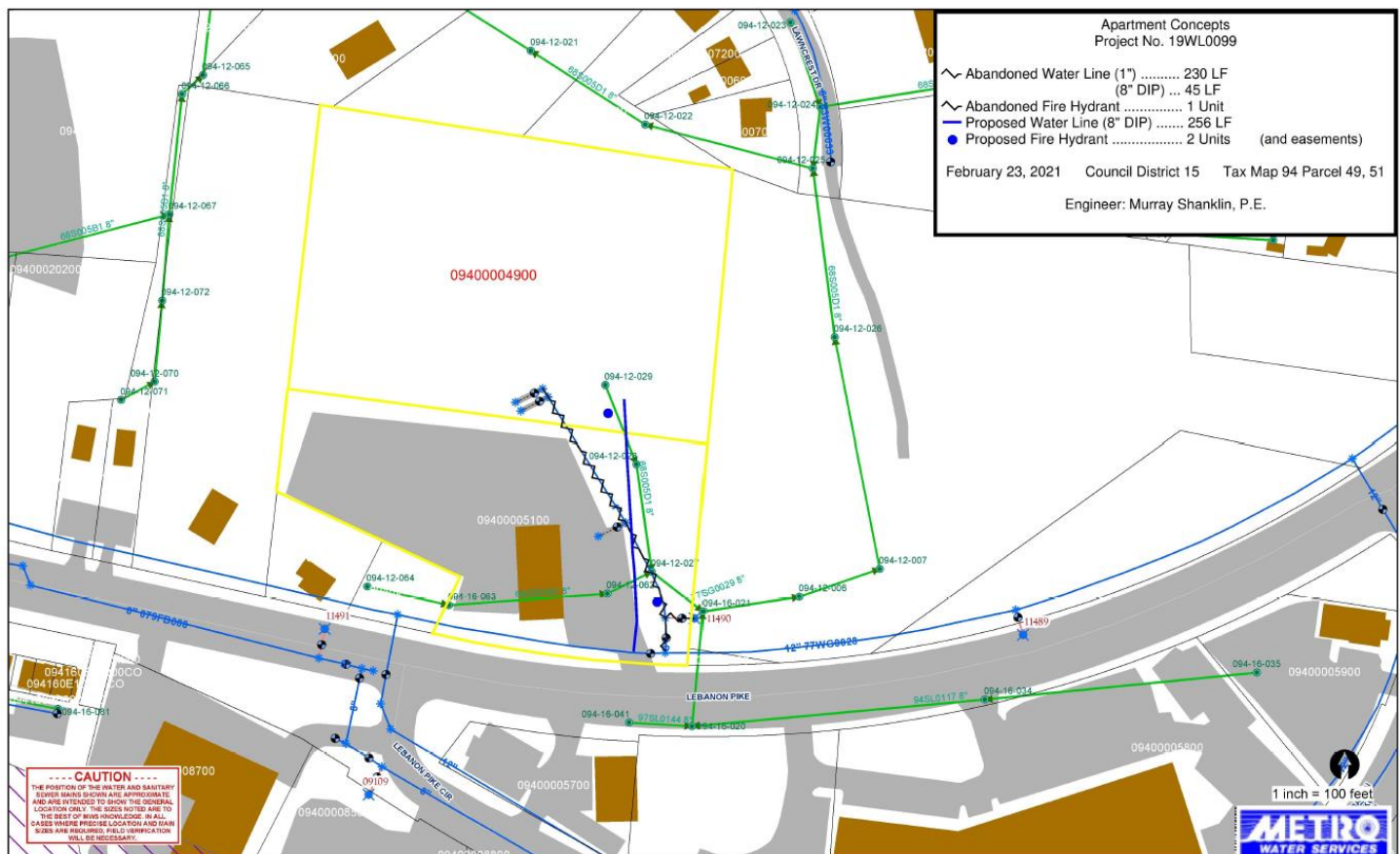
Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

**Re: Apartment Concepts - Easements**  
**Planning Commission Mandatory Referral #2021M-020ES-001**  
 Council District #15 – Jeff Syracuse, Council Member

*A request for the abandonment of approximately 45 linear feet of 8-inch water main (DIP), 230 linear feet of 1-inch water main, and one fire hydrant assembly and the acceptance of approximately 256 linear feet of 8-inch water main (DIP), and two fire hydrant assemblies and any associated easements (see sketch for details) to serve the Apartment Concepts development (MWS proj. no. 19-WL-99).*









# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-698, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public utility easement for property located at 917 Marengo Lane (Proposal No. 2021M-018ES-001).

WHEREAS, a portion of easement rights recorded on the plat of The Map Of Sutton Hill Section Of Marengo Park, Book 974, Page 67 R.O.D.C., TN, for property located at 917 Marengo Lane, is no longer needed; and,

WHEREAS, the abandonment has been requested by John Stauffer, owner; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-018ES-001 on March 1, 2021, for the abandonment of said easements rights.

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 a portion of easement rights recorded on the plat of The Map Of Sutton Hill Section Of Marengo Park, Book 974, Page 67, R.O.D.C., TN, for property located at 917 Marengo Lane, as shown below and on Exhibit 1, which is attached hereto and incorporated by reference:

Map & Parcel:	Address:
11809017200	917 Marengo Lane

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

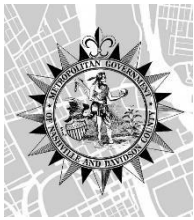
Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This ordinance abandons a portion of easement rights recorded on the Sutton Hill section of the Marengo Park plat for property located at 917 Marengo Lane. 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 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: 917 Marengo Lane Easement Abandonment**  
**Planning Commission Mandatory Referral #2021M-018ES-001**  
Council District #25 – Russ Pulley, 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 a 10-foot utility easement shown on The Map Of Sutton Hill Section Of Marengo Park (see sketch for details) as of record in Plat Book 974, Page 67, R.O.D.C., TN, for property located at 917 Marengo Lane. Requesting for any easement rights for this parcel to be abandoned.*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Leeman".

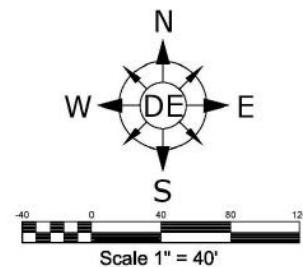
Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

**Re: 917 Marengo Lane Easement Abandonment**  
**Planning Commission Mandatory Referral #2021M-018ES-001**  
 Council District #25 – Russ Pulley, Council Member

*A request for the abandonment of a 10-foot utility easement shown on The Map Of Sutton Hill Section Of Marengo Park (see sketch for details) as of record in Plat Book 974, Page 67, R.O.D.C., TN, for property located at 917 Marengo Lane. Requesting for any easement rights for this parcel to be abandoned.*

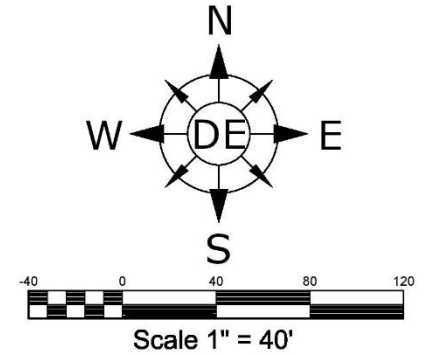
**Abandon Utility Easement Rights**

917 Marengo Lane  
 Tax Map 118-09, Parcel 172



# Abandon Utility Easement Rights

917 Marengo Lane  
Tax Map 118-09, Parcel 172



2/18/2021





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-699, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public sanitary sewer mains, sanitary sewer manholes and easements, for property located at Rocky Fork Road in Williamson County, also known as Annecy Phase 3 (MWS Project No. 20-SL-315 and Proposal No. 2021M-019ES-001).

WHEREAS, the acceptance of approximately 3,097 linear feet of new eight inch sanitary sewer main (PVC), approximately 230 linear feet of new eight inch sanitary sewer main (DIP), 22 sanitary sewer manholes and easements, for property located at Rocky Fork Road in Williamson County, also known as Annecy Phase 3, is needed to construct project number 20-SL-315; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-019ES-001 on March 5, 2021, for the 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 accept approximately 3,097 linear feet of new eight inch sanitary sewer main (PVC), approximately 230 linear feet of new eight inch sanitary sewer main DIP), 22 sanitary sewer manholes and easements, for property located at Rocky Fork Road in Williamson County, also known as Annecy Phase 3, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel: (Williamson County)

Address:

Tax Map 058; Parcel 03000

Rock Fork 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 3,097 linear feet of new eight inch sanitary sewer main, 230 linear feet of new eight inch sanitary sewer main, 22 sanitary sewer manholes, and associated easements for property located on Rocky Fork Road in Williamson County. Metro Water Services provides sewer service in this portion of Williamson County. 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. 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 5, 2021

To: Mike Atchison, Metro Water Services

**Re: Annecy Phase 3 - Rocky Fork Road (Nolensville)**  
**Planning Commission Mandatory Referral #2021M-019ES-001**  
Council District - None (Williamson County)

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

*A request for the acceptance of approximately 3,097 linear feet of 8-inch sanitary sewer main (PVC), 230 linear feet of 8-inch sanitary sewer main (DIP), 22 sanitary sewer manholes and easements (see sketch for details) to serve the Annecy Phase 3 development (MWS proj. no. 20-SL-315).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

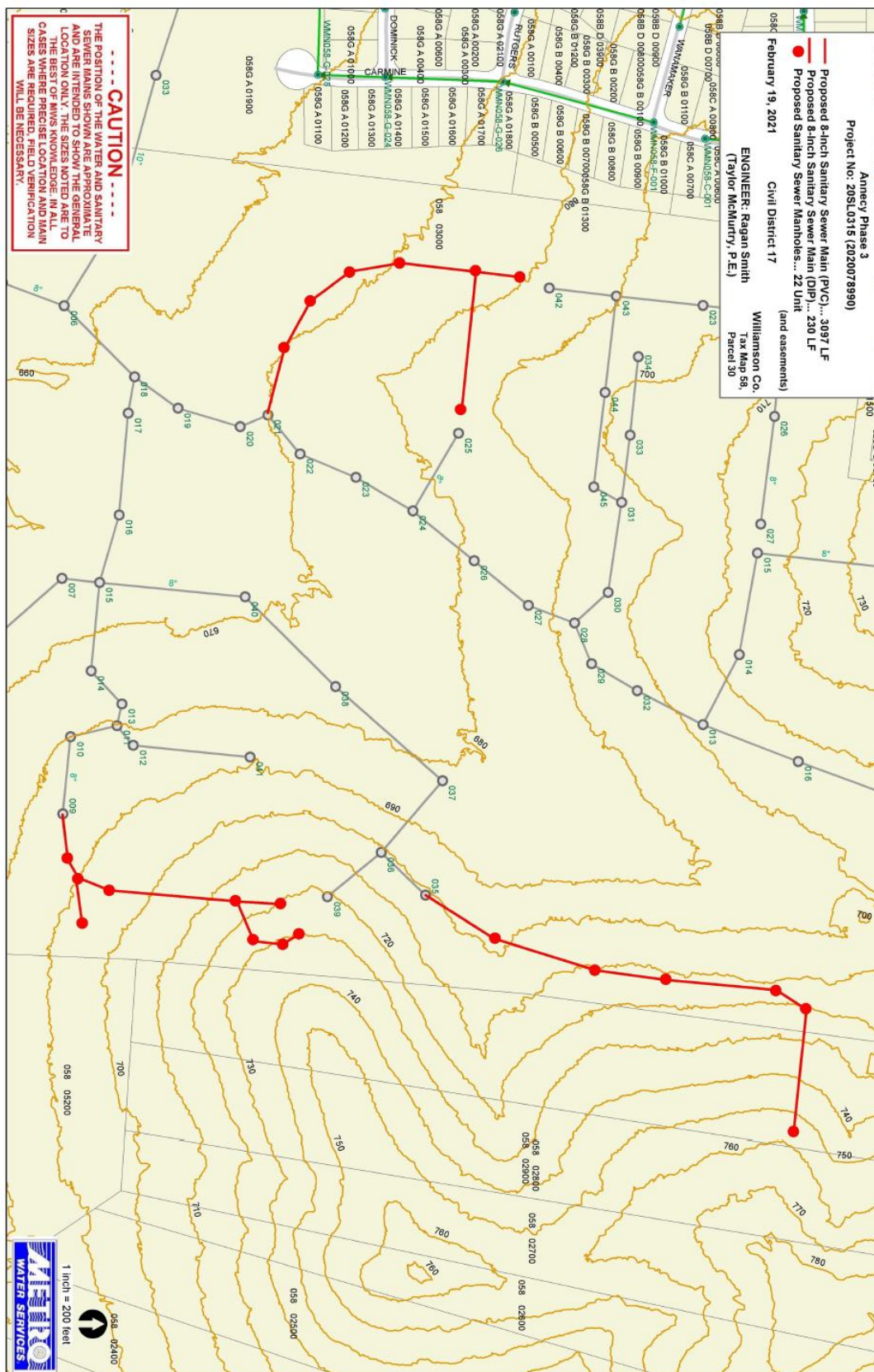
Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

**Re: Annecy Phase 3 - Rocky Fork Road (Nolensville)**  
**Planning Commission Mandatory Referral #2021M-019ES-001**  
 Council District - None (Williamson County)

*A request for the acceptance of approximately 3,097 linear feet of 8-inch sanitary sewer main (PVC), 230 linear feet of 8-inch sanitary sewer main (DIP), 22 sanitary sewer manholes and easements (see sketch for details) to serve the Annecy Phase 3 development (MWS proj. no. 20-SL-315).*





**Annecy Phase 3**  
**Project No: 20SL0315 (2020078990)**

 Proposed 8-Inch Sanitary Sewer Main (PVC)... 3097 LF  
 Proposed 8-Inch Sanitary Sewer Main (DIP)... 230 LF  
 Proposed Sanitary Sewer Manholes... 22 Unit

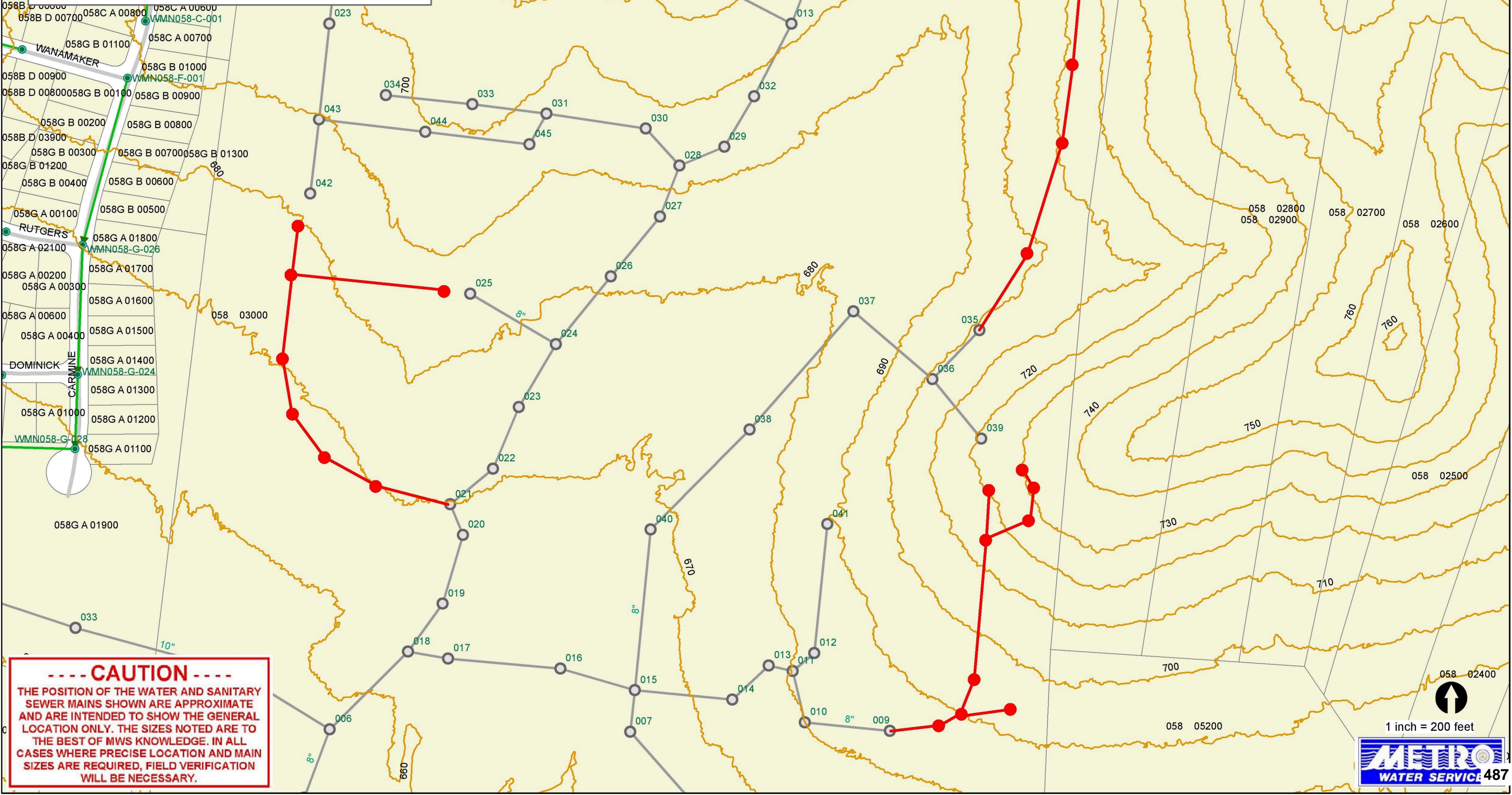
**February 19, 2021**

## Civil District 17

**(and easements)**

**ENGINEER: Ragan Smith**  
**(Taylor McMurtry, P.E.)**

**Williamson Co**  
**Tax Map 58,**  
**Parcel 30**







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-700, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly and easements, for two properties located at 910 Youngs Lane and Youngs Lane (unnumbered), (MWS Project Nos. 20-SL-160 and 20-WL-78 and Proposal No. 2021M-016ES-001).

WHEREAS, the acceptance of approximately 353 linear feet of new eight inch sanitary sewer main (PVC, DIP), approximately 343 linear feet of new six inch water main (DIP), four sanitary sewer manholes, one fire hydrant assembly and easements, for two properties located at 910 Youngs Lane and Youngs Lane (unnumbered), is needed to construct project numbers 20-SL-160 and 20-WL-78; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-016ES-001 on March 1, 2021, for the acceptance of said sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 353 linear feet of new eight inch sanitary sewer main (PVC, DIP), approximately 343 linear feet of new six inch water main (DIP), four sanitary sewer manholes, one fire hydrant assembly and easements, for two properties located at 910 Youngs Lane and Youngs Lane (unnumbered), as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

07007010300

910 Youngs Lane

07007011200

Youngs Lane (unnumbered)

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the 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 353 linear feet of new eight inch sanitary sewer main, 343 linear feet of new six inch water main, four sanitary sewer manholes, one fire hydrant assembly, and associated easements for two properties located at 910 Youngs Lane and Youngs Lane (unnumbered). 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. 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: Youngs Lane Development Easement**  
**Planning Commission Mandatory Referral #2021M-016ES-001**  
Council District #02 – Kyonzté Toombs, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

*A request for the acceptance of approximately 353 linear feet of 8-inch sanitary sewer main (PVC, DIP), four sanitary sewer manholes, 343 linear feet of 6-inch water main (DIP), one fire hydrant assembly, and easements (see sketch for details) to serve the Youngs Lane development (MWS proj. nos. 20-SL-160 and 20-WL-78).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

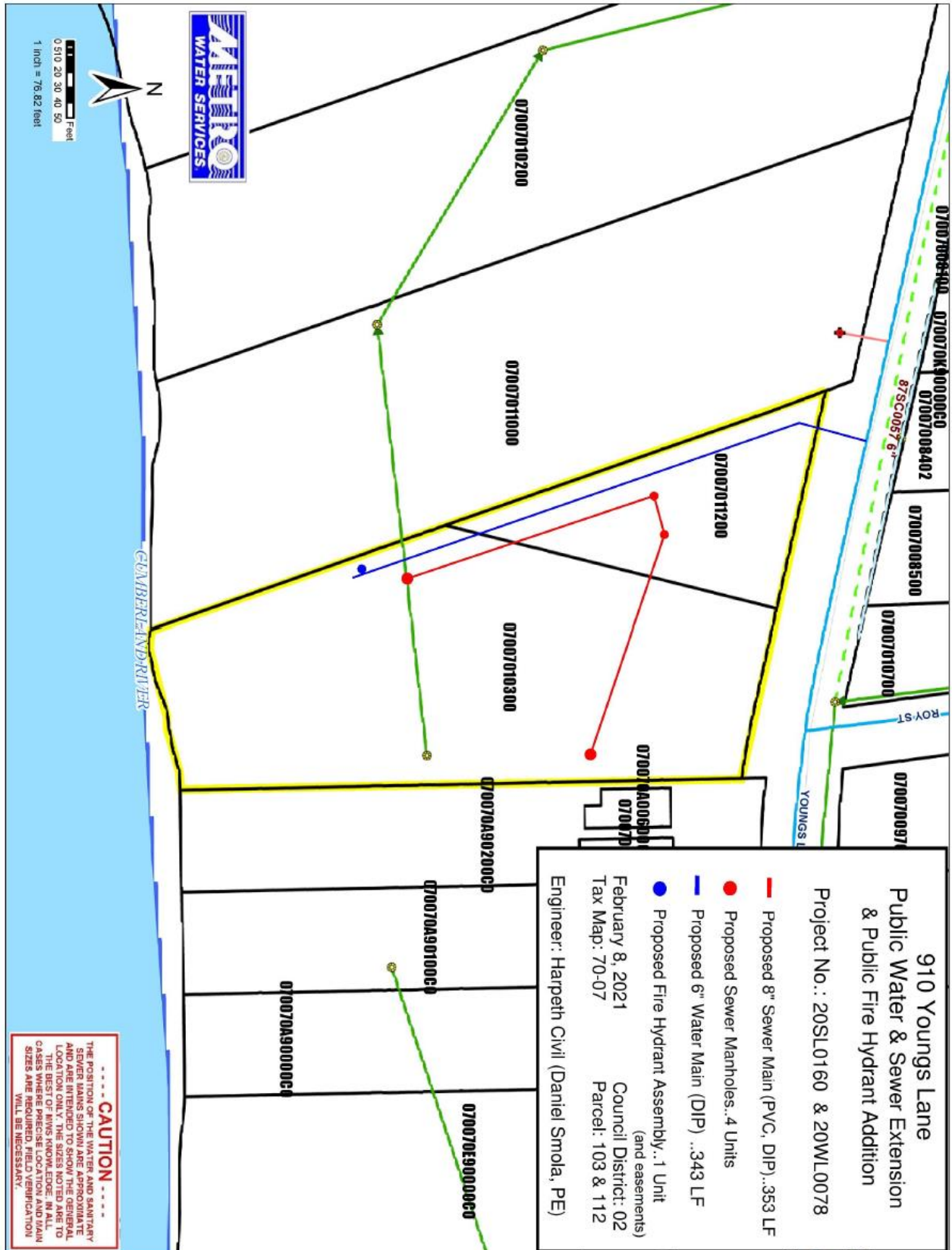
A handwritten signature in black ink, appearing to read "Robert Leeman".

