



Metropolitan Council

PROPOSED LATE-FILED

RESOLUTION AND

AMENDMENTS AND

SUBSTITUTES FOR

ORDINANCES TO BE FILED

WITH THE METRO CLERK

FOR THE COUNCIL MEETING OF

TUESDAY, JANUARY 16, 2018

RESOLUTION NO. _____

A resolution approving an amendment to the contract between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and Nature's Best Organics, by assigning the contract to Living Earth.

WHEREAS, BL2016-464 approved a ten (10) year contract, attached hereto as Exhibit A, between the Metropolitan Government of Nashville and Davidson County ("Metro") and Nature's Best Organics of Tennessee ("Nature's Best"), wherein Nature's Best agreed to provide all labor, equipment, materials and supplies for the receiving, processing, disposal and composting of all yard waste and vegetative storm debris collection by or on behalf of Metro, as part of routine collection and major storm events; and,

WHEREAS, The Letco Group, LLC, DBA Living Earth ("Living Earth"), is acquiring substantially all of the assets of Nature's Best, and those parties desire to have Nature's Best's responsibilities under the contract assigned to Living Earth; and,

WHEREAS, Living Earth is capable of handling the responsibilities under the contract and are willing to assume the contract with Metro; and,

WHEREAS, approval of this amendment allowing the assignment to Living Earth is in the best interest of the citizens of Nashville and Davidson County.

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

Section 1. That the amendment to the contract between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and Nature's Best Organics the Metropolitan Government of Nashville and Davidson County, approving the assignment of the contract to The Letco Group, LLC, DBA Living Earth, a copy of which amendment is attached hereto as Exhibit B and incorporated herein, is hereby approved, the Director of Public Works or his designee is authorized to execute the Contract.

Section 2. Any amendment to the Contract may be approved by resolution of the Metropolitan Council receiving at least 21 affirmative votes.

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

RECOMMENDED BY:

INTRODUCED BY:

Mark Sturtevant, Director
Department of Public Works

APPROVED AS TO AVAILABILITY
OF FUNDS:

Member(s) of Council

Talia Lomax O'dneal, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

Contract Abstract A Matter #: 35979

DS
JLG

Contract Information

Contract & Solicitation Title: **Processing and Composting of Yard Waste**

Contract Summary: **CONTRACTOR agrees to provide, all labor, material, and equipment for the receiving, processing, and composting of all yard waste and vegetative storm debris collected and delivered by or on behalf of METRO as part of routine collection route and major storm events.**

Contract Number: **385153** Solicitation Number: **894497** Requisition Number: **78597**

Type of Contract/PO: **IDIQ Contract**

Contract Start Date: **12/01/2016** Contract Expiration Date: **11/30/2026**

Estimated Contract Life Value: **\$10,000,000.00** Fund: **30501** BU: **42803700**

Selection Method: **RFP**

Procurement Staff: **Terri Troup** BAO Staff: **Bryan Gleason**

Department(s) Served: **Public Works**

Contractor Information

Contracting Firm: **Nature's Best Organics of Tennessee, LLC**

Address 1: **5800 Perkins Place Drive**

Address 2: **Suite 6A**

City: **Baton Rouge** State: **LA** Zip: **70808**

Company Contact: **Blake Brian** Email Address: **bbrian@nbotn.com**

Phone #: **865-7556179** E1#: **253410**

Contract Signatory: **Sid Brian** Email Address: **SBrian@nrri.net**

Subcontractor Information

Small Business Program: **No SBE/SDV participation** Amount: **\$0.00**

Procurement Nondiscrimination Program: **No MWBE Participation** Amount: **\$0.00**

Disadvantaged Business Enterprise: **Was Not applicable for this contract** Amount: **\$0.00**

Summary of Offers

Summary of Offers	Score (RFQ Only)	Cost	Result
Alternative Energy Products LLC	81.81	\$2,968,500.00	Evaluated but not selected
B & B Ranch LLC	70.00	\$2,482,327.16	Evaluated but not selected
Nature's Best Organic	83.75	\$3,571,710.50	Awarded
Queen's Tree Surgery	58.02	\$3,875,669.14	Evaluated but not selected
Red River Ranch	70.55	\$4,505,045.96	Evaluated but not selected
			No Other Offers
			No Other Offers

ASSIGNMENT AMENDMENT NO. 1
TO CONTRACT NO. 385153
BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY
AND
NATURES BEST ORGANICS OF TENNESSEE, LLC

This amendment is entered into, by and between the **METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY** and **NATURES BEST ORGANICS OF TENNESSEE, LLC** (hereinafter "Contractor").