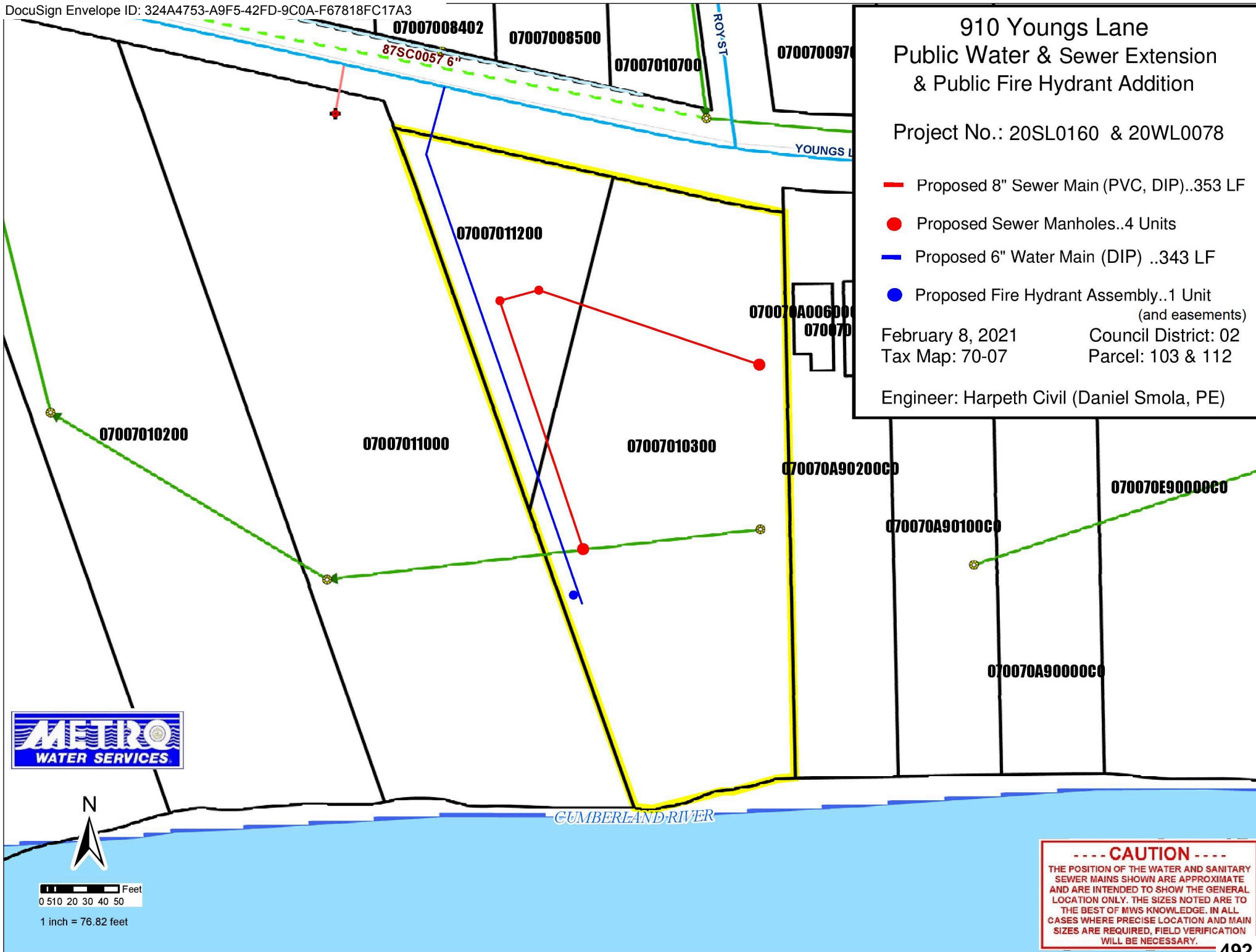
Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites



**Re: Youngs Lane Development Easement**  
**Planning Commission Mandatory Referral #2021M-016ES-001**  
 Council District #02 – Kyonzté Toombs, Council Member

*A request for the acceptance of approximately 353 linear feet of 8-inch sanitary sewer main (PVC, DIP), four sanitary sewer manholes, 343 linear feet of 6-inch water main (DIP), one fire hydrant assembly, and easements (see sketch for details) to serve the Youngs Lane development (MWS proj. nos. 20-SL-160 and 20-WL-78).*







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-701, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main and easements, and to accept new sanitary sewer main, sanitary sewer manholes and easements, for property located at 51 Lucile Street, also known as the Dickerson Pike Apartments (MWS Project No. 20-SL-307 and Proposal No. 2021M-022ES-001).

WHEREAS, the abandonment of approximately 839 linear feet of existing eight inch sanitary sewer main and easements, and the acceptance of approximately 390 linear feet of new eight inch sanitary sewer main (PVC), three sanitary sewer manholes and easements, for property located at 51 Lucile Street, also known as the Dickerson Pike Apartments, are needed to construct project number 20-SL-307; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-022ES-001 on March 18, 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 839 linear feet of existing eight inch sanitary sewer main and easements, and to accept approximately 390 linear feet of new eight inch sanitary sewer main (PVC), three sanitary sewer manholes and easements, for property located at 51 Lucile Street, also known as the Dickerson Pike Apartments, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

07115000200

51 Lucile Street

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 839 linear feet of existing eight inch sanitary sewer main and easements, and accepts approximately 390 linear feet of new eight inch sanitary sewer main, three sanitary sewer manholes, and associated easements for property located at 51 Lucile Street, also known as the Dickerson Pike Apartments. 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 18, 2021

To: Mike Atchison, Metro Water Services

**Re: Dickerson Pike Apartments**  
**Planning Commission Mandatory Referral #2021M-022ES-001**  
Council District #05 – Sean Parker, 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 839 linear feet of 8-inch sanitary sewer main and easements, and the acceptance of approximately 390 linear feet of 8-inch sanitary sewer main (PVC), three sanitary sewer manholes, and easements (see sketch for details) to serve the Dickerson Pike Apartments development (MWS proj. no. 20-SL-307).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

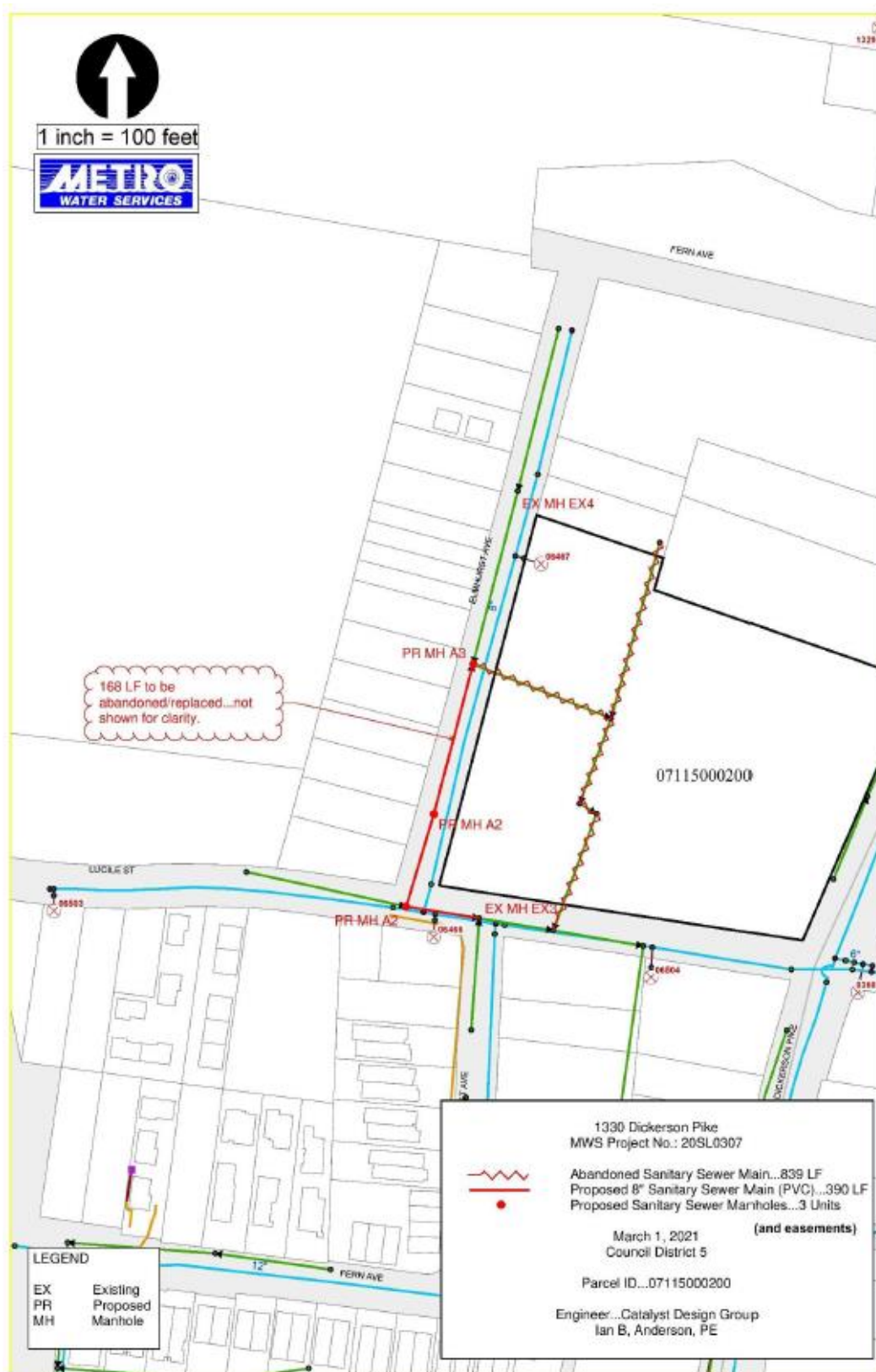
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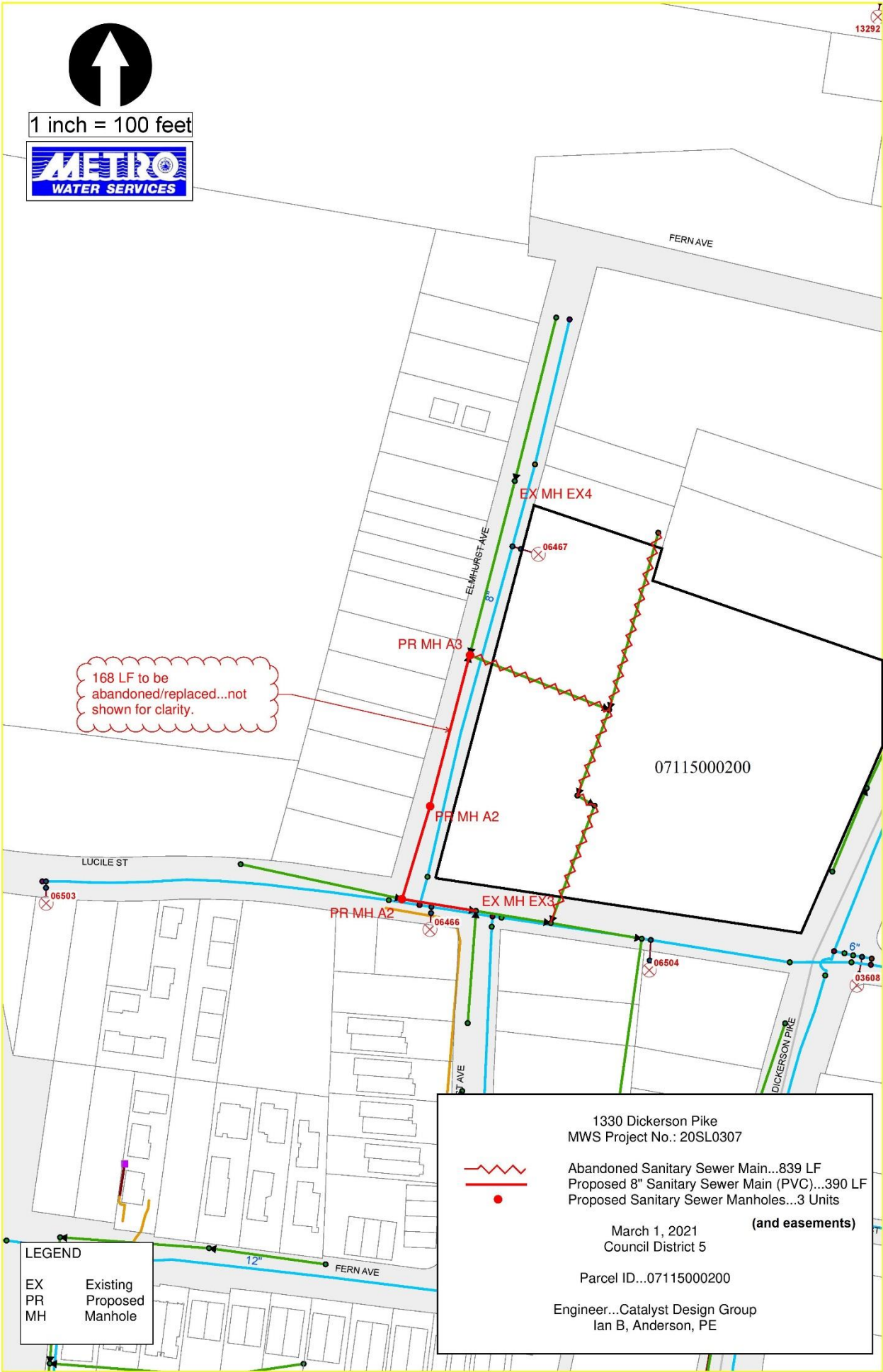
Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites



**Re: Dickerson Pike Apartments**  
**Planning Commission Mandatory Referral #2021M-022ES-001**  
 Council District #05 – Sean Parker, Council Member

*A request for the abandonment of approximately 839 linear feet of 8-inch sanitary sewer main and easements, and the acceptance of approximately 390 linear feet of 8-inch sanitary sewer main (PVC), three sanitary sewer manholes, and easements (see sketch for details) to serve the Dickerson Pike Apartments development (MWS proj. no. 20-SL-307).*







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

**File #:** BL2021-702, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, sanitary sewer manhole and easements, and to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly and easements, for three properties located at 2208 Eastland Avenue and Skyview Drive (unnumbered), also known as the 2208 Eastland Ave SP Development (MWS Project Nos. 20-SL-211 and 20-WL-105 and Proposal No. 2021M-025ES-001).

WHEREAS, the abandonment of approximately 299 linear feet of existing eight inch sanitary sewer main (PVC), one sanitary sewer manhole and easements, and the acceptance of approximately 615 linear feet of new eight inch sanitary sewer main (PVC), approximately 137 linear feet of new eight inch sanitary sewer main (DIP), approximately 527 linear feet of new eight inch water main (DIP), nine sanitary sewer manholes, one fire hydrant assembly and easements, for three properties located at 2208 Eastland Avenue and Skyview Drive (unnumbered), also known as the 2208 Eastland Ave SP Development, are needed to construct project numbers 20-SL-211 and 20-WL-105; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-025ES-001 on March 18, 2021, for the abandonment and acceptance of said sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly, and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 299 linear feet of existing eight inch sanitary sewer main (PVC), one sanitary sewer manhole and easements, and to accept approximately 615 linear feet of new eight inch sanitary sewer main (PVC), approximately 137 linear feet of new eight inch sanitary sewer main (DIP), approximately 527 linear feet of new eight inch water main (DIP), nine sanitary sewer manholes, one fire hydrant assembly and easements, for three properties located at 2208 Eastland Avenue and Skyview Drive (unnumbered), also known as the 2208 Eastland Ave SP Development as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
08307030000	2208 Eastland Avenue
08311007600	2208 Eastland Avenue
08311020900	Skyview Drive (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.

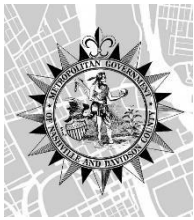


Analysis

This ordinance abandons approximately 299 linear feet of existing eight inch sanitary sewer main, one sanitary sewer manhole and easements, and accepts approximately 615 linear feet of new eight inch sanitary sewer main, 137 linear feet of new eight inch sanitary sewer main, 527 linear feet of new eight inch water main, nine sanitary sewer manholes, one fire hydrant assembly, and easements for three properties located at 2208 Eastland Avenue and Skyview Drive (unnumbered). 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 18, 2021

To: Mike Atchison, Metro Water Services

**Re: 2208 Eastland Avenue**  
**Planning Commission Mandatory Referral #2021M-025ES-001**  
Council District #06 – Brett Withers, 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 299 linear feet of 8-inch sanitary sewer main (PVC), one sanitary sewer manhole and easements, and the acceptance of approximately 615 linear feet of 8-inch sanitary sewer main (PVC), 137 linear feet of 8-inch sanitary sewer main (DIP), nine sanitary sewer manholes, 527 linear feet of 8-inch water main (DIP), one fire hydrant assembly and easements (see sketch for details) to serve the 2208 Eastland Ave SP development (MWS proj. nos. 20-SL-211 and 20-WL-105).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

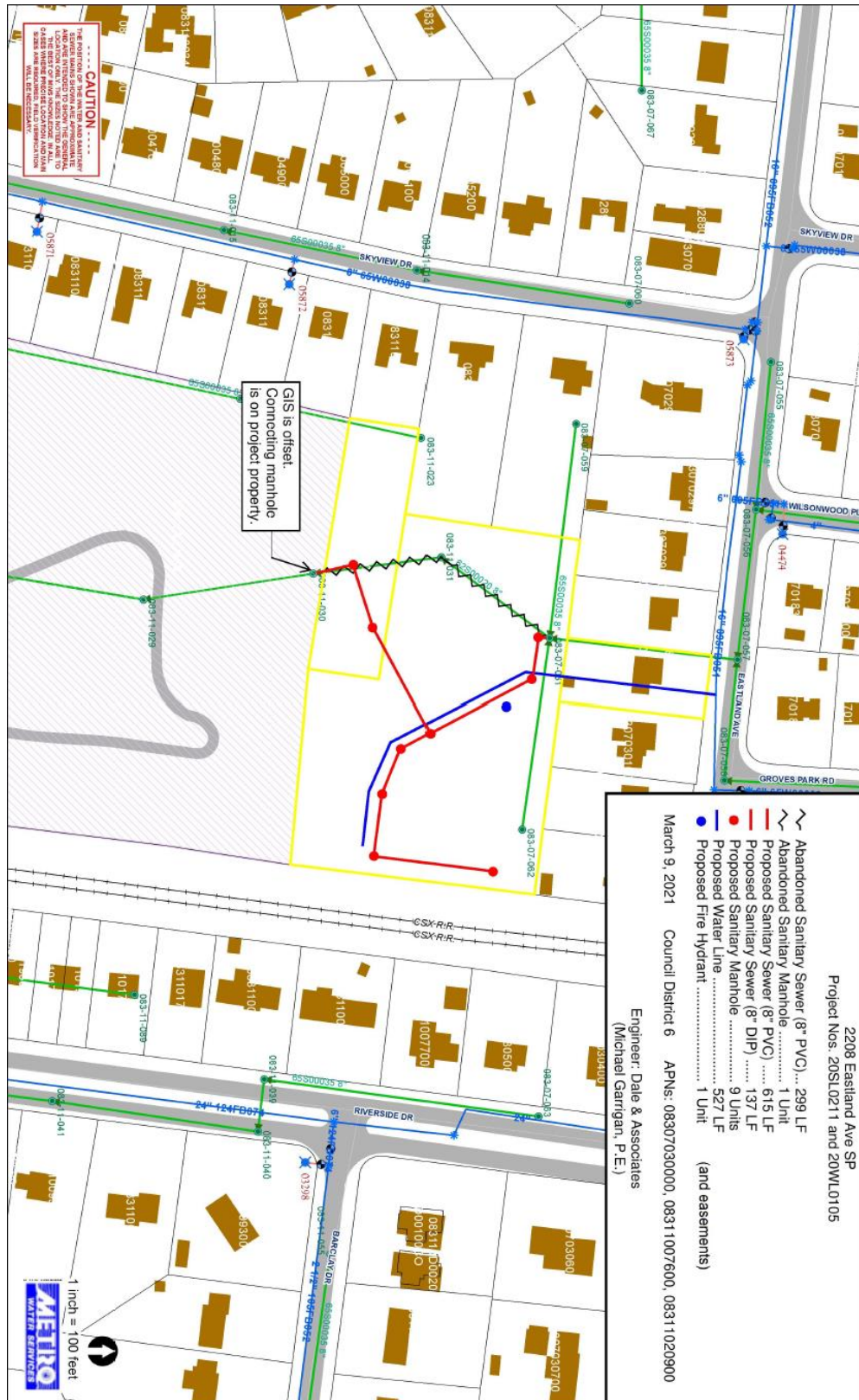
Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

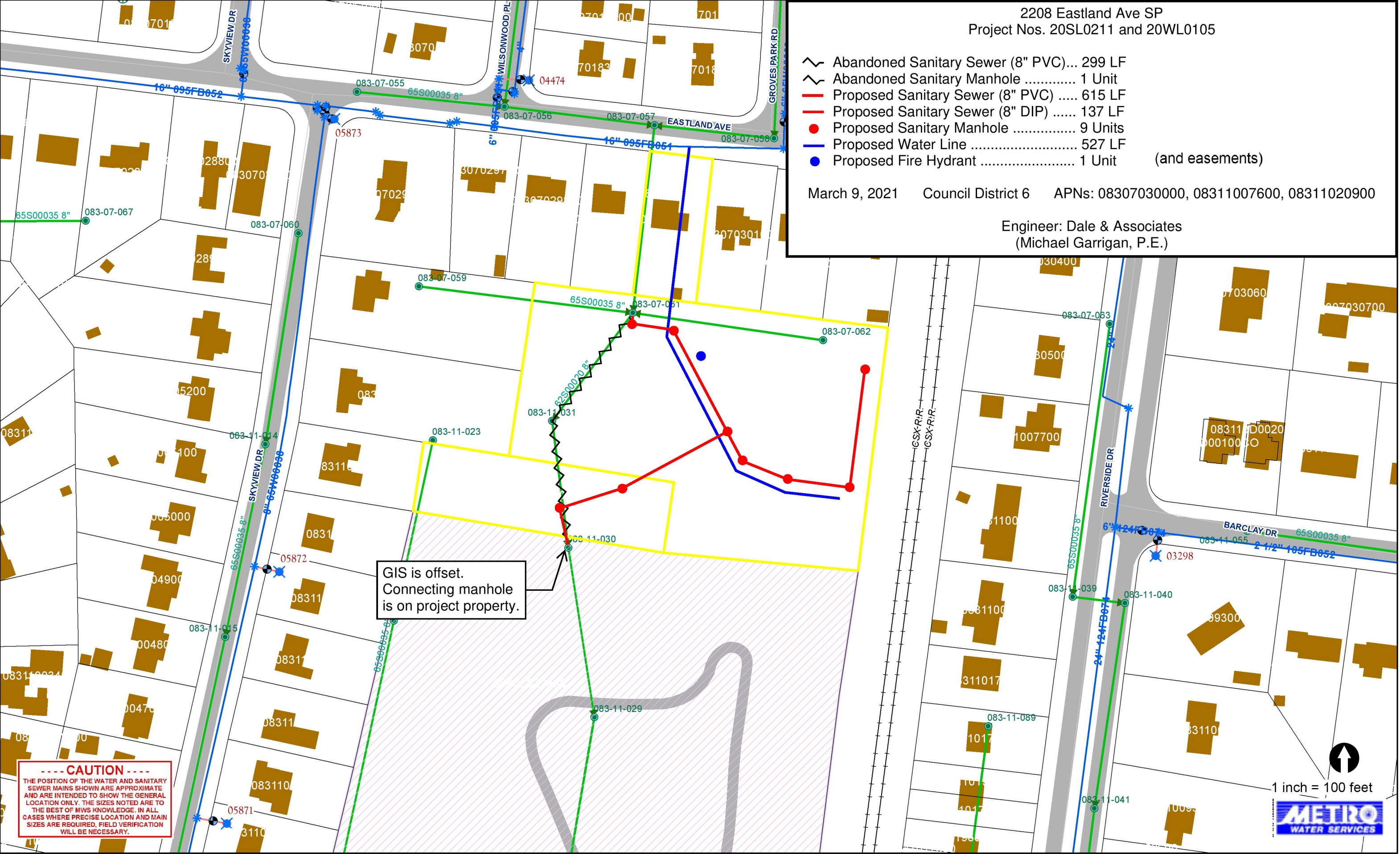
Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

**Re: 2208 Eastland Avenue**  
**Planning Commission Mandatory Referral #2021M-025ES-001**  
 Council District #06 – Brett Withers, Council Member

*A request for the abandonment of approximately 299 linear feet of 8-inch sanitary sewer main (PVC), one sanitary sewer manhole and easements, and the acceptance of approximately 615 linear feet of 8-inch sanitary sewer main (PVC), 137 linear feet of 8-inch sanitary sewer main (DIP), nine sanitary sewer manholes, 527 linear feet of 8-inch water main (DIP), one fire hydrant assembly and easements (see sketch for details) to serve the 2208 Eastland Ave SP development (MWS proj. nos. 20-SL-211 and 20-WL-105).*











# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-703, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water main, a fire hydrant assembly and easements, and to accept a new water main, fire hydrant assemblies and easements, for property located at 3401 John A Merritt Boulevard, also known as TSU New Student Housing (MWS Project No. 20-WL-150 and Proposal No. 2021M-021ES-001).

WHEREAS, abandonment of approximately 466 linear feet of existing eight inch water main (DIP), one fire hydrant assembly and easements, and the acceptance of approximately 471 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for property located at 3401 John A Merritt Boulevard, also known as TSU New Student Housing, are needed to construct project number 20-WL-150; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-021ES-001 on March 18, 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 466 linear feet of existing eight inch water main (DIP), one fire hydrant assembly and easements, and to accept approximately 471 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for property located at 3401 John A Merritt Boulevard, also known as TSU New Student Housing, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel	Address
09201001900	3401 John A Merritt Boulevard

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the 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 466 linear feet of existing eight inch water main, one fire hydrant assembly and easements, and accepts approximately 471 linear feet of new eight inch water main, two fire hydrant assemblies, and easements for property located at 3401 John A Merritt Boulevard. This is necessary for a new Tennessee State University student housing 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.*



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department  
Metro Office Building  
800 Second Avenue South  
Nashville, Tennessee 37201

March 18, 2021

To: Mike Atchison, Metro Water Services

**Re: TSU New Student Housing**  
**Planning Commission Mandatory Referral #2021M-021ES-001**  
Council District #21 – Brandon Taylor, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

*A request for the abandonment of approximately 466 linear feet of 8-inch water main (DIP) and one fire hydrant assembly and the acceptance of approximately 471 linear feet of 8-inch water main (DIP), two fire hydrant assemblies and any associated easements (see sketch for details) to serve the TSU New Student Housing development (MWS proj. no. 20-WL-150).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

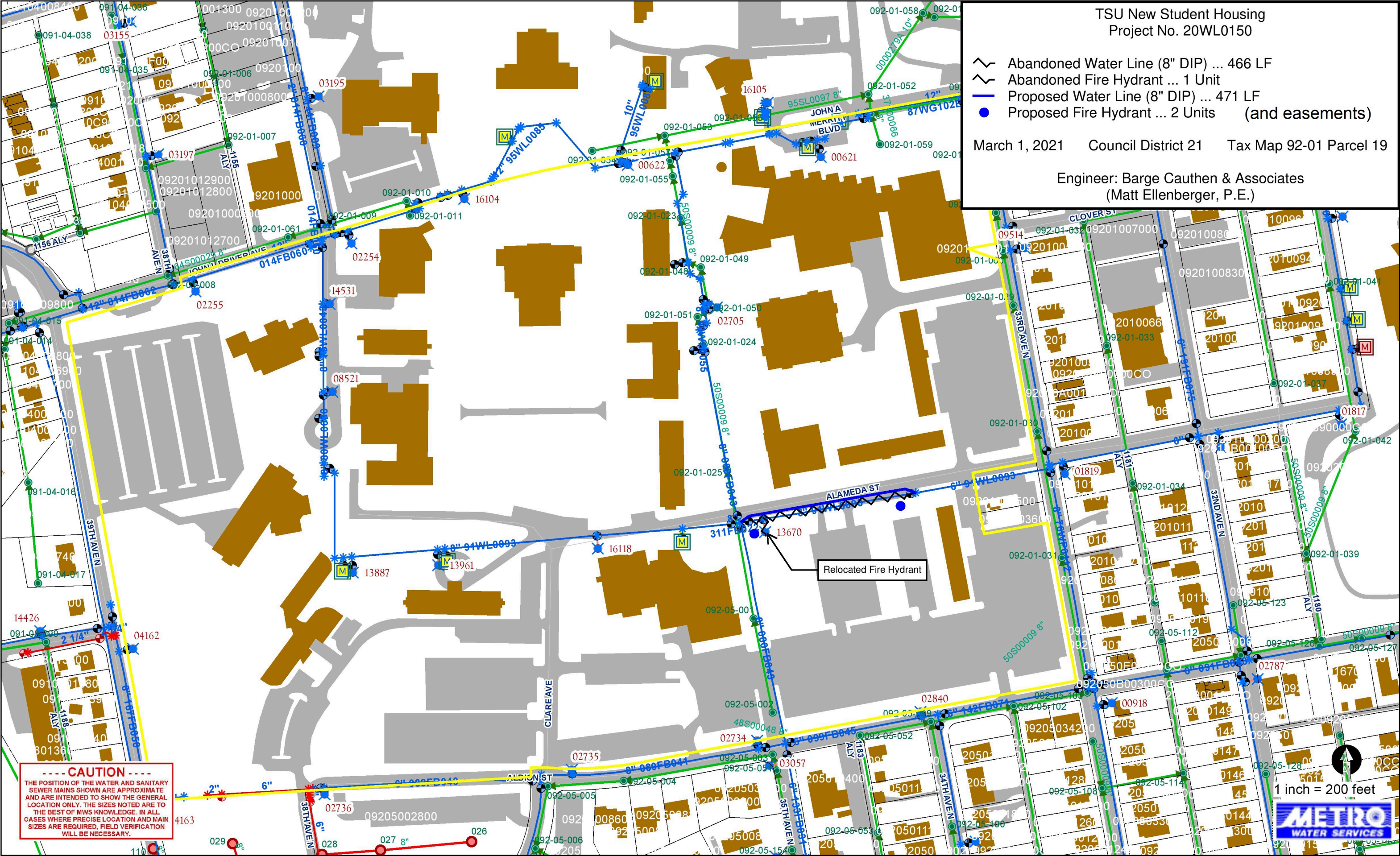
Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

**Re: TSU New Student Housing**  
**Planning Commission Mandatory Referral #2021M-021ES-001**  
 Council District #21 – Brandon Taylor, Council Member

*A request for the abandonment of approximately 466 linear feet of 8-inch water main (DIP) and one fire hydrant assembly and the acceptance of approximately 471 linear feet of 8-inch water main (DIP), two fire hydrant assemblies and any associated easements (see sketch for details) to serve the TSU New Student Housing development (MWS proj. no. 20-WL-150).*











# Metropolitan Nashville and Davidson County, TN

## Legislation Text

**File #:** BL2021-704, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing combination sewer main and easements, to relocate two existing fire hydrant assemblies, and to accept new combination sewer main, combination sewer manholes, fire hydrant assemblies and easements, for property located at 622 Merritt Avenue, also known as The Finery Residential (MWS Project Nos. 20-SL-308 and 20-WL-42 and Proposal No. 2021M-024ES-001).

WHEREAS, the abandonment of approximately 200 linear feet of existing 45 inch combination sewer (Brick) and easements, the relocation of two existing fire hydrant assemblies, and the acceptance of approximately 205 linear feet of new 48 inch combination sewer (RCP), four combination sewer manholes, two fire hydrant assemblies and easements, for property located at 622 Merritt Avenue, also known as The Finery Residential, are needed to construct project numbers 20-SL-308 and 20-WL-42; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-024ES-001 on March 18, 2021, for the abandonment, relocation and acceptance of said combination sewer mains, combination 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 200 linear feet of existing 45 inch combination sewer (Brick) and easements, to relocate two existing fire hydrant assemblies, and to accept approximately 205 linear feet of new 48 inch combination sewer (RCP), four combination sewer manholes, two fire hydrant assemblies and easements, for property located at 622 Merritt Avenue, also known as The Finery Residential, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel	Address
105071C00100CO	622 Merritt Avenue

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment, relocation 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 200 linear feet of existing 45 inch combination sewer and easements, authorizes the relocation of two existing fire hydrant assemblies, and accepts approximately 205 linear feet of new 48 inch combination sewer, four combination sewer manholes, two fire hydrant assemblies, and easements for property located at 622 Merritt Avenue, also known as The Finery Residential. 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 18, 2021

To: Mike Atchison, Metro Water Services

**Re: The Finery Residential  
Planning Commission Mandatory Referral #2021M-024ES-001  
Council District #17 – Colby Sledge, 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 200 linear feet of 45-inch combination sanitary sewer (Brick) and the acceptance of approximately 205 linear feet of 48-inch combination sanitary sewer (RCP), four combination sanitary sewer manholes, two fire hydrant assemblies, and the relocation of two fire hydrant assemblies and any associated easements (see sketch for details) to serve The Finery Residential development (MWS proj. nos. 20-SL-308 & 20-WL-42)*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

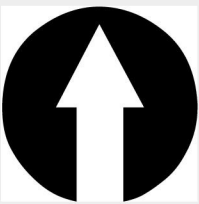
Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

**Re: The Finery Residential**  
**Planning Commission Mandatory Referral #2021M-024ES-001**  
 Council District #17 – Colby Sledge, Council Member

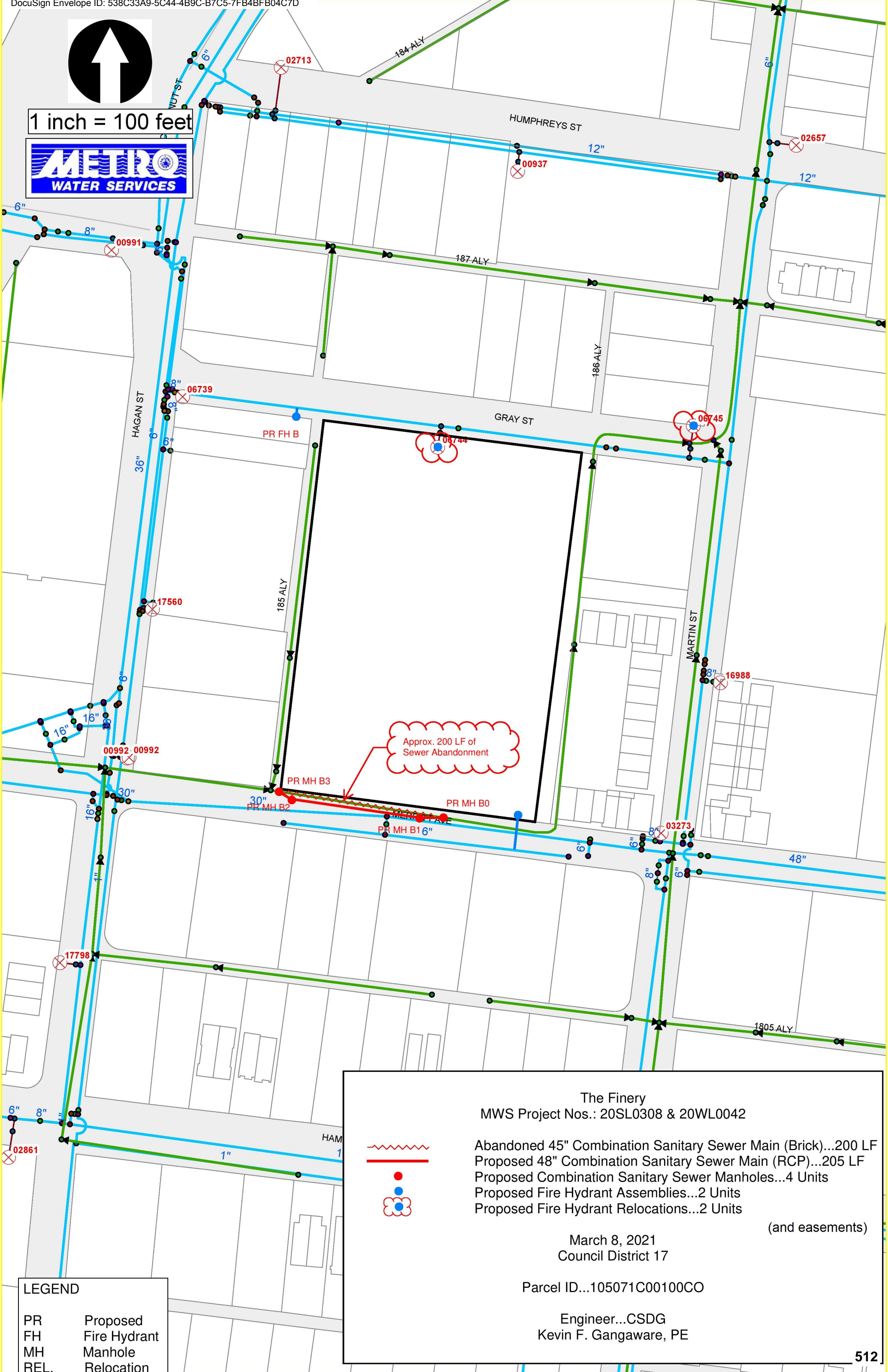
*A request for the abandonment of approximately 200 linear feet of 45-inch combination sanitary sewer (Brick) and the acceptance of approximately 205 linear feet of 48-inch combination sanitary sewer (RCP), four combination sanitary sewer manholes, two fire hydrant assemblies, and the relocation of two fire hydrant assemblies and any associated easements (see sketch for details) to serve The Finery Residential development (MWS proj. nos. 20-SL-308 & 20-WL-42)*







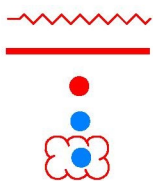
1 inch = 100 feet



Approx. 200 LF of  
Sewer Abandonment

LEGEND

- |      |              |
|------|--------------|
| PR   | Proposed     |
| FH   | Fire Hydrant |
| MH   | Manhole      |
| REL. | Relocation   |



The Finery  
MWS Project Nos.: 20SL0308 & 20WL0042

Abandoned 45" Combination Sanitary Sewer Main (Brick)...200 LF  
Proposed 48" Combination Sanitary Sewer Main (RCP)...205 LF  
Proposed Combination Sanitary Sewer Manholes...4 Units  
Proposed Fire Hydrant Assemblies...2 Units  
Proposed Fire Hydrant Relocations...2 Units

(and easements)

March 8, 2021  
Council District 17

Parcel ID...105071C00100CO

Engineer...CSDG  
Kevin F. Gangaware, PE



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-717, **Version:** 1

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An ordinance providing for the waiver of certain building permit fees for the repair or rebuilding of property damaged as a result of the March 27-28, 2021 flooding.

WHEREAS, more than seven inches of rain descended on Nashville March 27-28, 2021, causing widespread flooding, especially along the creeks and Harpeth River, unseen since the 2010 flood; and

WHEREAS, the damage from the flooding resulted in the declaration of a State of Emergency by Mayor John Cooper; and

WHEREAS, the repair and replacement of homes, businesses, and other structures will be costly and will create an economic hardship for many residents and business owners as they recover from this disaster; and

WHEREAS, the Metropolitan Government of Nashville and Davidson County desires to assist its residents and small 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), whether for residential or commercial construction, for a building permit obtained for repairing or

rebuilding an owner's property.

(b) Conditions:

1. The permits are obtained to repair damage to the owner's property caused by flooding from the March 27-28, 2021 excessive rainfall event.
2. The permits are obtained on or before June 30, 2022.
3. The permits are issued to construct, alter, repair, enlarge, move 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 flooding related damage prior to the effective date of this ordinance shall be entitled to a refund if they provide evidence satisfactory to the director of codes administration or his designee that the permit was obtained for work resulting from damage as provided in subsection (b)(1), above.

(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. 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 March 27-28, 2021 flooding. This ordinance is similar to Ordinance No. BL2020-234, as amended, which waived building permit fees for the repair or rebuilding of property damaged as a result of the March 3, 2020 tornado and Ordinance No. BL2021-618, which waived building permit fees for the repair or rebuilding of property damaged as a result of the December 25, 2020 bombing.

Under this ordinance, building 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 flooding from the March 27-28, 2021 excessive rainfall event.
- The permits are obtained on or before June 30, 2022.



- The owner must provide evidence that the work is being performed as a result of damage from this excessive rainfall event.
- Property owners who paid building permit fees for flooding related damage prior to the effective date of this ordinance will be entitled to a refund.

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.

*Fiscal Note: There were 486 properties classified as having sustained major damage caused by flooding from the March 27-28, 2021 excessive rainfall event. A reliable estimate of permit fees to be waived would be difficult to determine due to the unknown cost of construction on the damaged structures. Assuming the lowest permit fee of \$75, which would allow for up to \$2,000 worth of work, and issued by the deadline on June 30, 2022, the estimated permit fees that would be waived is \$36,450 according to the Codes Department.*

# Metropolitan Nashville and Davidson County, TN Legislation

## Bill (Ordinance): BL2021-717

An ordinance providing for the waiver of certain building permit fees for the repair or rebuilding of property damaged as a result of the March 27-28, 2021 flooding.

WHEREAS, more than seven inches of rain descended on Nashville March 27-28, 2021, causing widespread flooding, especially along the creeks and Harpeth River, unseen since the 2010 flood; and

WHEREAS, the damage from the flooding resulted in the declaration of a State of Emergency by Mayor John Cooper; and

WHEREAS, the repair and replacement of homes, businesses, and other structures will be costly and will create an economic hardship for many residents and business owners as they recover from this disaster; and

WHEREAS, the Metropolitan Government of Nashville and Davidson County desires to assist its residents and small 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), whether for residential or commercial construction, for a building permit obtained for repairing or rebuilding an owner's property.

(b) Conditions:

1. The permits are obtained to repair damage to the owner's property caused by flooding from the March 27-28, 2021 excessive rainfall event.
  2. The permits are obtained on or before June 30, 2022.
  3. The permits are issued to construct, alter, repair, enlarge, move 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 flooding related damage prior to the effective date of this ordinance shall be entitled to a refund if they provide evidence satisfactory to the director of codes administration or his designee that the permit was obtained for work resulting from damage as provided in subsection (b)(1), above.
- (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. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Mayor \_\_\_\_\_

John Cooper

Date \_\_\_\_\_



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-448, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), all of which is described herein (Proposal No. 2019Z-080PR-001).

Map 070-04, Parcel(s) 173, 179, Nashvillerealtygroup.com, LLC

Application fee paid by: Nashville Realty Group.com

Requested by: Nashvillerealtygroup.com, 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 CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), being Property Parcel Nos. 173, 179 as designated on Map 070-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 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.

Replace with Agenda Analysis Text

**ORDINANCE NO. BL2020- 448**

**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 CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres, all of which is described herein (Proposal No. 2019Z-080PR-001)).**

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

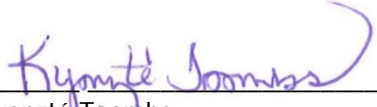
Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), being Property Parcel Nos. 173, 179 as designated on Map 070-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 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:

  
\_\_\_\_\_  
Kyonze Toombs  
Councilmember

2019Z-080PR-001

Map 070-04, Parcel(s) 173, 179

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: Nashville Realty Group.com

A request to rezone from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), requested by Nashvillerealtygroup.com, LLC, applicant and owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-001).

Map 091, Parcel(s) 018-019, Map 091-04, Parcel(s) 096, Tack Nashville, LLC  
Application fee paid by: Tack Nashville, LLC  
Requested by Tack Nashville, LLC,

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

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

By changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), being Property Parcel Nos. 018, 019 as designated on Map 091-00 and Parcel No. 096 as designated on Map 091-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 091 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

Replace with Agenda Analysis Text

ORDINANCE NO. BL2020 - 526

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-001).