WITNESSETH

Whereas, the parties desire to amend the terms and conditions of the contract agreement between the Metropolitan Government of Nashville and Davidson County and Natures Best Organics of Tennessee, LLC, Contract No. 385153, and do hereby mutually agree to add of the following:

1. The original contract holder, **NATURES BEST ORGANICS OF TENNESSEE, LLC** agrees to assign the contract to the newly named entity, **LETCO GROUP LLC DBA LIVING EARTH. LIVING EARTH** agrees to the terms and conditions of the original contract, and assumes all obligations of performance thereunder . Metro agrees to continue the contract under with **LIVING EARTH** as the contractor.
2. Paragraph one of the contract header is deleted in its entirety and replaced with the following:

"1.1 Heading

*This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County ("METRO")** and **Letco Group, LLC dba Living Earth (CONTRACTOR)** located at 1901 California Crossing Road, Dallas, Texas, 75220. This contract consists of the following documents:*

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s), including Exhibits,*
- *The solicitation documentation (made a part of this contract by reference), (RFQ# 894497)*
- *Purchase orders (and PO Changes),*
- *CONTRACTOR's response to solicitation,*

In the event of conflicting provisions, all documents shall be construed in the order listed above."

Metro agrees to continue the contract with **LIVING EARTH** as the contractor. The terms and conditions associated to the original contract number, 385153 are hereby transferred to the new contract number, 422699. Upon execution of this assignment amendment, Contract 385153 will end and continue under contract 422699, with **LIVING EARTH** assuming all obligations thereunder as contractor. Contract number 422699 shall be used for future Purchase Orders.

LIVING EARTH will provide METRO a bond in the amount of \$750,000.00 no later than January 31, 2018.

This amendment shall not be binding upon the parties until it has been signed first by **NATURES BEST ORGANIC OF TENNESSEE, LLC** and **LIVING EARTH**, then by the representatives of the Metropolitan Government and has been filed in the Office of the Metropolitan Clerk. When it has been so signed and filed, this amendment shall be effective as of the date first written above.

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 Nature's Best Organics of Tennessee, LLC ("CONTRACTOR") located at 5800 Perkins Place Drive, Suite 6A, Baton Rouge, LA 70808. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
- *The solicitation documentation for RFQ# 894497 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

1. CONTRACTOR agrees to provide, all labor, material, and equipment for the receiving, processing, and composting of all yard waste and vegetative storm debris collected and delivered by or on behalf of METRO as part of routine collection route and major storm events. As Metro's primary provider, Contractor shall have the capacity to receive and process ALL yard waste collected by or on behalf of METRO or METRO's Contractors, including storm debris such as trees and tree limbs on public property and right of ways ("Vegetative Storm Debris"). CONTRACTOR agrees to provide a minimum of two (2) locations (West and East Part of Metropolitan Nashville and Davidson County). CONTRACTOR shall ensure that both West and East locations have State of Tennessee certified truck scales and a tipping area accessible to METRO trucks 24 hours per day /7 days per week. Quarterly documentation shall be submitted to Metro Public Works by the CONTRACTOR verifying that scales have been tested and are accurate. CONTRACTOR must notify Metro Public Works within two (2) hours if any problems with the scales occur. It is the intent of this Agreement that the CONTRACTOR'S services shall encompass natural disasters and/or major storm events. In the event of a natural disaster and/or major storm event, CONTRACTOR may supplement its then existing sites and services in order to accommodate any storm-related volumes of material that might otherwise overburden its then existing facilities. In the event CONTRACTOR determines that it lacks capacity to provide such services through then existing and/or supplemental facilities, to provide such services due to the volume of material generated thereby, CONTRACTOR shall promptly notify METRO of same, and METRO shall then have the right to seek such additional and supplementary services as may be necessary due to such natural disaster and/or a major storm event.
2. CONTRACTOR agrees to provide requested reports to METRO on an as needed basis. In the event of

CONTRACTOR'S actual or threatened insolvency, CONTRACTOR agrees to permit METRO'S review of CONTRACTOR'S financial statements at Contractor's place of business.