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

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

By changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), being Property Parcel Nos. 018, 019 as designated on Map 091-00 and Parcel No. 096 as designated on Map 091-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 091 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

INTRODUCED BY:



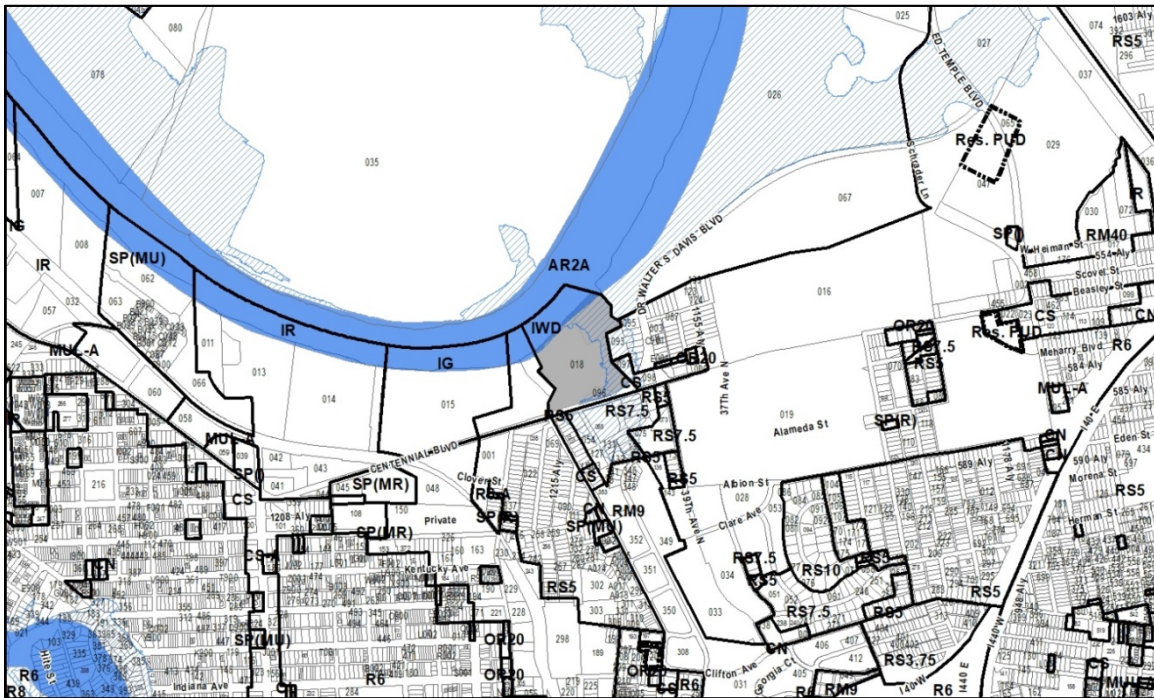
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Councilmember Brandon Taylor



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

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





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: BL2020-578, Version: 1**

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing 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

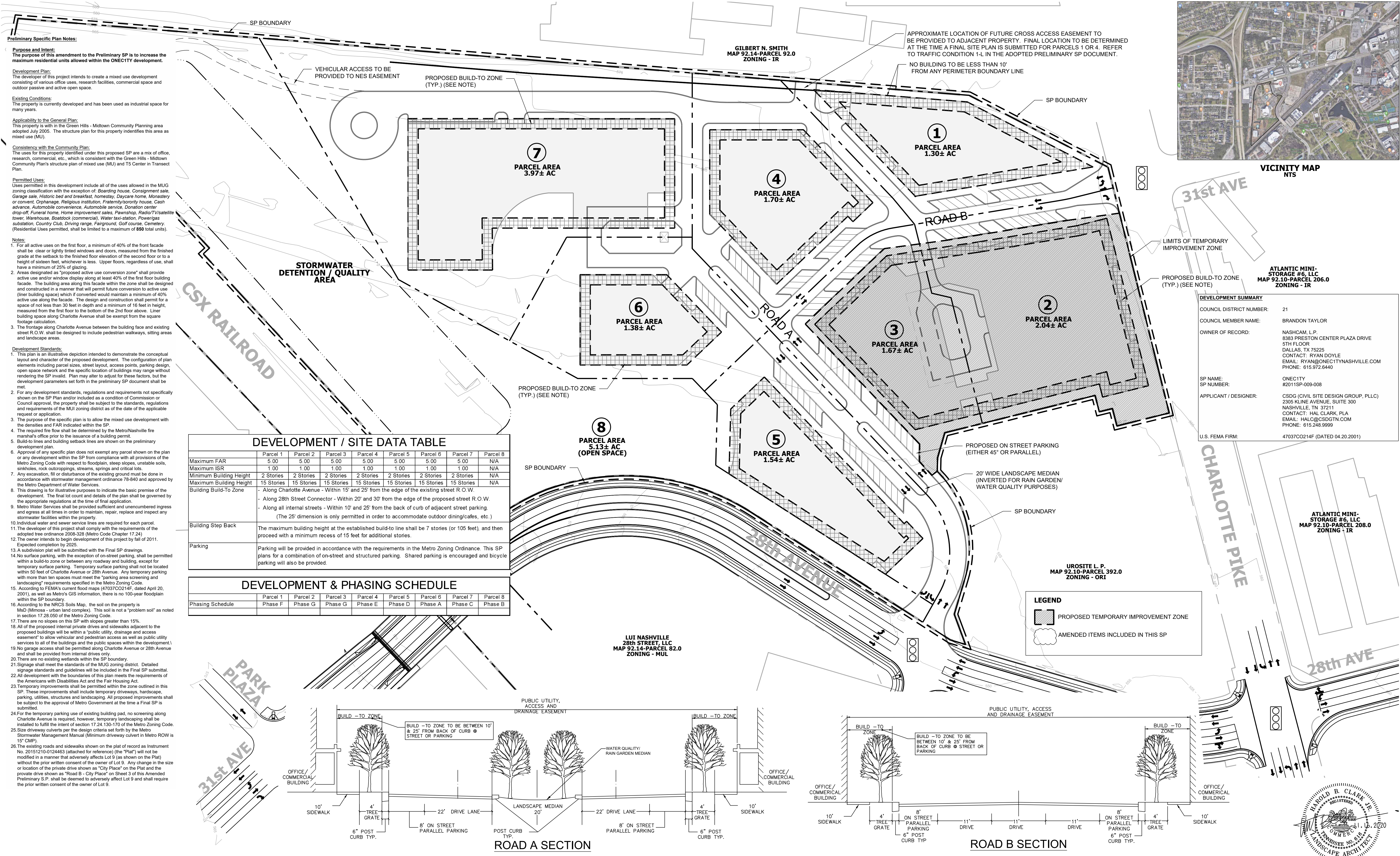
**APPLICANT / DESIGNER:**

**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:**

1. 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.

2. 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.

3. 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:**

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 MU 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.

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 (47037C0214F, 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 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.

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.

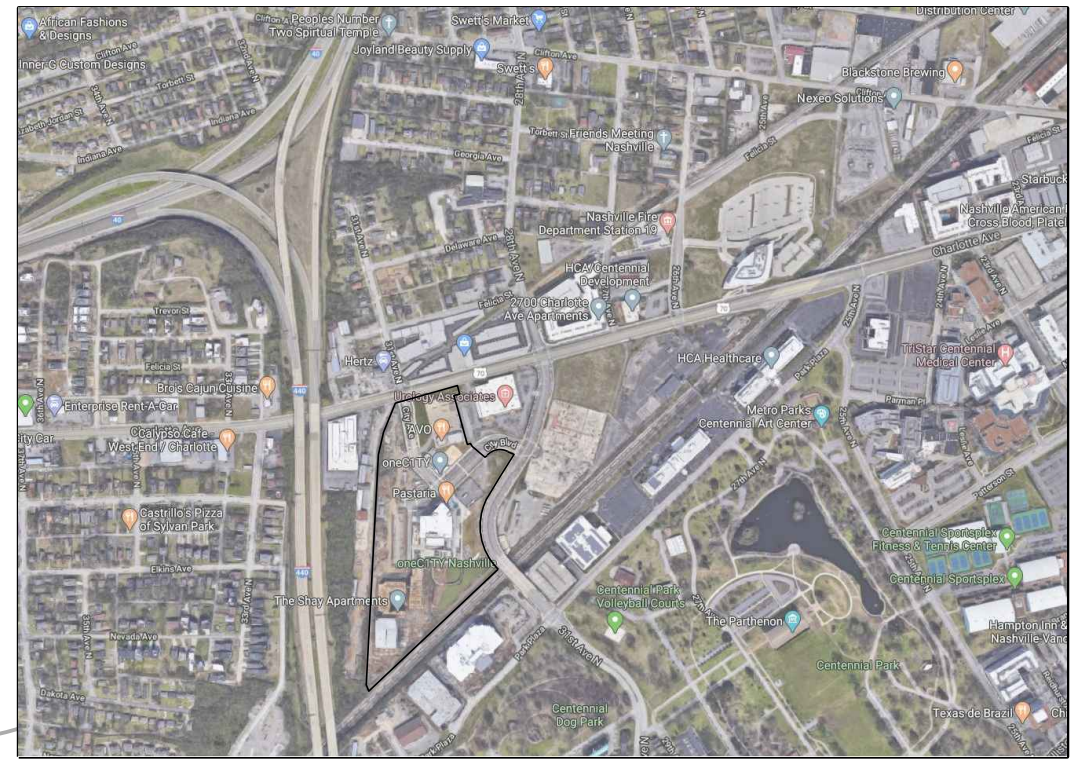
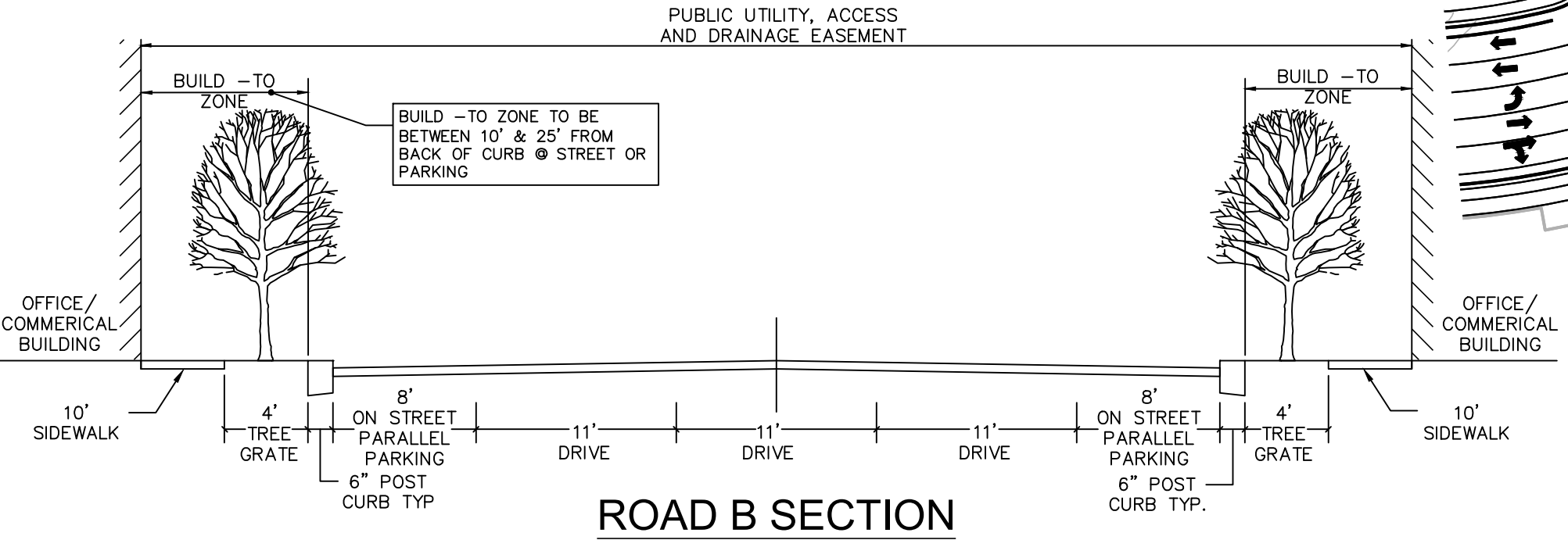
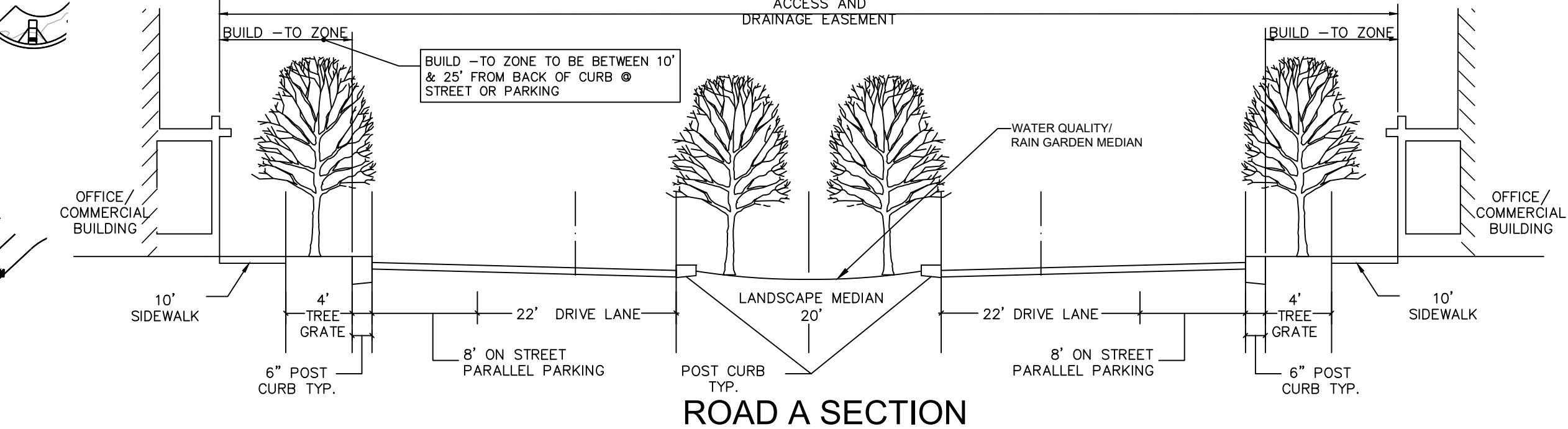
24. For the temporary parking use of existing building pad, no screening along Charlotte Avenue is required, however, temporary landscaping shall be installed to fulfill the intent of section 17.24.130-170 of the Metro Zoning Code.

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

26. 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



**ATLANTIC MINI-STORAGE #6, LLC**  
MAP 92.10-PARCEL 206.0  
ZONING - 1R

**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 - 1R

**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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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



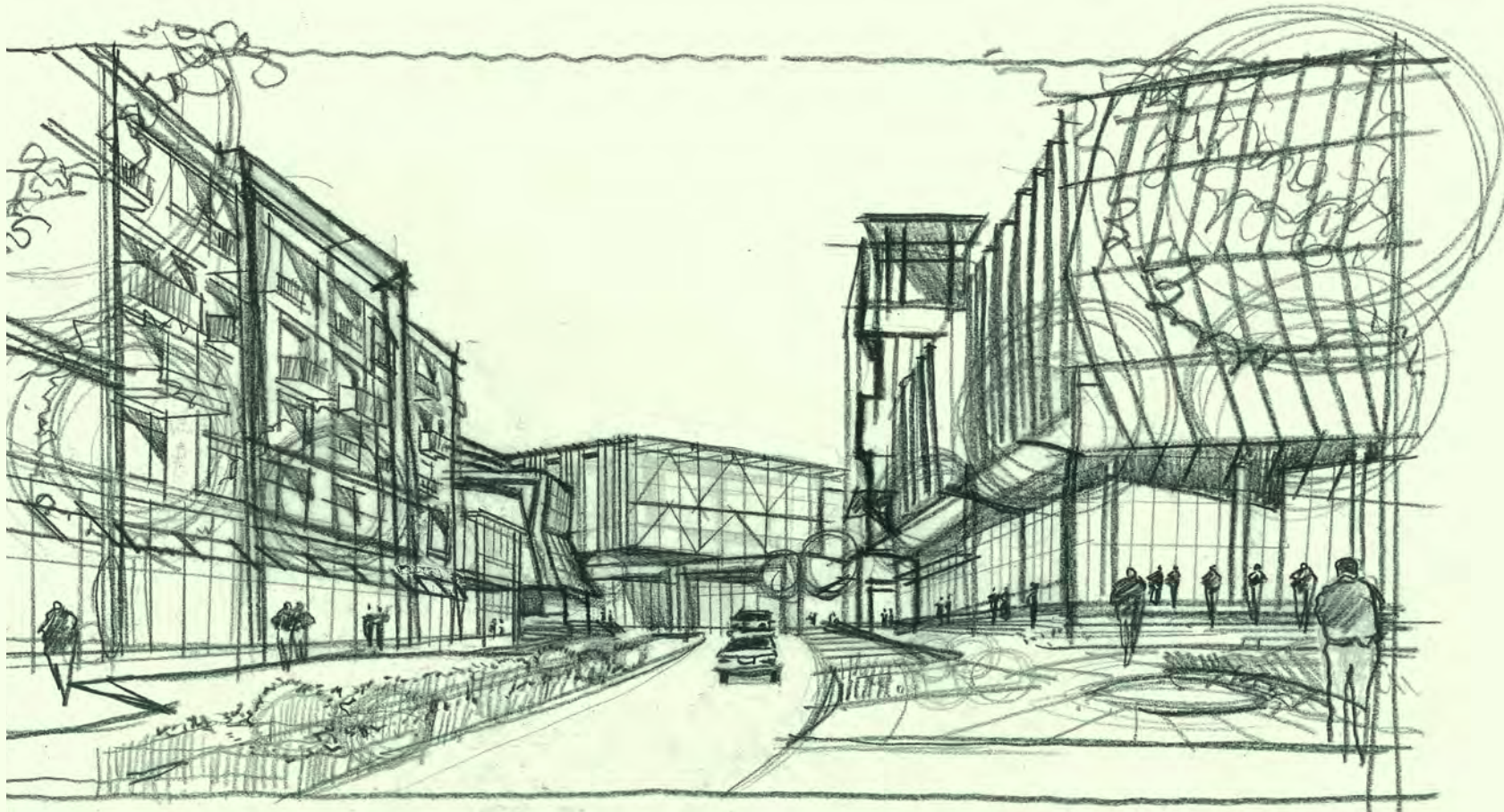
## PROJECT OVERVIEW

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.

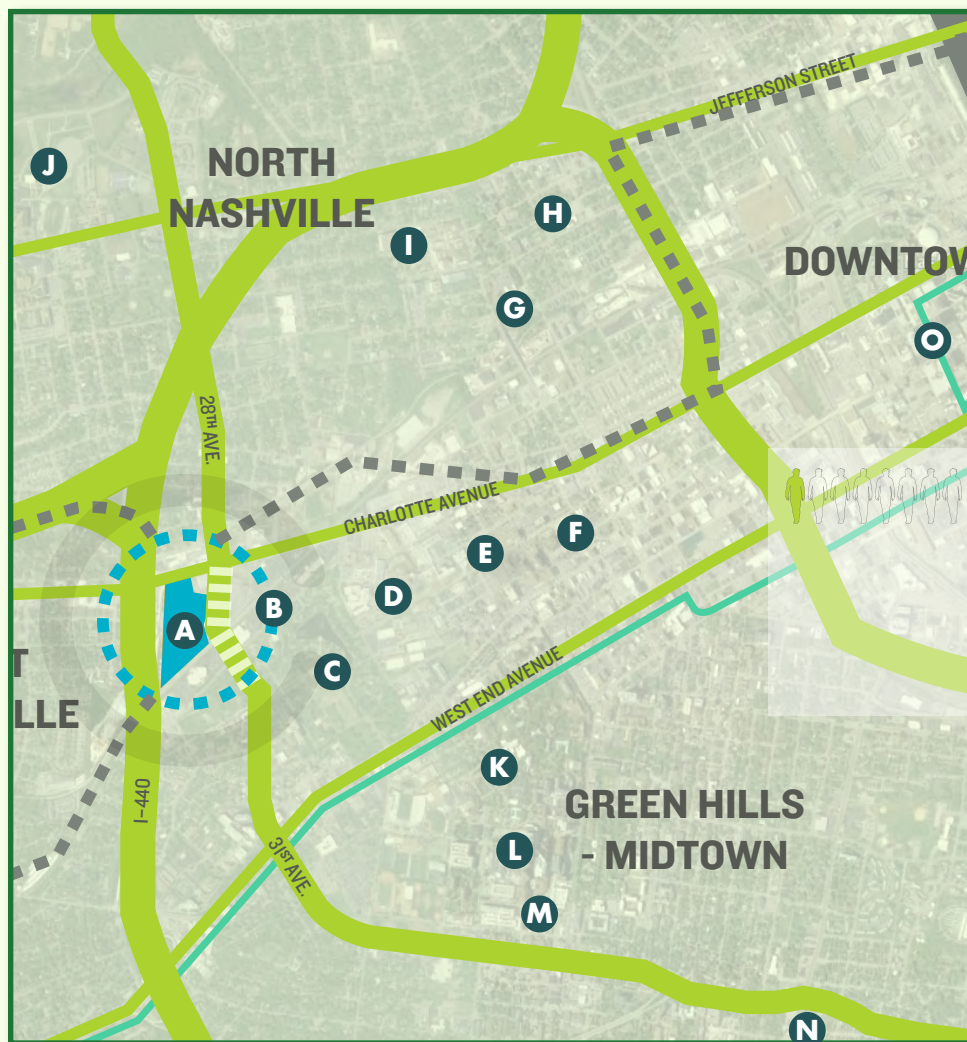
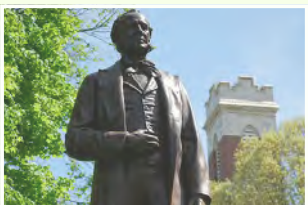
For Americans, these transformations have brought huge benefits – better service, more convenience, and lower costs. For our economy, these transformations have meant **countless new jobs**. The top five internet companies today are all American. Over the last ten years, their workforces have grown nearly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

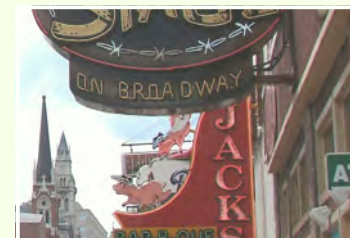
A. Project site B. HCA Health Care C. Centennial Park D. Centennial Medical Center  
E. Red Cross F. Baptist Hospital G. Metro Nashville General Hospital H. Fisk University  
I. Meharry Medical College J. Tennessee State University K. Vanderbilt University  
L. V.A. Hospital M. Vanderbilt Medical Center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

Local Impact

oneCITY :: PRELIMINARY SPECIFIC PLAN

2011SP-009-008

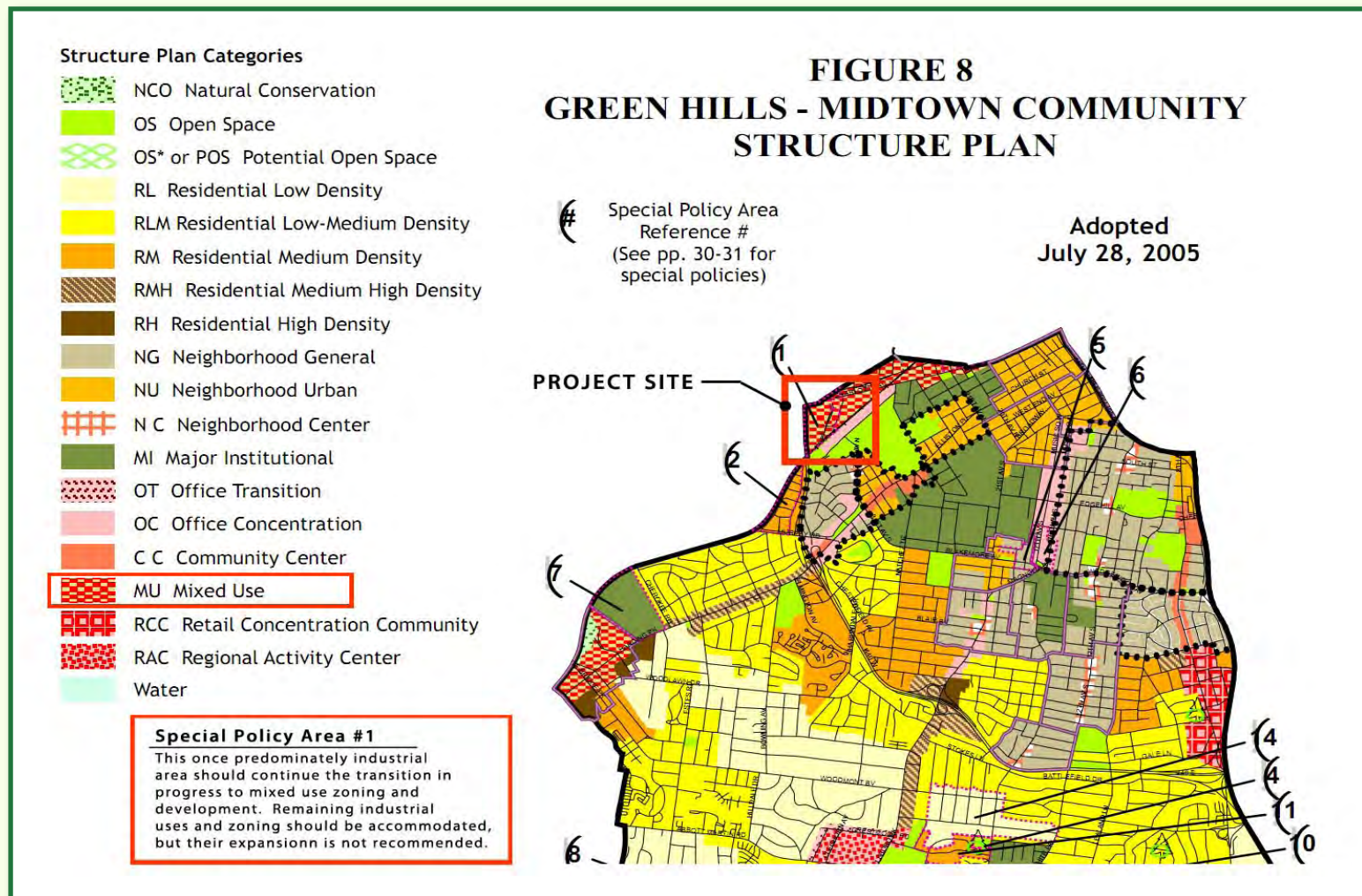
11.16.2020



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.

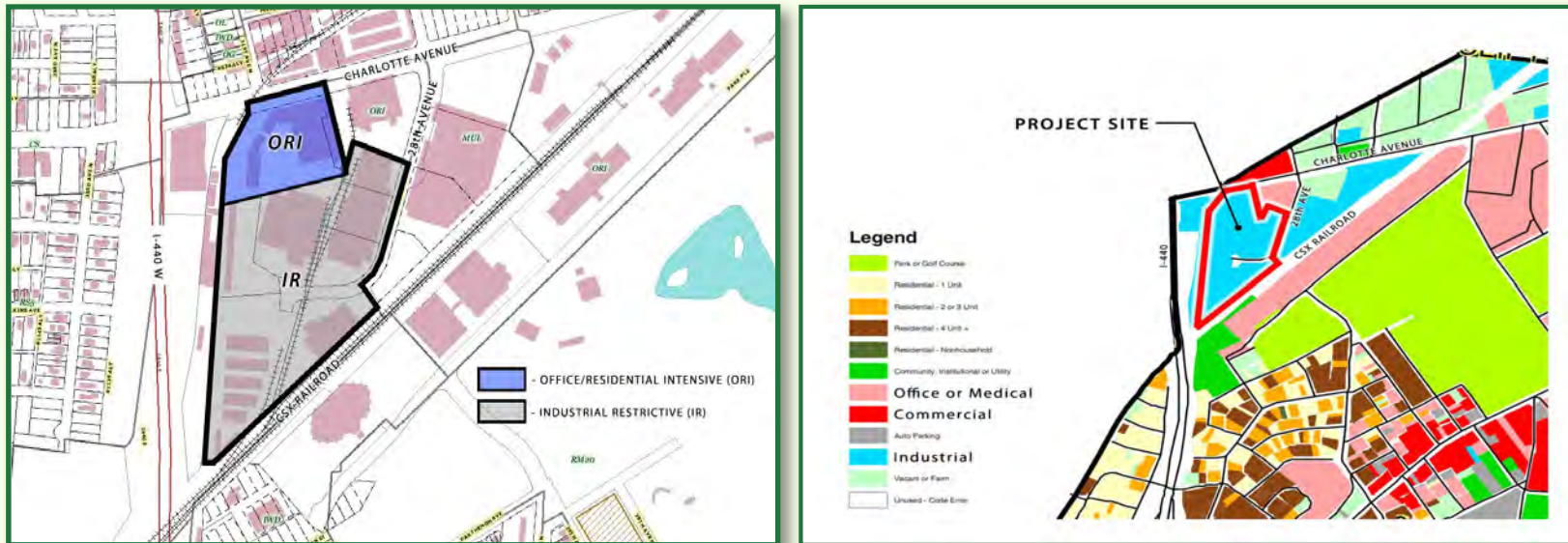


# CURRENT LAND USE POLICY



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.

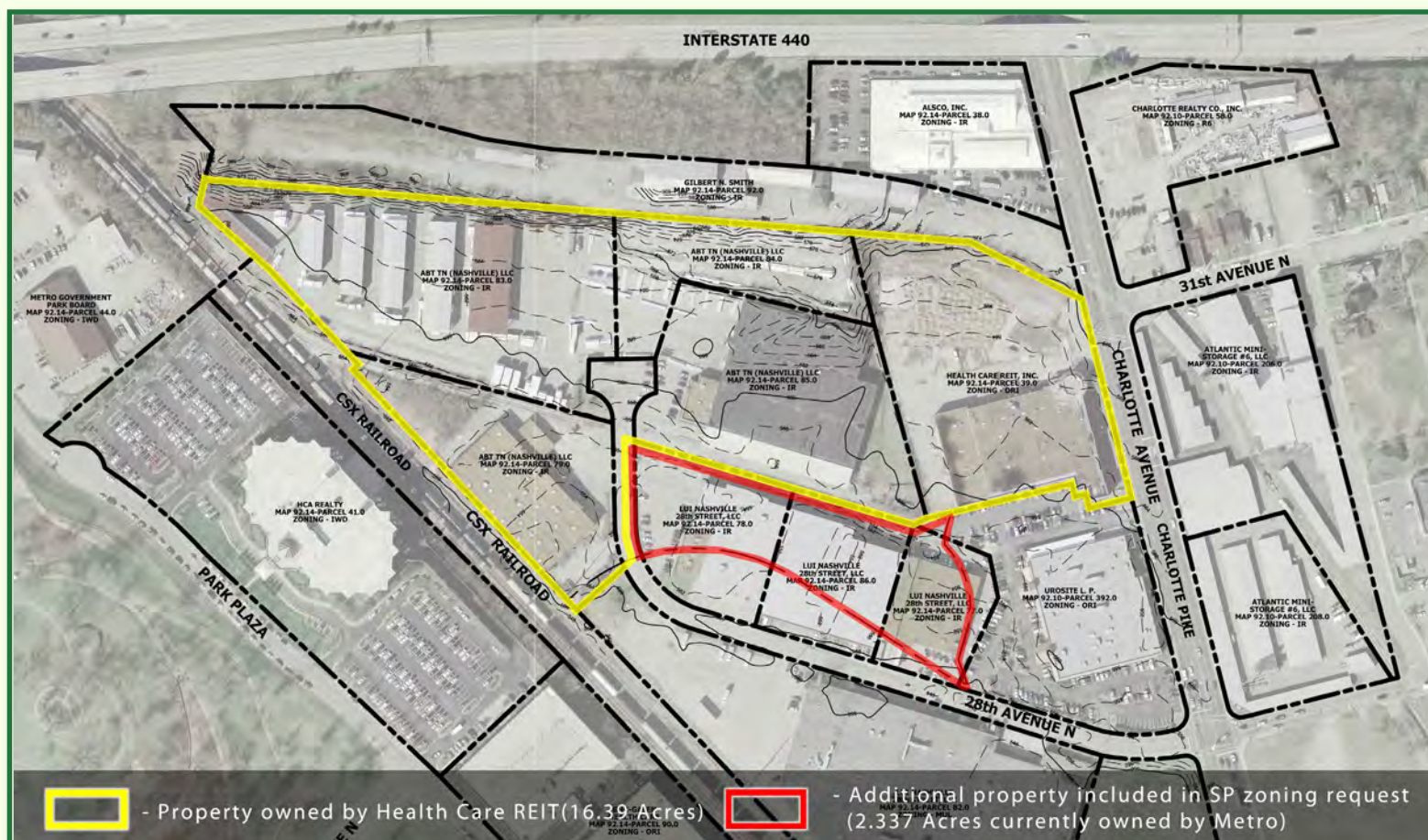
# CURRENT ZONING & ADJACENT LAND USE



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.

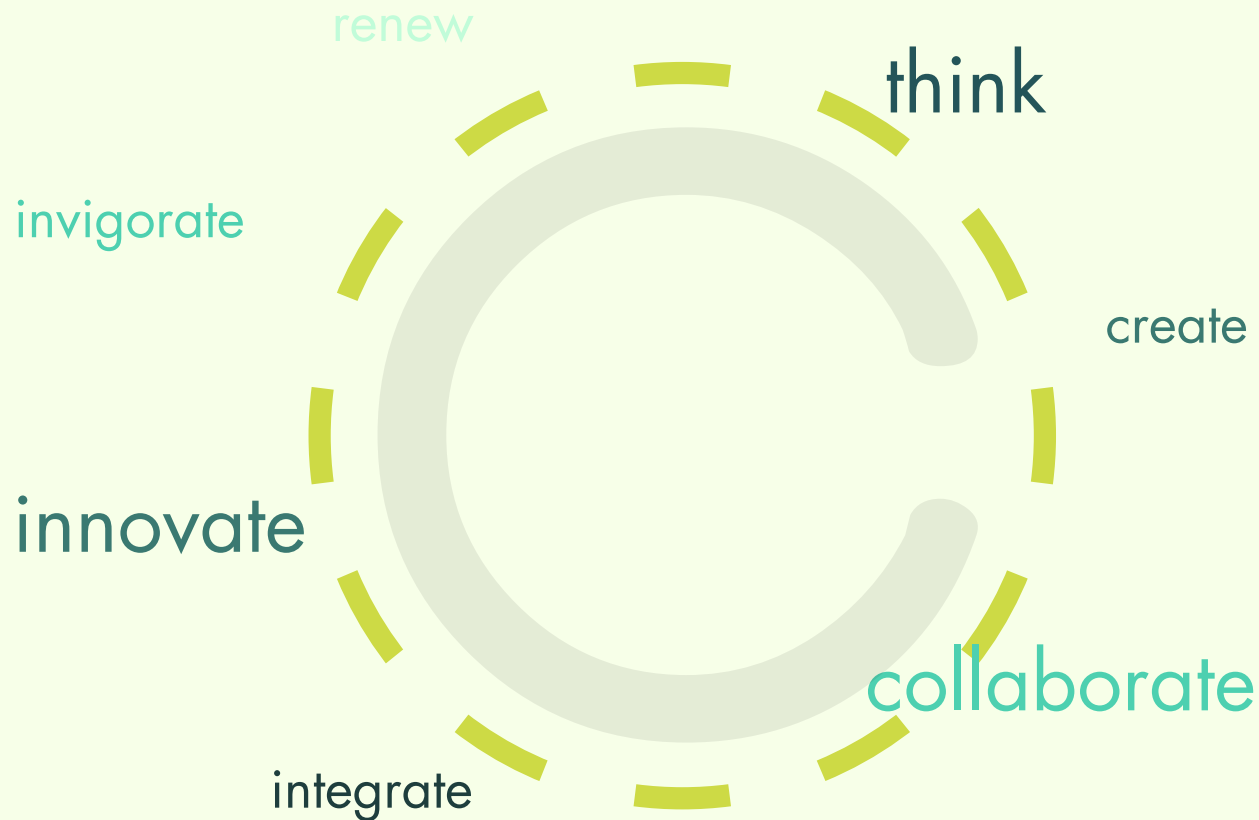




The existing physical characteristics of the property are consistent with an outdated industrial property and currently contains several vacant, dilapidated and/or unoccupied buildings and one existing facility that is relocating at the present time. There are currently several easements including an 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.

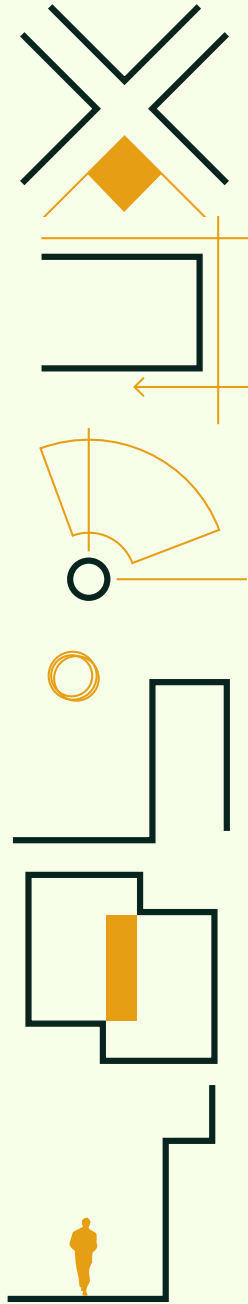
For any development standards, regulations and requirements not specifically shown on the SP Plan and/or included as a condition of Commission or Council approval, the property shall be subject to the standards, regulations and requirements of the MUI zoning district as of the date of the applicable request or application.

oneCITY :: PRELIMINARY SPECIFIC PLAN

2011SP-009-008

11.16.2020





## DESIGN PRINCIPLES for QUALITY OF PLACE

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

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

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

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

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

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

## THE PLACE

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



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







# THE MARKET STREET

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

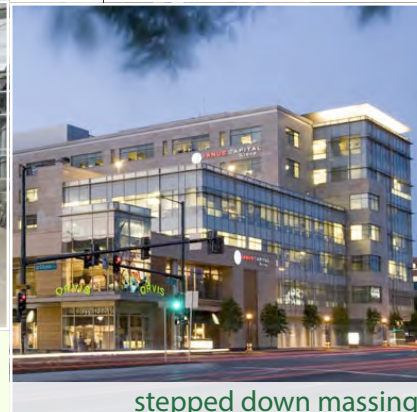
sidewalks in summer shade <  
easy cross-shopping <  
pedestrian scaled landscape <  
simple, elegant hardscape <  
tenant planter program <



urban sophisticated



messy vitality



stepped down massing



vibrant storefronts









# THE BOULEVARD

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

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



hip-height landscaping



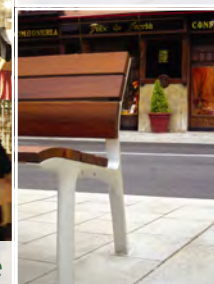
well-illuminated streetscape



street level lobby



warmth and texture



oneCITY :: PRELIMINARY SPECIFIC PLAN

2011SP-009-008

11.16.2020







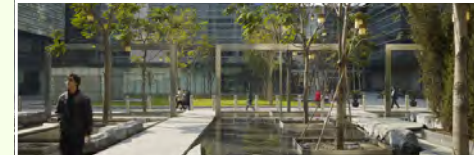
# ARRIVAL COURT

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



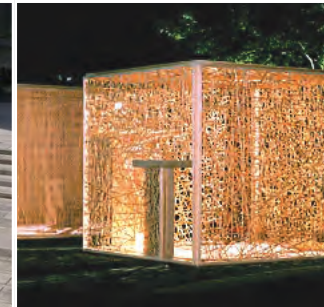
calm water feature



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



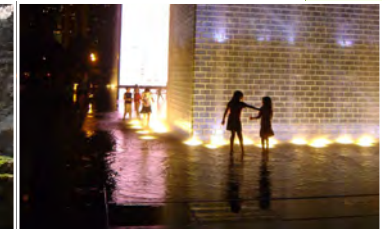
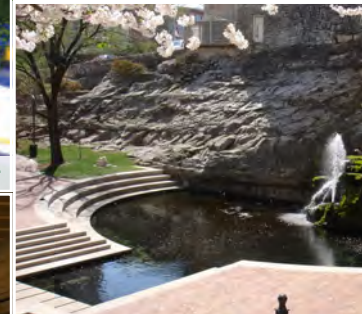
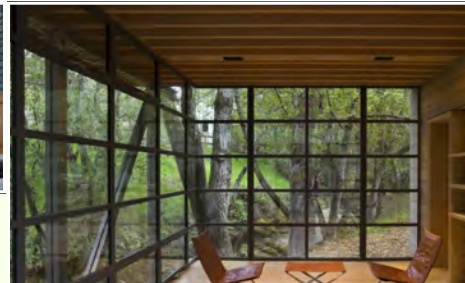
relocated heritage tree



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.

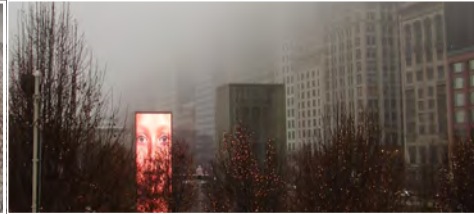
our front door to the community <  
honor local plant heritage <  
urban grit meets quiet gardens <  
perfect for people watching <  
gateway to Centennial Park <  
special outdoor lighting <



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 <



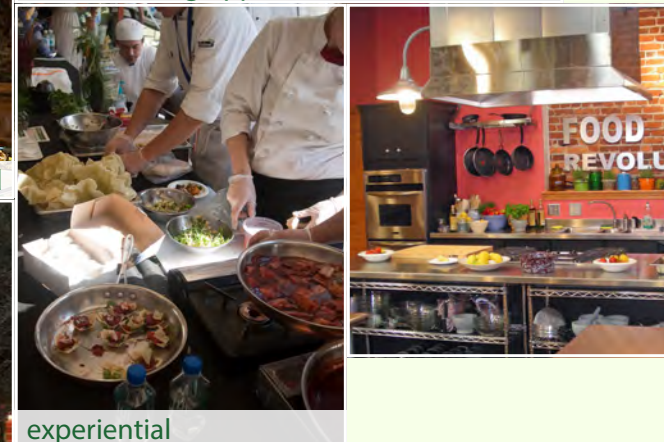
sophisticated setting



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

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# CHARLOTTE AVENUE

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

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



pedestrian oriented



urban edge



complete street



# PRELIMINARY DEVELOPMENT PLAN



## Notes:

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

# DEVELOPMENT STANDARDS

## DEVELOPMENT / SITE DATA TABLE

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

### DEVELOPMENT STANDARDS

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

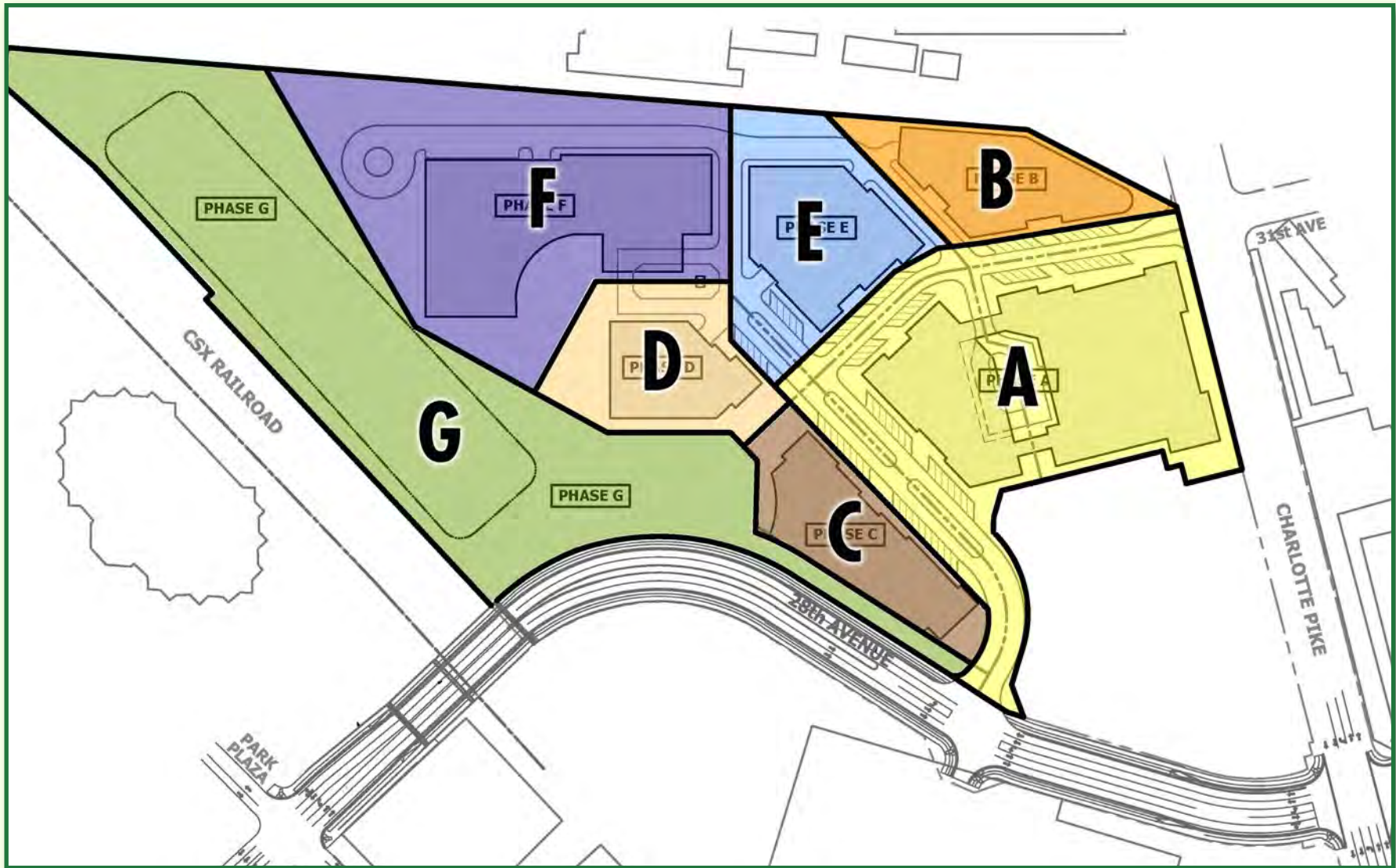
Development Standards

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# PHASING STRATEGY

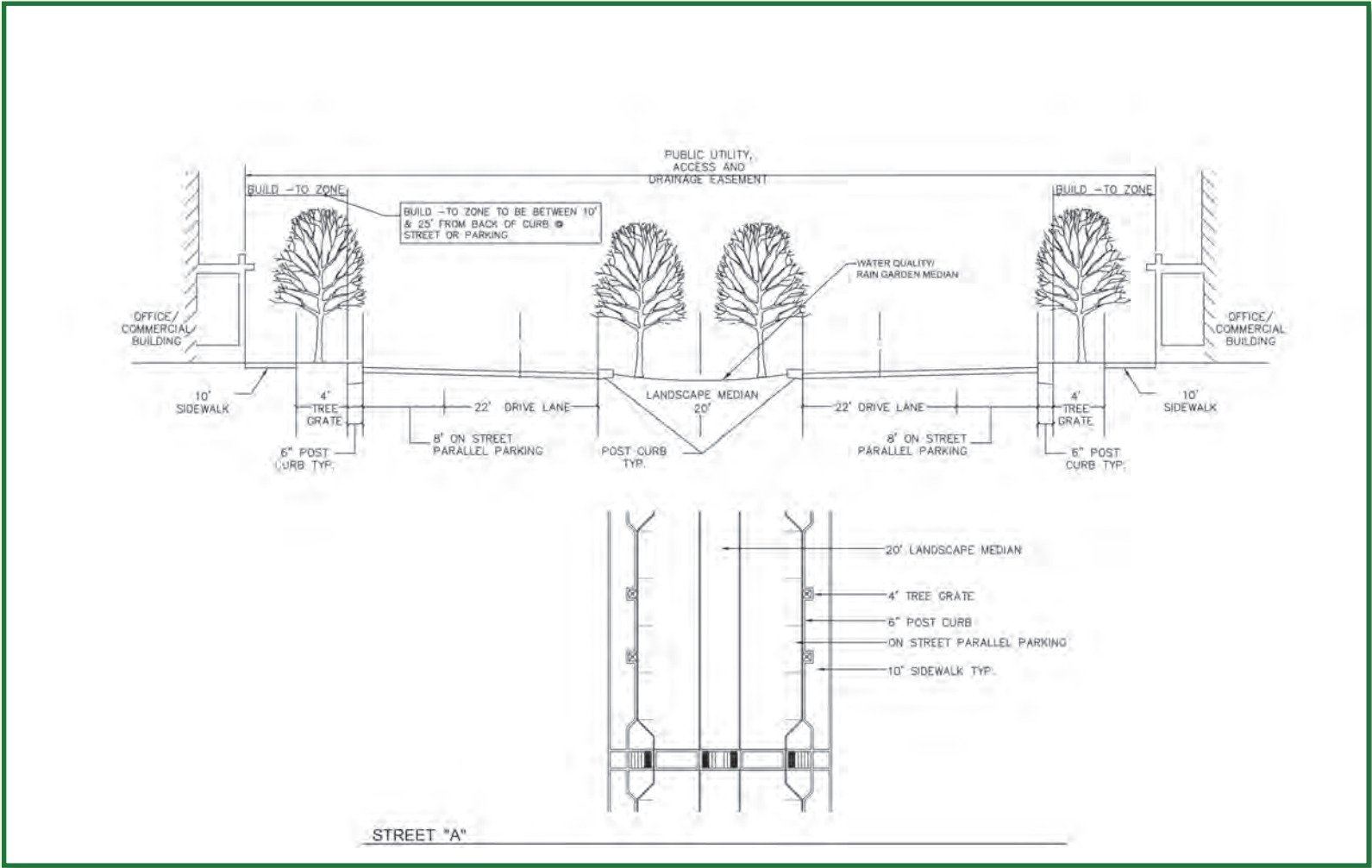


Note: The Development Phasing Strategy boundaries and sequence of construction to final build-out shown on this plan is preliminary and subject to revisions based on market conditions and future final SP submittals.