2.2. Delivery and/or Installation.

All deliveries (if applicable to and 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 will be effective December 1, 2016, once approved by all required parties and filed in the Metropolitan Clerk's Office. The initial Contract Term of one hundred and twenty (120) months will initiate on December 1, 2016, the date of CONTRACTOR'S first provision of services.

This Contract may be extended by letter signed by the Purchasing Agent for two (2) additional five year renewal periods. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the combined term of this Contract exceed two hundred and forty (240) months from the effective date. These contract terms have been submitted and approved by Metro Council as an ordinance.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$10,000,000.00. The pricing details are as follows:

1. METRO will pay CONTRACTOR Twenty-Seven and 91/100 (\$27.91) Dollars per ton of yard waste or vegetative storm debris ("Yard Waste Materials") delivered by or on behalf of METRO or the Department and received at the CONTRACTOR'S site(s) and payment will be based on the payload of each vehicle (the "Payload") received at CONTRACTOR'S site. The Payload shall be determined in the following manner: (1) each fully loaded vehicle delivering Yard Waste Materials will be first be weighed upon entering CONTRACTOR'S site to determine its loaded weight (the "Loaded Weight"); (2) the vehicles will then off-load the Yard Waste Materials on the site and will be weighed again once unloaded before exiting the site to determine its empty weight or tare weight (the "Empty Weight"); with (3) the difference between the Loaded Weight and the Empty Weight constituting the Payload.
2. Until further notice, METRO and CONTRACTOR agree that CONTRACTOR will accept yard waste material from residents of Metropolitan Government of Nashville and Davidson County at no charge to the resident. And METRO agrees to reimburse CONTRACTOR for the cost and at the Contracts current pricing structure at the time of the resident delivering the yard waste to either of the CONTRACTOR'S facilities. METRO further agrees to reimburse CONTRACTOR a minimum amount of \$5 per resident

transaction. CONTRACTOR will verify residency by checking the driver's license of the driver prior to accepting the resident yard waste material.

3. CONTRACTOR will provide the Department one (1) cubic yard of mulch for each twenty (20) tons of yard waste delivered by the Department up to an annual maximum of \$25,000 in retail value. METRO shall have the responsibility to collect this mulch from CONTRACTOR'S site(s).
4. CONTRACTOR will accrue or accumulate Two (\$2.00) for each ton of yard waste/vegetative storm debris received from METRO during the 120 month term of this contract. Accumulated sums will accrue interest at an annual rate of 2.5% with same compounding annually over the 120 month contract term. In the event the Purchasing Agent chooses to exercise its option to extend this Contract for five additional years (years 11-15 or months 121-180) then one half of the accrued and accumulated sums from the prior 120 month contract term will be credited equally over the 60 additional months future invoicing. Likewise, in the event the Purchasing Agent chooses to exercise its option to extend this Contract for the second five additional years (years 16-20 or months 181-240) then the remaining one half or the balance of the accrued and accumulated sums from the original 120 month contract term will be credited equally over the final 60 months future invoicing.
5. Notwithstanding the foregoing, upon the occurrence of a major storm event including but not limited to strong thunderstorms, tornadoes, floods and similar occurrences ("Major Storm Event"), that causes an unusually large volume of construction related debris generated by the storm ("Construction Materials Storm Debris"), CONTRACTOR agrees, for additional compensation to be determined at the time of METRO's need, to allow its facilities to be used as staging and transfer site(s) ("Construction Material Storm Debris Staging Sites") for Construction Materials Storm Debris. Construction Materials Storm Debris shall include, but not be limited to: building materials, demolition debris, concrete, asphalt, soil, and other similar debris that may be generated by a Major Storm Event. Following a Major Storm Event, the Construction Material Storm Debris Staging Sites will be provided to METRO on an as-needed basis, and METRO will compensate CONTRACTOR based on the actual services agreed to and ultimately provided by the CONTRACTOR at the time, such as receiving, staging, unloading, reloading, storing, handling, reducing and/or processing the Construction Materials Storm Debris for METRO.