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

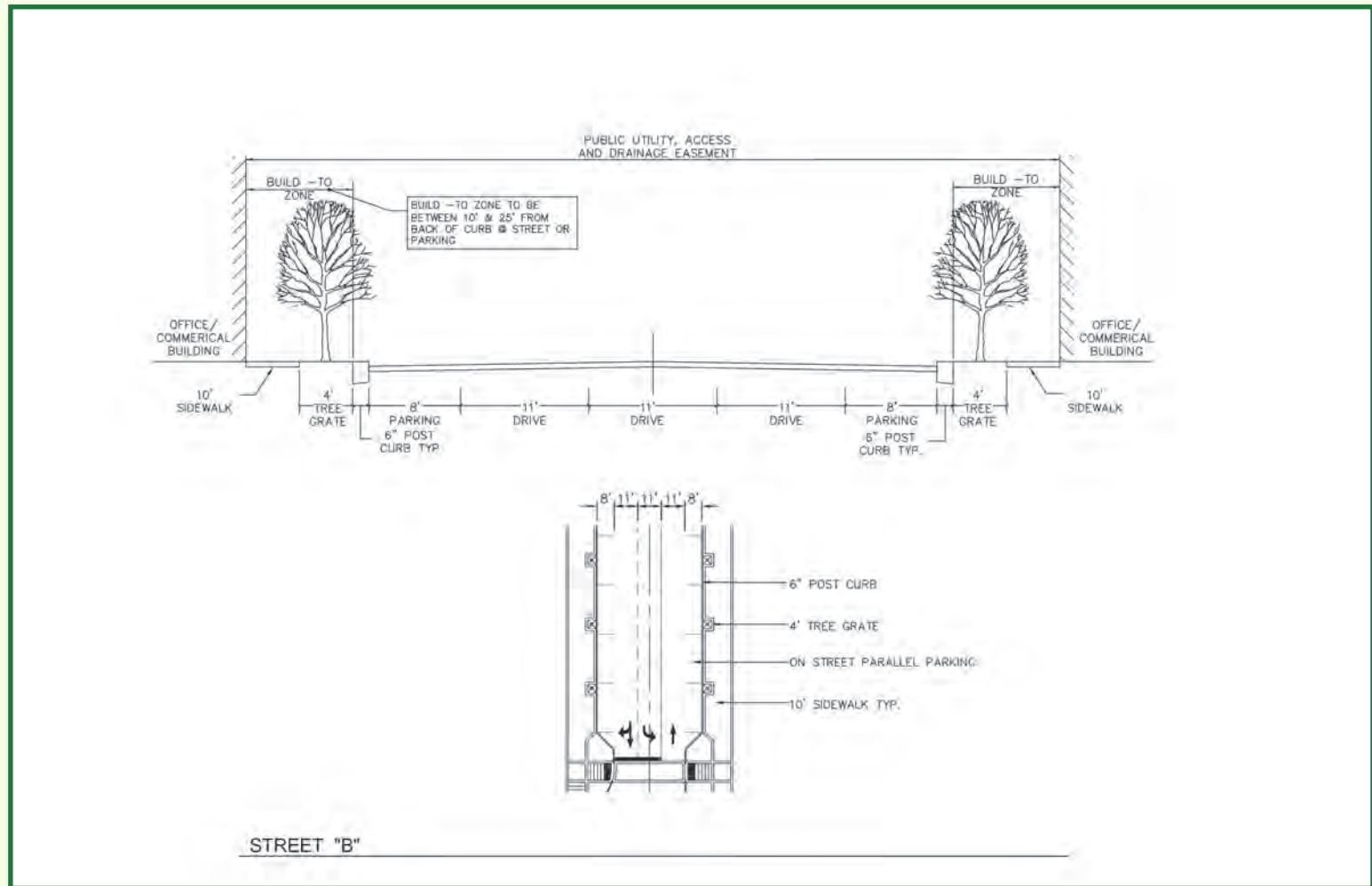
# STREET SECTIONS



STREET A

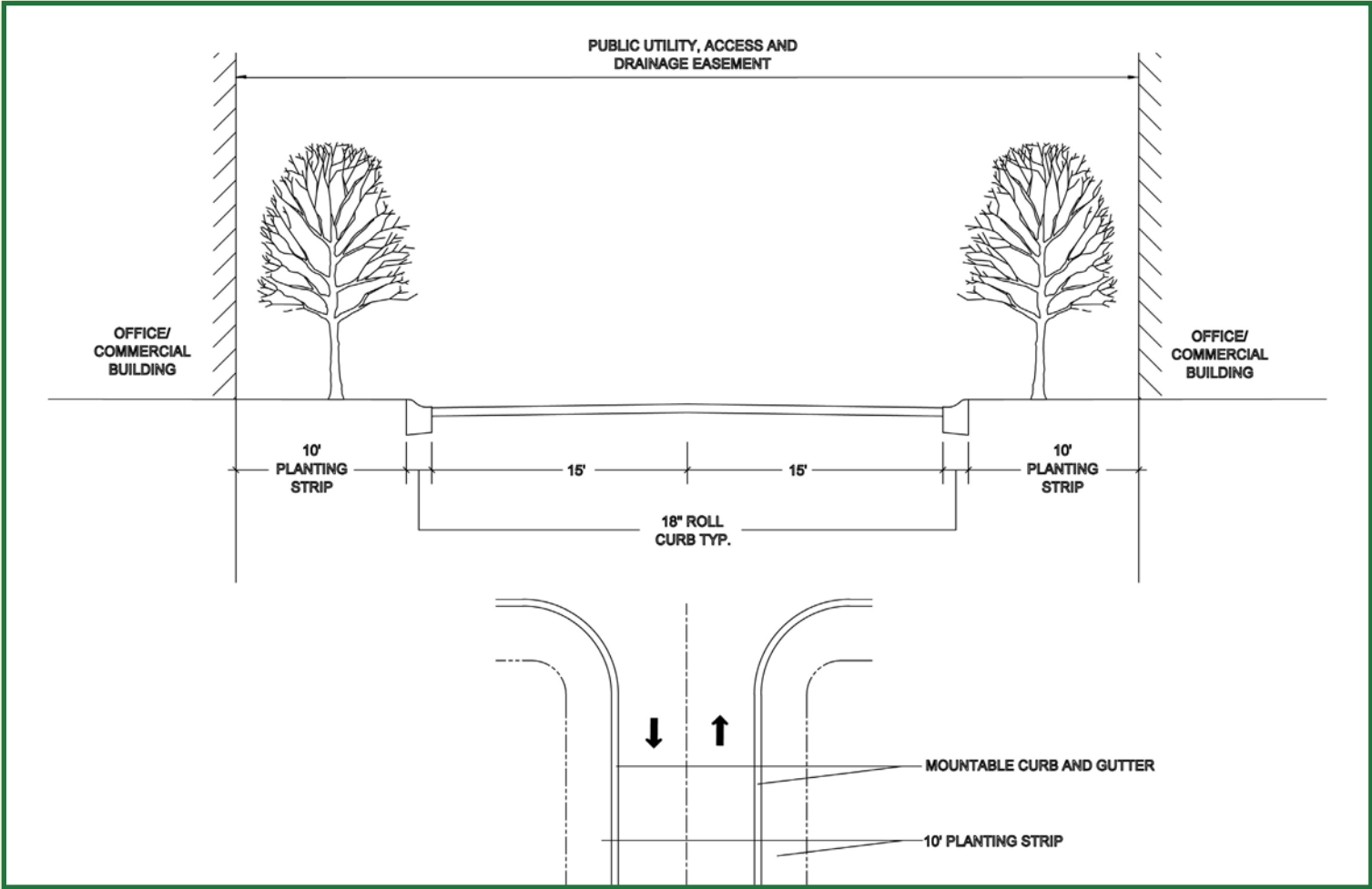


# STREET SECTIONS



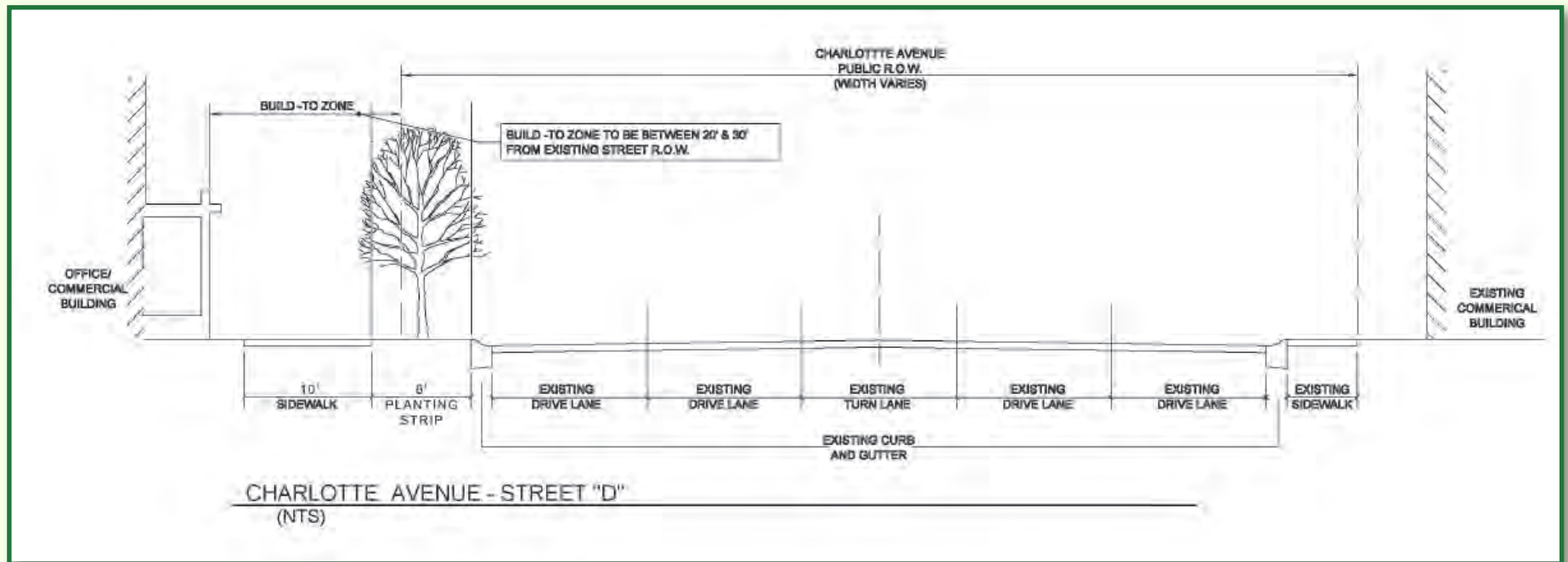
STREET B

# 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.

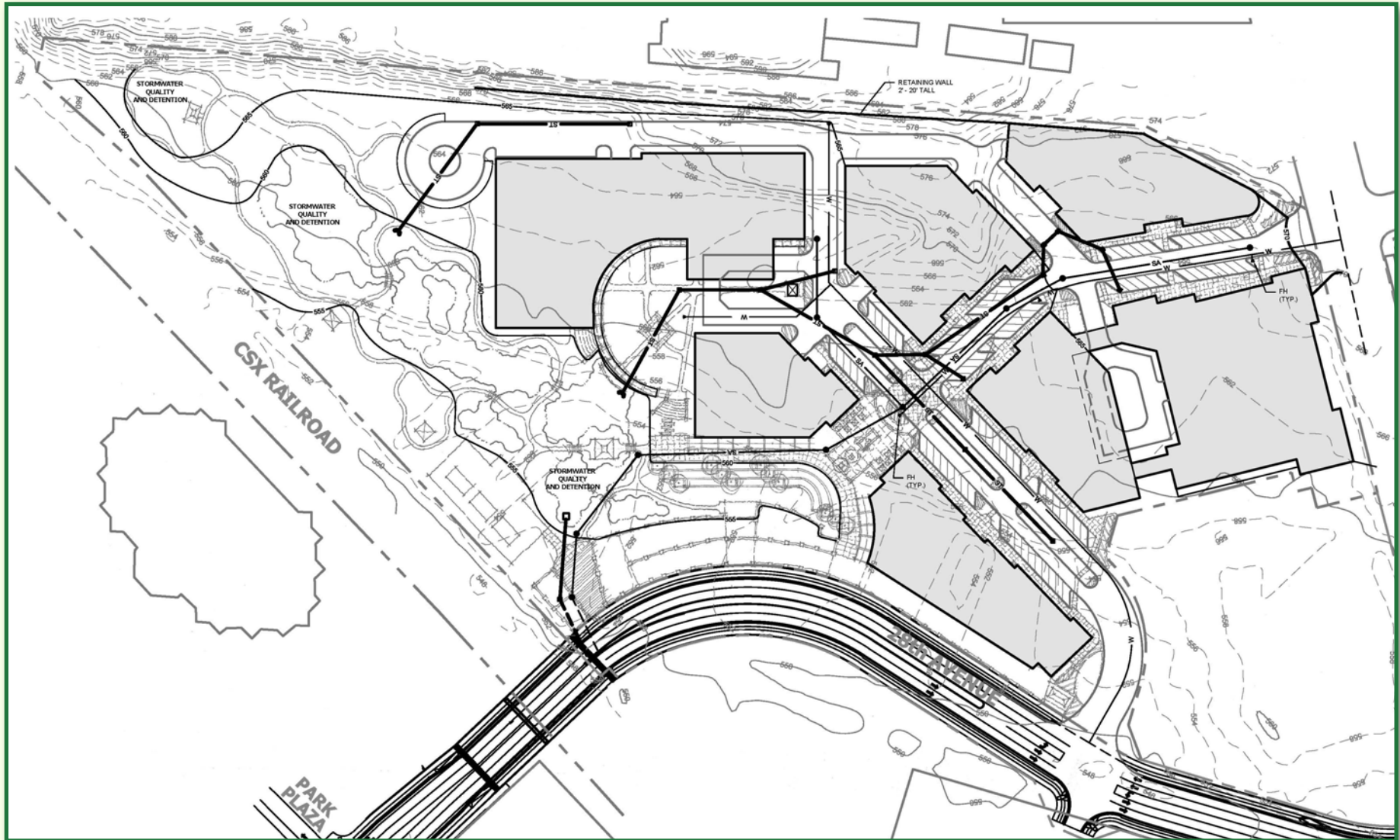
6. Modification to the traffic signal at the intersection of Charlotte Avenue and 28th Avenue to provide protected-only left turn phasing for the recommended dual left turn lanes on the northbound approach of 28th Avenue. Right turn overlap phasing will be provided for the northbound, eastbound, and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



## 571



# 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?

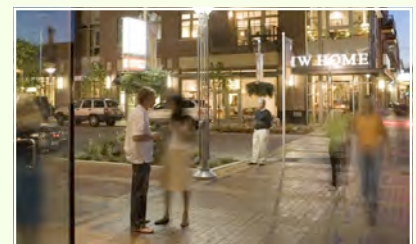
The shared encounters on our streets and open spaces are the very thing that will bring people back to this place. Think of the last place you visited that made you feel as you envision yourself. Was there an attitude about the environment you connected with? Did it feel authentic or contrived? Each 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**.





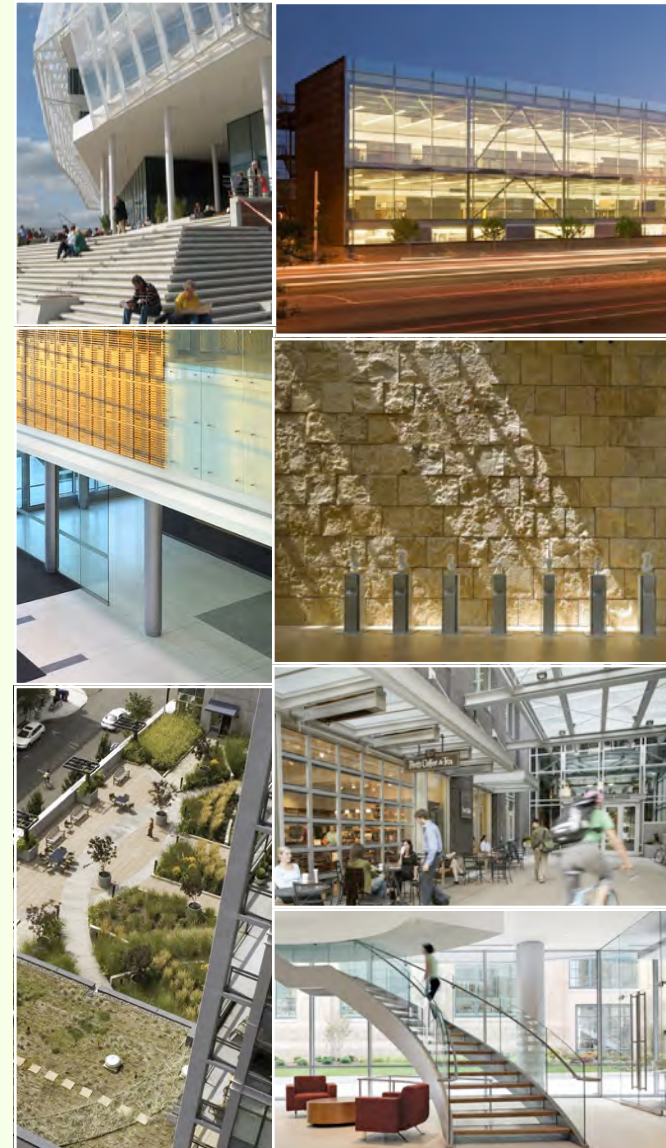
## MATERIAL PALETTE

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.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: BL2021-646, Version: 2**

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An ordinance making amendments to various provisions of Titles 2, 12, and 13 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, in order to ensure that Metro's parking management program is best serving our citizens, the initial term of any contract with a private operator that provides for any level of enforcement authority shall not exceed 5 years; and

WHEREAS, it is the intention of the Metropolitan Council that the scope of any such contract be reevaluated prior to renewal, and a determination should be made as to whether it is in Metro's best long term interest for the parking management and enforcement operations to be returned to Metro.

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.

D. The initial term of any contract with a contractor as authorized by this section shall be limited in duration to no greater than sixty months.

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, provided the initial term of such contract does not exceed sixty months.”

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, provided the initial term of such contract does not exceed sixty months.”

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. Chapter 12.44. of the Metropolitan Code is amended by adding the following new Section 12.44.015:

12.44.015 - Use of contractors.

No contract providing for contractor enforcement of any of the provisions of this chapter shall have an initial term exceeding sixty months in duration. Any renewal or extension of the contract must be approved by an ordinance enacted by the Metropolitan Council.

Section 11. 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 12. 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 13. 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 14. 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 15. Section 12.44.080 of the Metropolitan Code shall be deleted in its entirety.

Section 16. 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 17. 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 18. This ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government requiring it.

### Analysis

This ordinance, as substituted, 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.

SUBSTITUTE ORDINANCE NO. BL2021-646

An ordinance making amendments to various provisions of Titles 2, ~~and 12~~, and 13 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, in order to ensure that Metro's parking management program is best serving our citizens, the initial term of any contract with a private operator that provides for any level of enforcement authority shall not exceed 5 years; and

WHEREAS, it is the intention of the Metropolitan Council that the scope of any such contract be reevaluated prior to renewal, and a determination should be made as to whether it is in Metro's

best long term interest for the parking management and enforcement operations to be returned to Metro.

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.

D. The initial term of any contract with a contractor as authorized by this section shall be limited in duration to no greater than sixty months.

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, provided the initial term of such contract does not exceed sixty months."

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, provided the initial term of such contract does not exceed sixty months."

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. Chapter 12.44. of the Metropolitan Code is amended by adding the following new Section 12.44.015:

12.44.015 – Use of contractors.

No contract providing for contractor enforcement of any of the provisions of this chapter shall have an initial term exceeding sixty months in duration. Any renewal or extension of the contract must be approved by an ordinance enacted by the Metropolitan Council.

Section 4011. 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 4412. 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 42~~13. 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 43~~14. 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 44~~15. Section 12.44.080 of the Metropolitan Code shall be deleted in its entirety.

~~Section 45~~16. 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 46~~17. 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 47~~18. This ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government requiring it.

Introduced By:

Freddie O'Connell

Sean Parker

Members of Council





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-656, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to MUL-A zoning for property located at 4150 Central Pike, approximately 230 feet east of Valley Grove Drive (1.7 acres), all of which is described herein (Proposal No. 2021Z-007PR-001).

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

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

By changing from RS15 to MUL-A zoning for property located at 4150 Central Pike, approximately 230 feet east of Valley Grove Drive (1.7 acres), being Property Parcel No. 225 as designated on Map 086-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 086 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2021Z-007PR-001

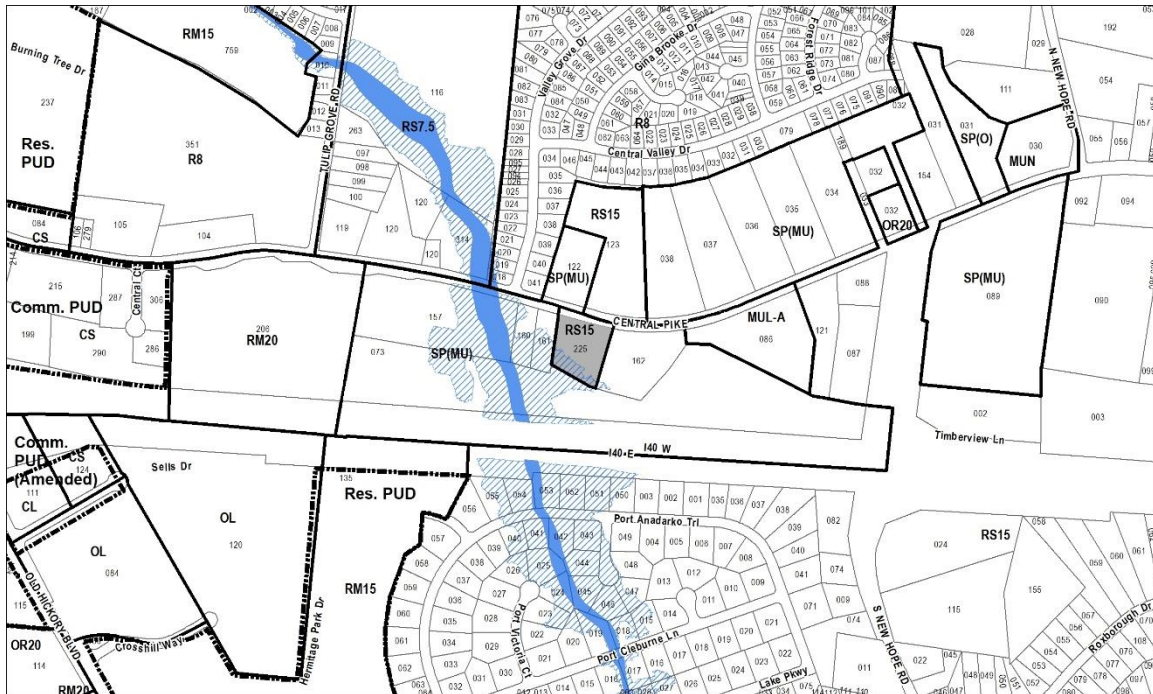
Map 086, Parcel(s) 225

Subarea 14, Donelson - Hermitage - Old Hickory

District 12 (Evans)

Application fee paid by: William S or Sandra J Glover

A request to rezone from RS15 to MUL-A zoning for property located at 4150 Central Pike, approximately 230 feet east of Valley Grove Drive (1.7 acres), requested by Wheeler Central Pike Partnership, applicant and owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: BL2021-667, Version: 1**

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to SP zoning for property located at 4027 Red Rose Court, approximately 660 feet west of Windover Drive, (0.94 acres), to permit a detached accessory dwelling unit, all of which is described herein (Proposal No. 2021SP-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 changing from RS15 to SP zoning for property located at 4027 Red Rose Court, approximately 660 feet west of Windover Drive, (0.94 acres), to permit a detached accessory dwelling unit, , being Property Parcel No. 001 as designated on Map 069-11 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 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 069 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 One Detached Accessory Dwelling Unit (DADU) and all uses of the RS15 zoning district.

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

1. The standards of Title 17 related to DADUs shall apply, 17.16.030.G.
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 RS15 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.

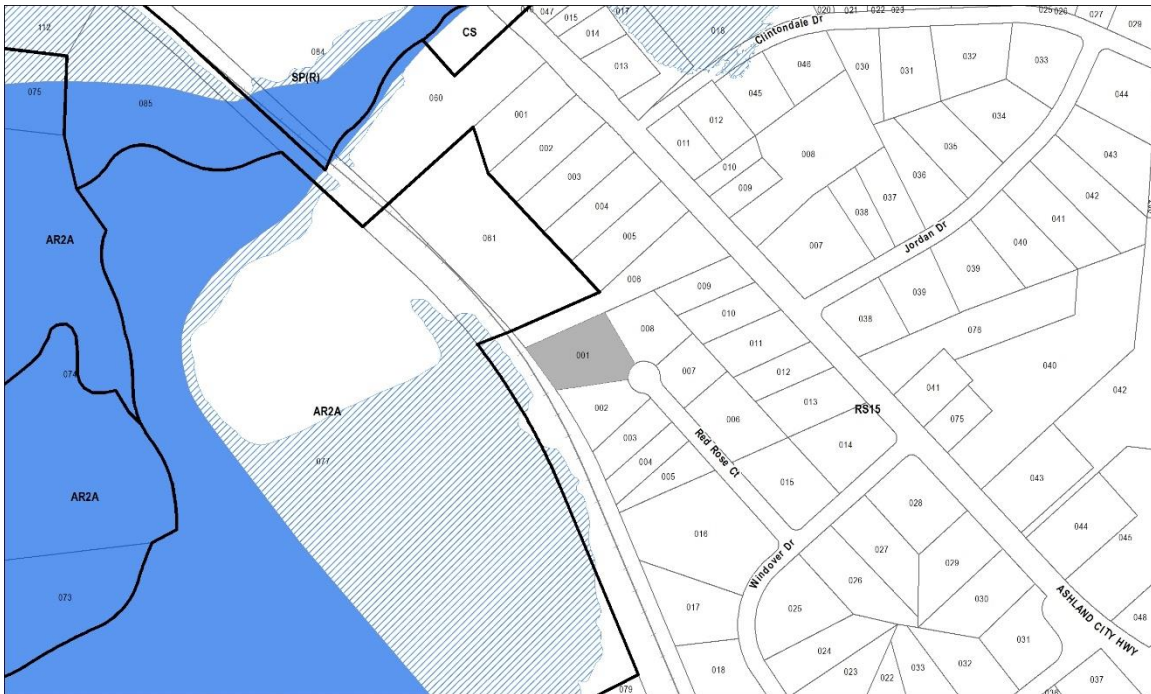
land use table  
4027 Red Rose Court Nashville, TN 37218

We are proposing land use for a standard DADU conditions per Title 17.



2021SP-001-001  
4027 RED ROSE COURT SP  
Map 069-11, Parcel(s) 001  
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity  
District 02 (Toombs)  
Application fee paid by: S Dodson-Crawford

A request to rezone from RS15 to SP zoning for property located at 4027 Red Rose Court, approximately 660 feet west of Windover Drive, (0.94 acres), to permit a detached accessory dwelling unit, requested by Shawanda Dodson Crawford, applicant; Shawanda Dodson Crawford and Sedric Crawford, owners.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-669, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS7.5 to R6-A zoning for property located at Monticello Street (unnumbered), at the corner of Winstead Ave and Monticello St (0.18 acres), all of which is described herein (Proposal No. 2021Z-005PR-001).

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

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

By changing from RS7.5 to R6-A zoning for property located at Monticello Street (unnumbered), at the corner of Winstead Ave and Monticello St (0.18 acres), being Property Parcel No. 063 as designated on Map 071-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 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-005PR-001

Map 071-01, Parcel(s) 063

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: X5 Construction

A request to rezone from RS7.5 to R6-A zoning for property located at Monticello Street (unnumbered), at the corner of Winstead Ave and Monticello St (0.18 acres), requested by Civil Site Engineering, LLC, applicant; X5 Construction, LLC, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-670, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R10 to ON zoning for property located at 2649 Smith Springs Road, approximately 315 feet west of Bell Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-139PR-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 R10 to ON zoning for property located at 2649 Smith Springs Road, approximately 315 feet west of Bell Road (0.17 acres), being Property Parcel No. 047 as designated on Map 136-00 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 136 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-139PR-001  
Map 136, Parcel(s) 047  
Subarea 13, Antioch - Priest Lake  
District 29 (Porterfield)  
Application fee paid by: The Tennessee Credit Union

A request to rezone from R10 to ON zoning for property located at 2649 Smith Springs Road, approximately 315 feet west of Bell Road (0.17 acres), requested by Catherine Honea Sondgerath and Tai Orten, et al, applicants and owners.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-671, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS10 to R10 zoning for property located at 1911 Hailey Ave, approximately 315 feet northeast of Esther Avenue (0.45 acres), all of which is described herein (Proposal No. 2021Z-003PR-001).

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

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

By changing from RS10 to R10 zoning for property located at 1911 Hailey Ave, approximately 315 feet northeast of Esther Avenue (0.45 acres), being Property Parcel No. 005 as designated on Map 081-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

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

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



2021Z-003PR-001  
Map 081-01, Parcel(s) 005  
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity  
District 02 (Toombs)  
Application fee paid by: Joseph L Perry

A request to rezone from RS10 to R10 zoning for property located at 1911 Hailey Ave, approximately 315 feet northeast of Esther Avenue (0.45 acres), requested by Joseph L. Perry, applicant; Joseph L. & Willie Perry, owners.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-672, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R6-A zoning for property located at 119 Oriel Avenue, approximately 400 feet west of Miller Street (0.27 acres), all of which is described herein (Proposal No. 2021Z-008PR-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 119 Oriel Avenue, approximately 400 feet west of Miller Street (0.27 acres), being Property Parcel No. 495 as designated on Map 119-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 119 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

2021Z-008PR-001  
Map 119-01, Parcel(s) 495  
Subarea 11, South Nashville  
District 16 (Welsch)  
Application fee paid by: Mitra C Sharifi

A request to rezone from RS5 to R6-A zoning for property located at 119 Oriel Avenue, approximately 400 feet west of Miller Street (0.27 acres), requested by Mitra Sharifi, applicant and owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-673, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R6 to RM20-A zoning for properties located at 810 McKinley Street and McKinley Street (unnumbered), at the southwest corner of Lincoln Street and McKinley Street (0.41 acres), all of which is described herein (Proposal No. 2021Z-012PR-001).

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

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

By changing from R6 to RM20-A zoning for properties located at 810 McKinley Street and McKinley Street (unnumbered), at the southwest corner of Lincoln Street and McKinley Street (0.41 acres), being Property Parcel Nos. 019, 020, 021, 022, 023 as designated on Map 070-08 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

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

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

2021Z-012PR-001

Map 070-08, Parcel(s) 019-023

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: Joshua S McDonald

A request to rezone from R6 to RM20-A zoning for properties located at 810 McKinley Street and McKinley Street (unnumbered), at the southwest corner of Lincoln Street and McKinley Street (0.41 acres), requested by XE Development Company, LLC, applicant and owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-674, **Version:** 1

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An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS7.5 to RM20-A-NS zoning for properties located at 2307, 2311, and 2315 Whites Creek Pike and Whites Creek Pike (unnumbered), at the corner of Luzon Street and Whites Creek Pike (1.26 acres), all of which is described herein (Proposal No. 2021Z-013PR-001).

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

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

By changing from RS7.5 to RM20-A-NS zoning for properties located at 2307, 2311, and 2315 Whites Creek Pike and Whites Creek Pike (unnumbered), at the corner of Luzon Street and Whites Creek Pike (1.26 acres), being Property Parcel Nos. 110, 111, 112, 140 as designated on Map 070-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

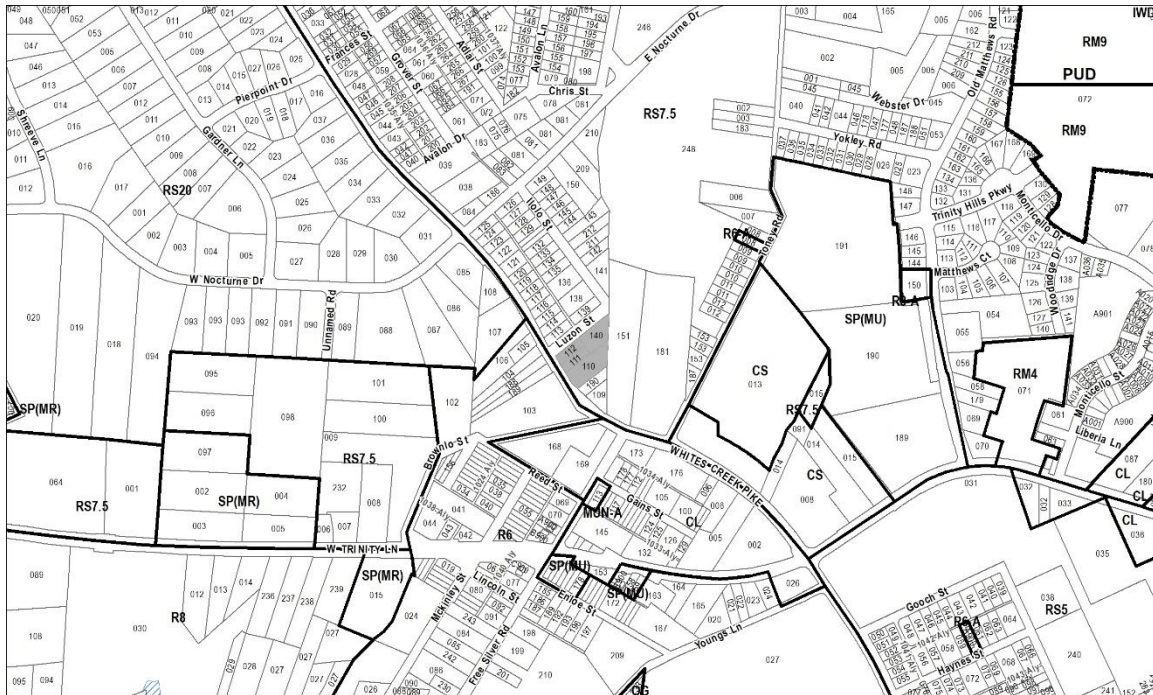
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance,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



Application fee paid by: Joshua S McDonald

A request to rezone from RS7.5 to RM20-A-NS zoning for properties located at 2307, 2311, and 2315 Whites Creek Pike and Whites Creek Pike (unnumbered), at the corner of Luzon Street and Whites Creek Pike (1.26 acres), requested by XE Development Company, LLC, applicant; John W. Turner, EST., owner.





# 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

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**File #:** BL2021-678, **Version:** 1

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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

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**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

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**File #:** BL2021-680, **Version:** 1

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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

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**File #:** BL2021-681, **Version:** 1

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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 8<sup>th</sup> Avenue South to 9<sup>th</sup> Avenue South to "Old Division Street". (Proposal Number 2021M-001SR-001).

WHEREAS, the request for the street name change has been submitted by 19<sup>th</sup> District Council Member Colby Sledge, applicant; and,

WHEREAS, after the realignment of Division Street there was an original section of Division Street remaining between 8<sup>th</sup> Ave S and 9<sup>th</sup> 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 8<sup>th</sup> Ave S to 9<sup>th</sup> 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

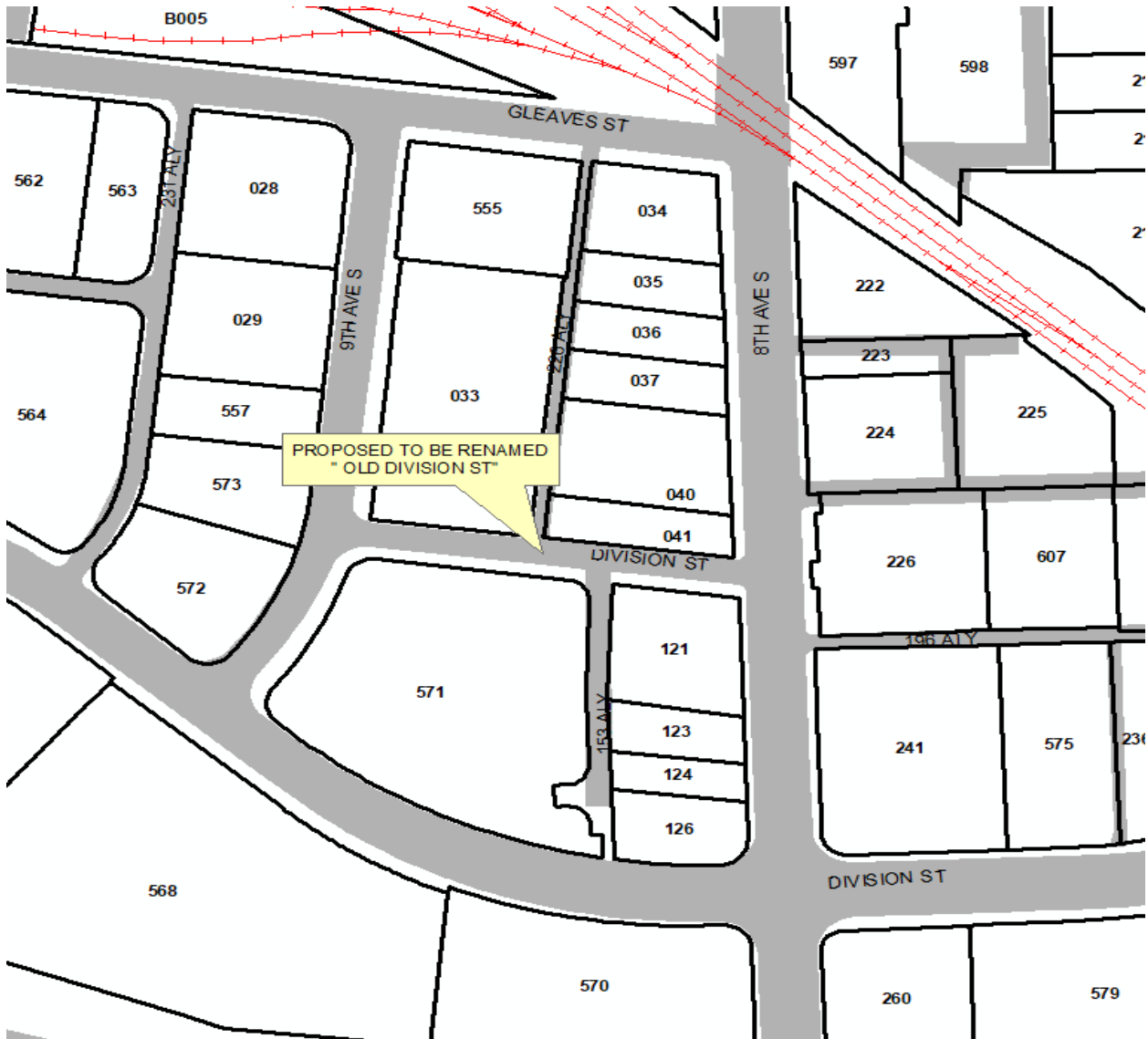
This ordinance renames Division Street from 8<sup>th</sup> Ave S to 9<sup>th</sup> Ave S, between Division Street and Gleaves Street, as "Old Division Street". When Division Street was realigned, there was an original section of Division Street remaining between 8<sup>th</sup> Ave S and 9<sup>th</sup> 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 8<sup>th</sup> Ave S and 9<sup>th</sup> 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 19<sup>th</sup> District Council Member has agreed to the renaming of the shorter section of Division St between 8<sup>th</sup> Ave S & 9<sup>th</sup> 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, 19<sup>th</sup> 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).

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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.<sup>1</sup> 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).<sup>2</sup>

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

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<sup>1</sup> 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.

<sup>2</sup> 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).<sup>3</sup> 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.<sup>4</sup> 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.<sup>5</sup>



Figure 1: McNairy's Plan of West Nashville Property. Source: Metropolitan Government Archives.

<sup>3</sup> “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.

<sup>4</sup> “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.

<sup>5</sup> 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.

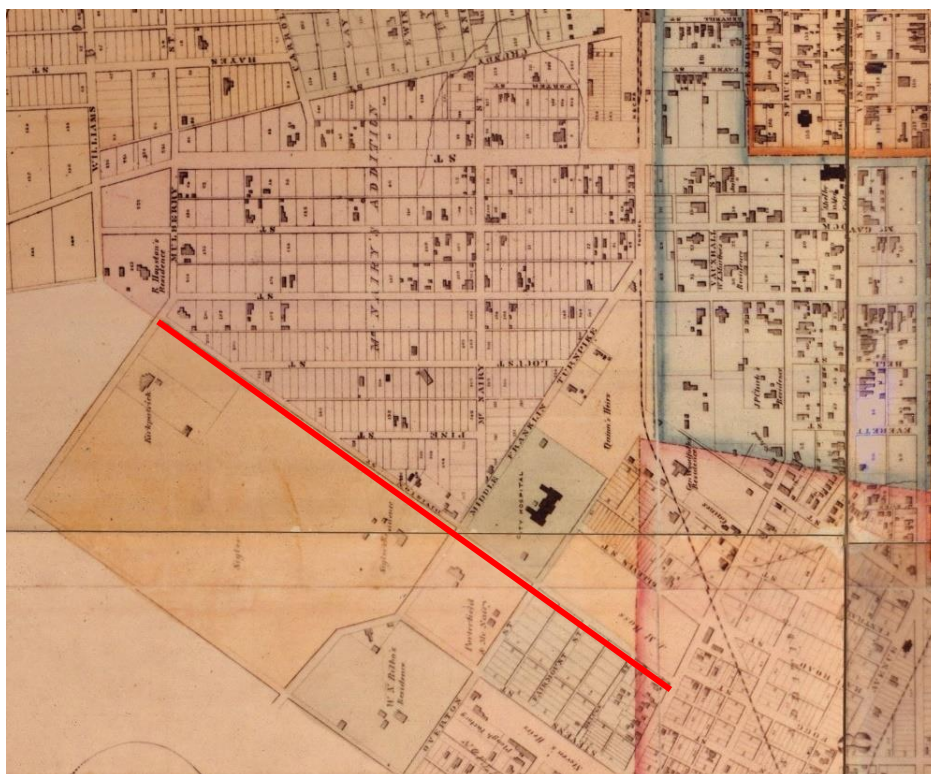


Figure 2: City of Nashville and Edgefield, 1860. Source: Metropolitan Historical Commission.

Division Street appears in the Nashville City Directory by 1867, listed as running “north-west from Spruce—Corporation Line.”<sup>6</sup> 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).<sup>7</sup> 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.<sup>8</sup>

<sup>6</sup> 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.

<sup>7</sup> 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.

<sup>8</sup>The 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.

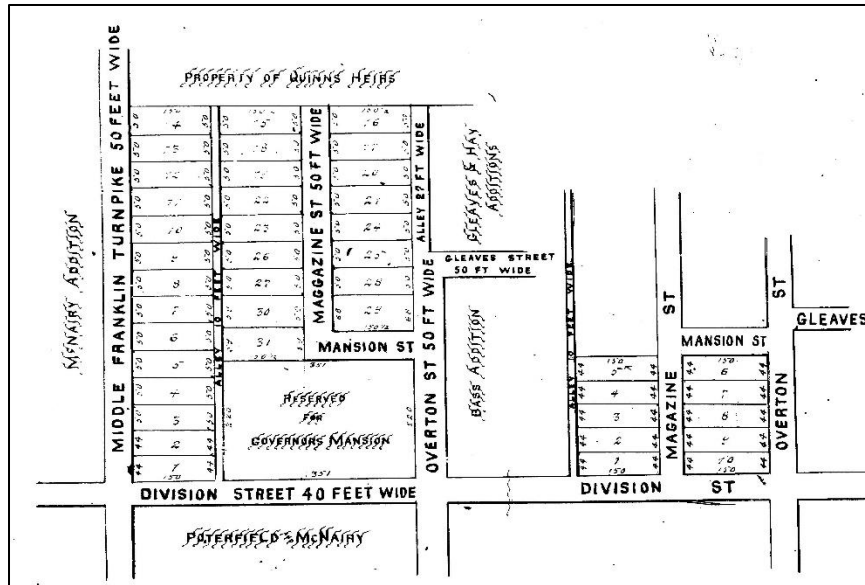


Figure 3: Subdivision of Lunatic Asylum Property, 1870/1887. Source: Register of Deeds.

A segment of Division Street, from 8th Avenue South to Overton Street, near the subject portion, was realigned as part of the Edgehill Urban Renewal Project, Contract E-11E.<sup>9</sup> Plats for lots around the realigned roadway were recorded in 1973, including the plat for Edgehill Estates, Section 67, which shows “Old Division Street” located between 8th Avenue South and 9th Avenue South (Figure 4).<sup>10</sup> This is the same portion of Division Street currently proposed for renaming.

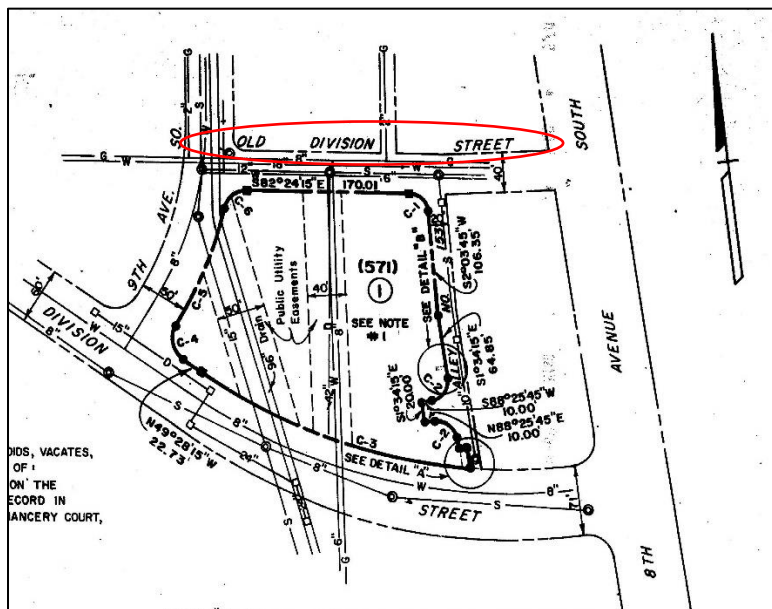


Figure 4: Edgehill Estates, Section 67, 1973. Source: Register of Deeds.

<sup>9</sup> Correspondence with Metro Public Works, March 22, 2021.