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 under ordinary circumstances. METRO will make reasonable efforts to make any payments within 15-30 days of receipt of invoice but in any event shall make payment within 60 days. METRO shall receive a two percent (2%) discount in the amount owed on an invoice if payment is received by CONTRACTOR within 15 days of METRO's receipt of CONTRACTOR'S invoice.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with this Article 4 of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for services properly authorized by METRO in

accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the services provided under this Contract and as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments by either the CONTRACTOR or METRO. The maximum escalation/de-escalation adjustments request cannot exceed 3% annually. The request for adjustment must include current pricing structure, proposed pricing adjustment, percentage change, and the appropriate consumer price index (All Urban Consumers Index) and/or financial statements to justify the change. Any request made by the CONTRACTOR must be submitted to the department for review no less than ninety (90) days prior to the annual anniversary of the effective date of the contract by the CONTRACTOR. The request, including departmental approval and documentation, must be submitted to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the effective date of the contract by CONTRACTOR. Any such adjustment shall become effective on December 1 which is the anniversary of the effective date of the Contract.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

On the basis of pricing as set forth in this Article 4, CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately performed services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming service but prior to any substantial change in condition of the 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 of receipt of written notice of such default. If CONTRACTOR fails to satisfactorily and timely cure the default, 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.

Should METRO 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, CONTRACTOR shall identify the breach and METRO shall cure the performance within thirty (30) days of receipt of written notice of such default. If METRO fails to satisfactorily and timely cure the default, CONTRACTOR shall have the right to immediately terminate this Contract. Such termination shall not relieve METRO of any liability to CONTRACTOR for damages sustained by virtue of any breach by METRO.

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 promptly process and submit all final billing to METRO for services performed through the effective date of termination.

In consideration of the CONTRACTOR'S start-up costs, and other expenses of operation incurred in establishing the multiple processing sites for the services being provided herein, in the event METRO gives notice of termination of this Contract under this sub-part prior to December 1, 2017, then METRO agrees to compensate Contractor with one single payment in an amount equal to the per ton processing fee of \$27.91, multiplied by not less than 25,000 tons of yard waste, such tonnage being the annual projected volume of yard waste to be delivered by METRO. If METRO terminates this Contract under this sub-part in any successive year after December 1, 2017, then METRO agrees to compensate Contractor with one single payment in an amount equal to the per ton processing fee in effect at the time of notice of termination, multiplied by the annual projected tons of delivered yard waste (25,000 tons), provided that the such projected tonnage figure shall be reduced ten (10) percent per year (e.g. after December 1, 2017 = 22,500 tons ; after December 1, 2018 = 20,000 tons; after December 1, 2019 = 17,500 tons, etc. until the initial 10 year term of the Contract expires) There will be no compensation anticipated under this provision for any extensions to this Contract for either of the two (2) potential additional five year renewal periods provided for in this Contract.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. BOND

7.1. Surety Bond

CONTRACTOR shall furnish a performance bond to METRO in the amount of \$750,000.00 for the first initial year of the contract term. CONTRACTOR shall submit a new bond annually for the amount to be determined based on prior years' financial performance. The bond shall set forth a penal sum limited to the amount of \$750,000.00 or the annual bond value which is one year's work of exposure. CONTRACTOR and/or the Surety will only be financially responsible for one year worth of exposure, \$750,000.00, or the annual bond value if CONTRACTOR should default on the contract. The bond furnished by CONTRACTOR shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bond. The performance bond furnished by CONTRACTOR shall be in a form suitable to METRO and shall be executed by a surety licensed to do business in Tennessee and reasonably acceptable to METRO. The bond shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of

appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

8. INSURANCE

8.1. 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.

8.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

8.3. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

8.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

8.5. Pollution Liability Insurance

Pollution Liability Insurance in the amount of one million (\$1,000,000.00) dollars

8.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that

includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

8.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. 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.

9. GENERAL TERMS AND CONDITIONS

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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. CONTRACTOR shall, upon written notification by METRO, maintain any records relating to a FEMA declared incident/disaster for a period of seven (7) years after the last FEMA project related to the declared disaster has been completed. 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.

9.5. 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.

9.6. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior

written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

9.7. 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.

9.8. 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.

9.9. 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.

9.10. 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.

9.11. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

9.12. 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.