<sup>10</sup> Edgehill Estates, Section 67, recorded May 8, 1973, Plat Book 4595, page 179.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-682, **Version:** 1

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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)

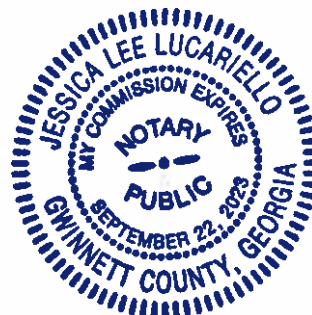
Sworn to and subscribed before

Me this 1<sup>st</sup> 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 5<sup>th</sup> 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](mailto: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](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](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:

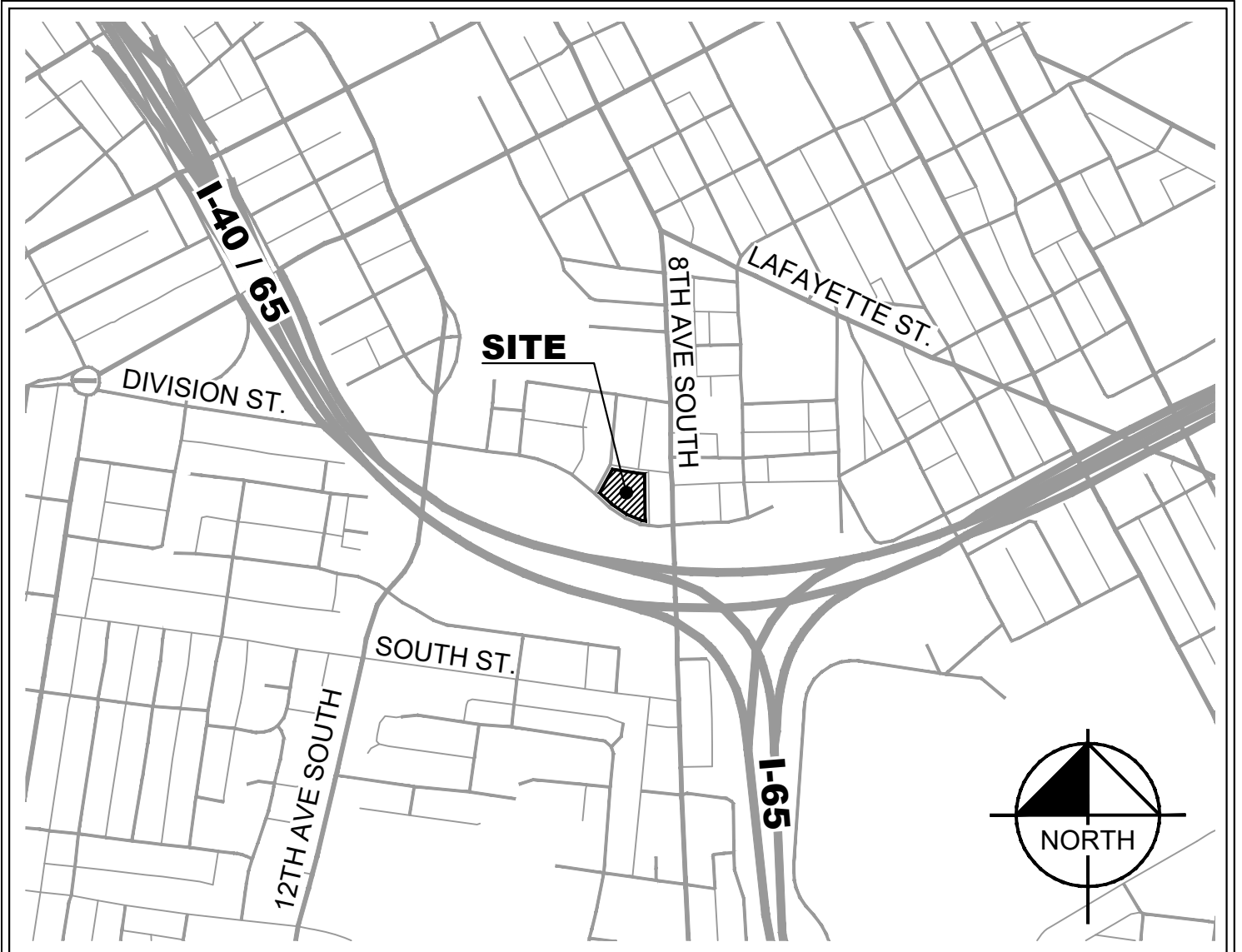
### **Signs / Awnings**

- 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.



**VICINITY MAP**

NOT TO SCALE

**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 1<sup>st</sup> 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 3<sup>rd</sup> 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).

<b>PRODUCER</b> Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357  CN106919283-MCRT--20-21	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b>  <b>INSURER A:</b> Hartford Accident and Indemnity Insurance Co. <b>INSURER B:</b> Sentinel Insurance Company <b>INSURER C:</b> Allied World National Assurance Co. <b>INSURER D:</b> Sentry Casualty Company <b>INSURER E:</b> XL Insurance America <b>INSURER F:</b> Navigators Insurance Company	<b>FAX</b> (A/C, No):  <b>NAIC #</b>  22357 11000 10690 28460 24554 42307
--	--	---

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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"/> <b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <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

590B59D8CB6A4A0...

Address: 3102 West End Ave, Suite 780, Nashville, TN 37203

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

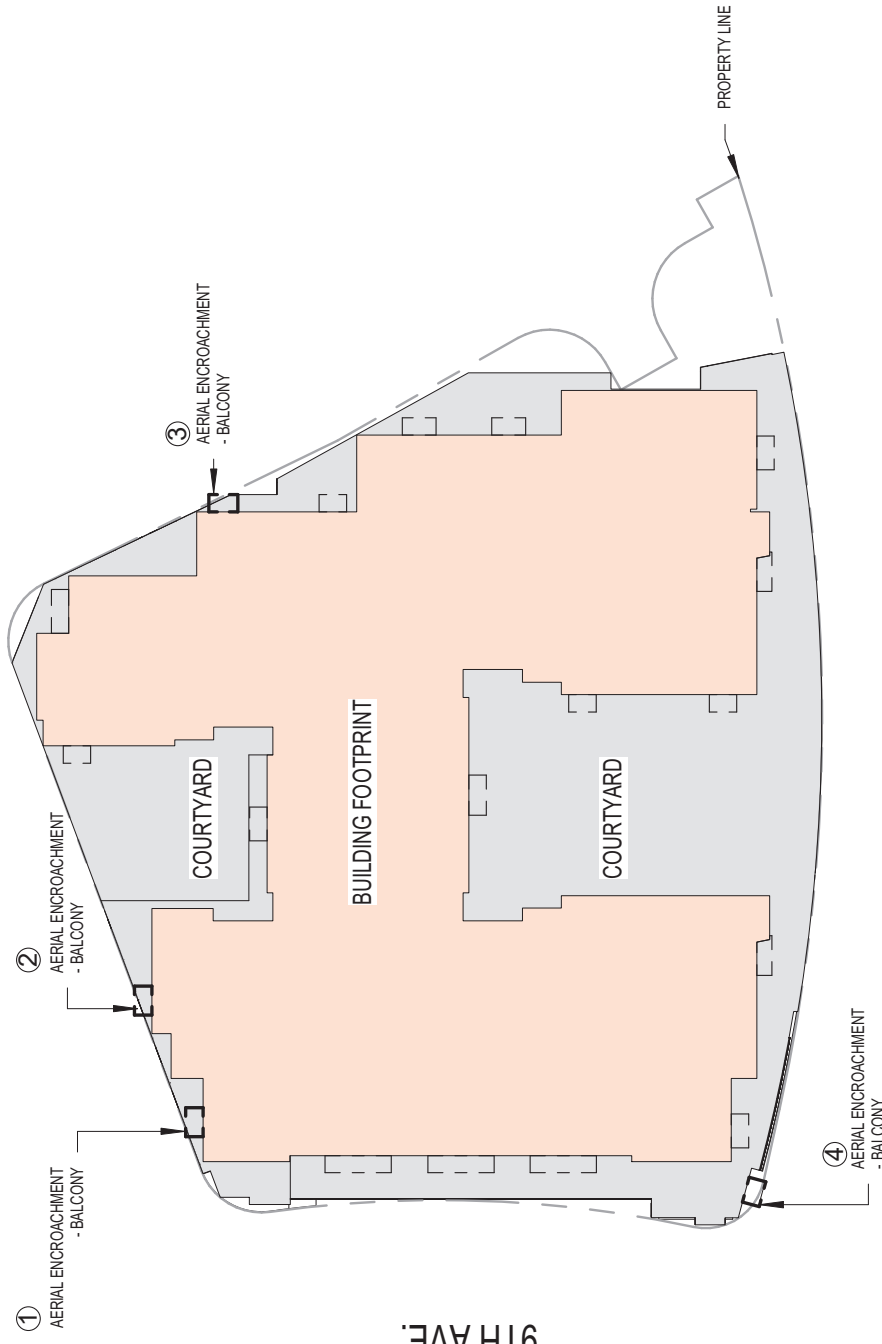
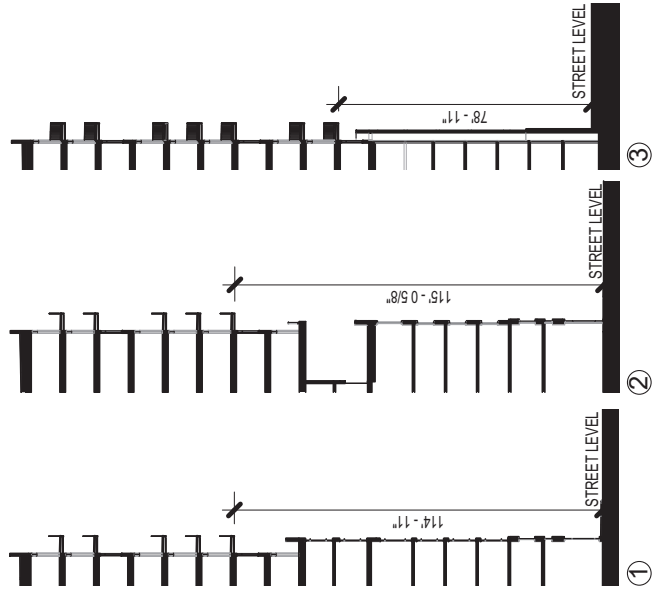
City, State, Zip: Nashville, TN 37204

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



MODERA GULCH  
Nashville, Tennessee



COOPER CARRY

## LEGEND



BIKE RACK



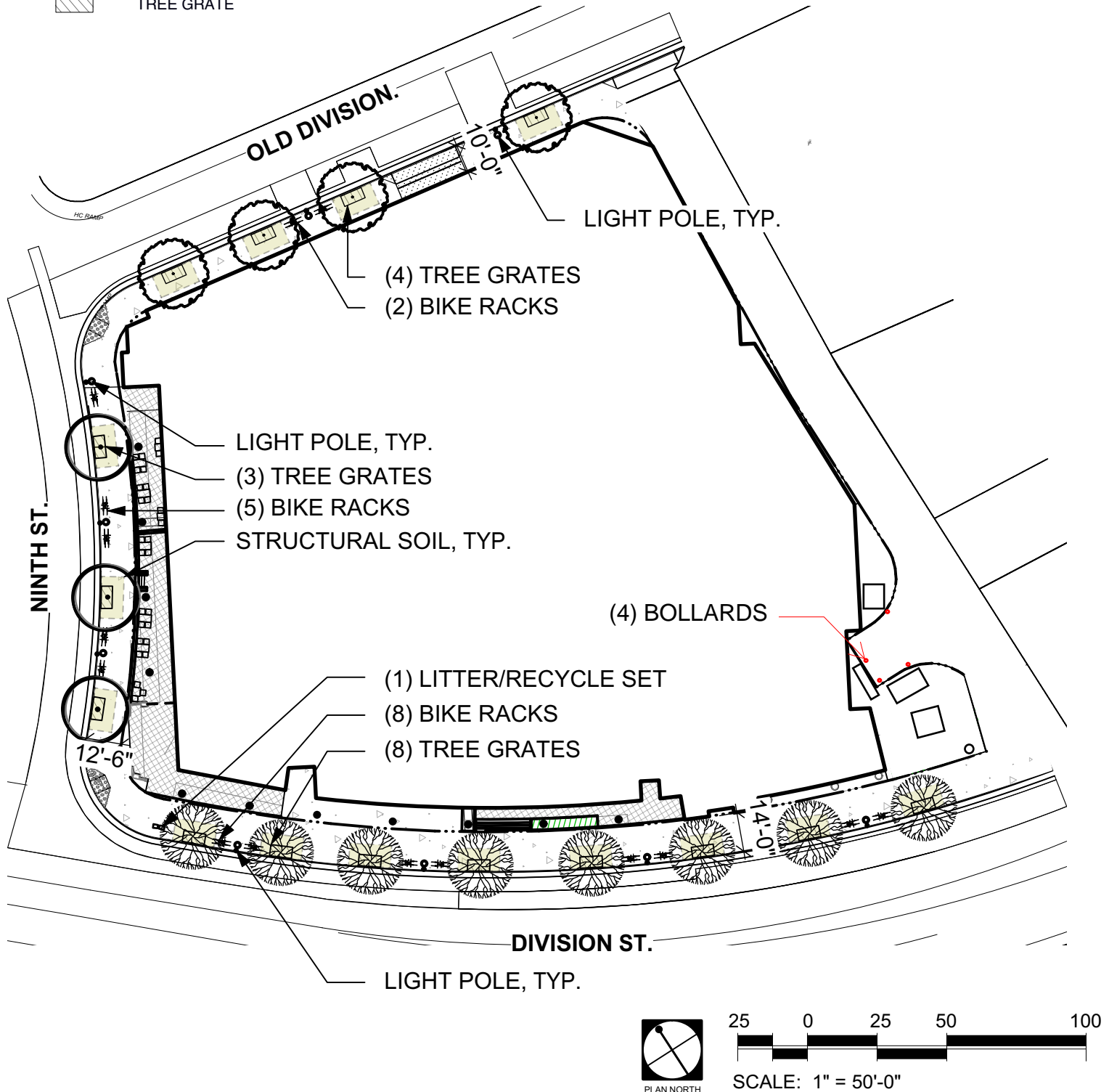
TRASH AND LITTER  
RECEPTACLES

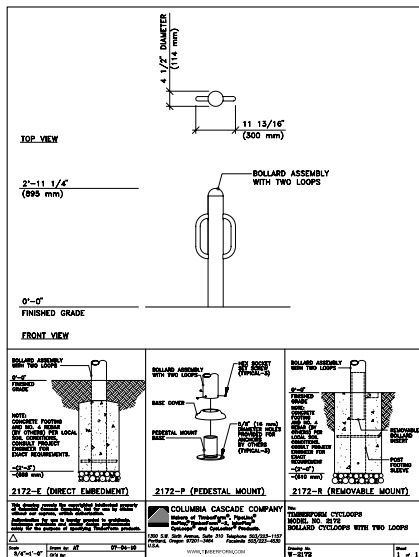


TREE GRATE

## 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

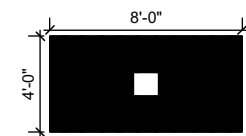
REPRESENTATIVE PHOTO

### 2 REPRESENTATIVE PHOTO: TRASH / RECYCLE RECEPTACLE

**TREE GRATE**  
MANUFACTURER: URBAN  
ACCESSORIES,  
[www.urbanaccessories.com](http://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).

<b>PRODUCER</b> Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7567  CIV0391503D-MORT-20-21	<b>CONTACT NAME:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b> <b>ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> 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
<b>INSURED</b> Mill Creek Residential Trust LLC 5910 N. Central Expressway, Suite 1100 Dallas, TX 75206	

<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>	HCU-00372463-01	<b>REVISION NUMBER:</b>	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	ADDITIONAL INSURED	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"/> S&T <input checked="" type="checkbox"/> LOC OTHER:		01UNZ05481	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 OTHER:
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HCHEDULED AUTOS <input checked="" type="checkbox"/> NON-SCHEDULED AUTOS ONLY		01UNZ05481	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) \$ OTHER:
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> CLAIMS-MADE		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"/> S&T <input type="checkbox"/> LOC 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		US00002505L00A	09/01/2020	09/01/2021	\$25,000,000 X5 \$25,000,000
F	Excess Liability		NY20M03209TKV	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)						

<b>CERTIFICATE HOLDER</b> 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	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mulherjee <i>Manashi Mulherjee</i>
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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

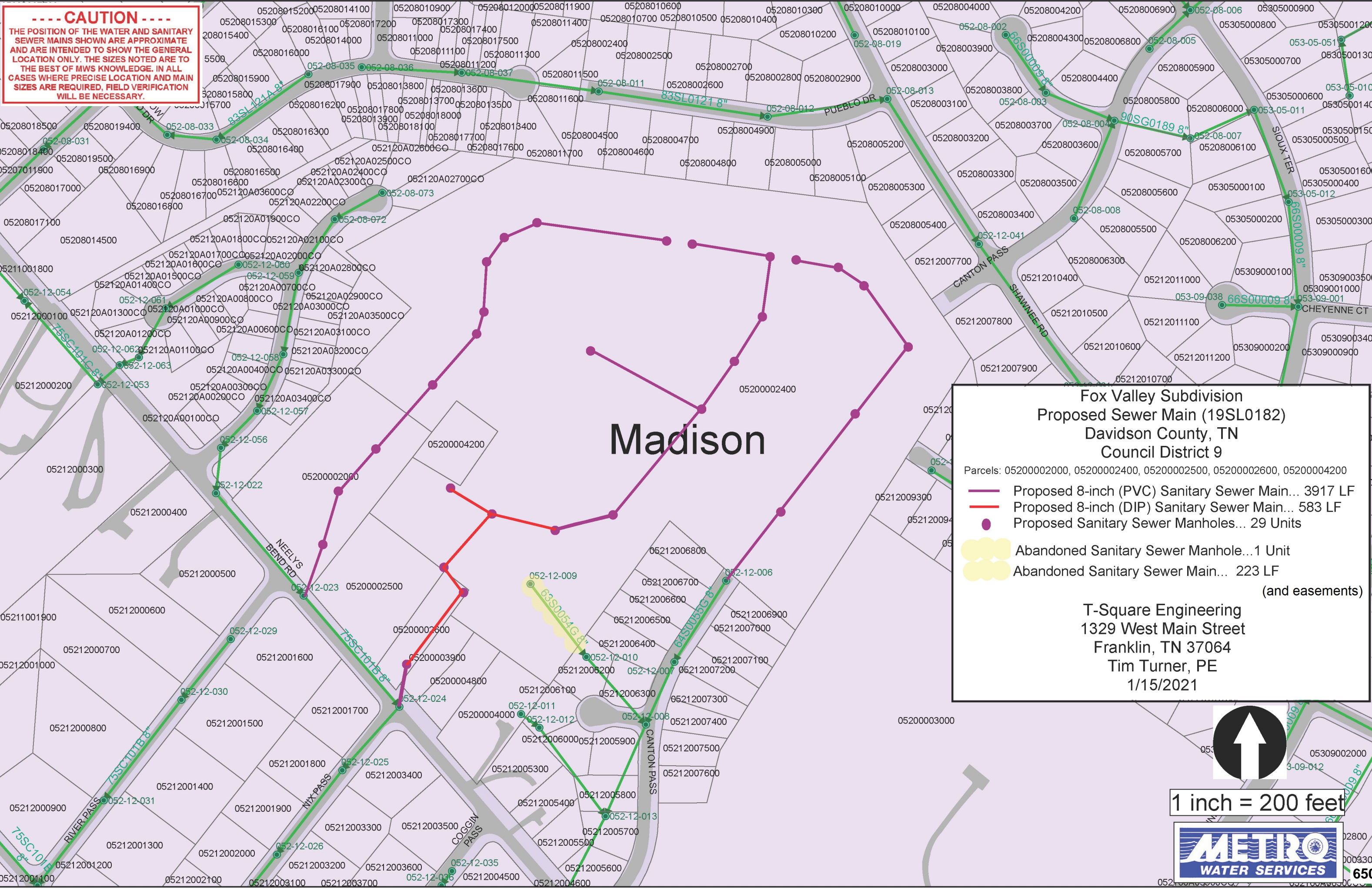
This ordinance abandons approximately 223 linear feet of existing eight inch sanitary sewer main, one sanitary sewer manhole, and easements, and accepts approximately 3,917 linear feet of new eight inch sanitary sewer main (PVC), 583 linear feet of new eight inch sanitary sewer main (DIP), 29 sanitary 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.*



-----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

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**File #:** BL2021-684, **Version:** 1

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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.

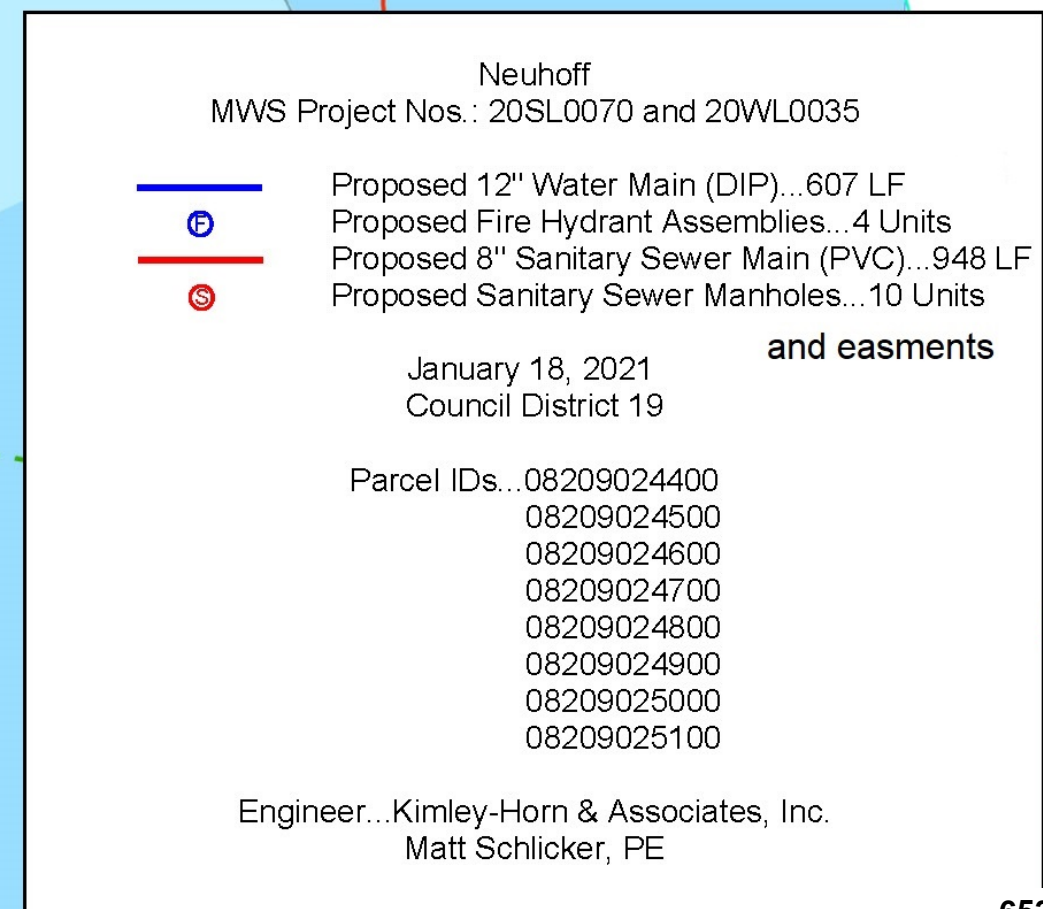
*Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to*

*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

<b>Address</b>	<b>Map/Parcels</b>	<b>Property Owners</b>
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

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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 4<sup>th</sup> 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.*





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-688, **Version:** 1

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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 8<sup>th</sup> 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: \_\_\_\_\_