9.13. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

9.14. Ethical Standards

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

9.15. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. To the extent of 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. To the extent of 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 such 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.

9.16. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in

whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request. Consent to assignment shall not be unreasonably withheld.

9.17. 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.

9.18. 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.

9.19. 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.

9.20. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

9.21. Severability

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 385153

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Nature's Best Organics of Tennessee, LLC
Attention: Blake Brian
Address: 5800 One Perkins Place. Suite 6-A Baton Rouge, LA 70808
Telephone: 225 766 1443
Fax: 225 766 1445
E-mail: Bbrian@nbotn.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: David A Draper Attorney at Law Lewis, Thomason
Attention: David Draper
Address: 620 Market Street 5th Floor PO Box 2425 Knoxville, TN 37901

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Contract Number 385153

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

DocuSigned by:
Mark Sturtevant
Dept. / Agency / Comm. Head or Board Chair.
020698A5C4FD49A...
DS
SKW
Dept. Fin

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

DocuSigned by:
Jeff L. Gossage
Purchasing Agent
7D9F3E023C9F4E2...
DS
TRT
Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Talia Lomax O'Dneal
Director of Finance
EC3E427F849C47C...
DS
AN
OMB
DS
AV
BA

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Tara Ladd
Metropolitan Attorney
F9D9E768800D426...
DS
BL
Insurance

FILED BY THE METROPOLITAN CLERK:

DocuSigned by:
Shannon Hall
Metropolitan Clerk
98BC9C867146F...
12/9/2016
Date

CONTRACTOR

Nature's Beat Organics of Tennessee LLC
Company Name

DocuSigned by:
[Signature]
Signature of Company's Contracting Officer
22B084E73E416...

Sid Brian
Officer's Name

Manager
Officer's Title

DESCRIPTIONS (Continued from Page 1)**Sidney G. Brian****Billie A. Brian****Waiver of Our Right to Recover Fm Others Endt -where req'd by
wrtn contr****Terrorism Risk Insurance Act Endorsement - No Charge****Foreign Terrorism Premium Endorsement****LA - Officers Included - Sid Brian (Billie Excluded in LA - see
em fldr)****TN - Partners, Officers & Others Excl Endt - Sid & Billie
excluded****Employers Liability Coverage Endorsement****Non-Cooperation with Premium Audit Endorsement****MS - Cancellation Endorsement****** Supplemental Name ******First Supplemental Name applies to all policies - Name Printed on DEC Page: Trinity Business Group, LLC****Policy# 03096165 - Insured Multiple Names: Natural Resources Recovery of Tennessee, LLC.****(Inactive)****Policy# 03096165 - Insured Multiple Names: Brian Development, LLC****Policy# 03096165 - Insured Multiple Names: Billie A. Brian, Inc.****Policy# 03096165 - Insured Multiple Names: Leaf Nursery's, LLC****(Inactive)****Policy# 03096165 - Insured Multiple Names: Nature's Best Organics at Forest Hill, LLC****(Inactive)****Policy# 03096165 - Insured Multiple Names: Natural Resources Recovery, LLC****Policy# 03096165 - Insured Multiple Names: Ronaldson Field, LLC****Policy# 03096165 - Insured Multiple Names: Nature's Best Organics of Tennessee, LLC****(New Tennessee)****Policy# 03096165 - Additional Insured: Bethel, LLC****Policy# 03096165 - Insured Multiple Names: ASH Mitigation Bank, LLC (aka Ash Slough Headwaters M B****(aka) Ash Slough Headwaters Mitigation Bank****Policy# 03096165 - Additional Insured: Frontier Land, LLC (Inactive)****Policy# 03096165 - : -****Policy# 03096167 - Insured Multiple Names: Natural Resources Recovery of Tennessee, LLC (Old TN)****Policy# 03096167 - Insured Multiple Names: Brian Development, LLC****Policy# 03096167 - Insured Multiple Names: Billie A. Brian, Inc****Policy# 03096167 - Insured Multiple Names: Leaf Nursery's, LLC (Inactive)****Policy# 03096167 - Insured Multiple Names: Nature's Best Organics at Forest Hill, LLC (Inactive)****Policy# 03096167 - Insured Multiple Names: Natural Resources Recovery, LLC****Policy# 03096167 - Insured Multiple Names: Ronaldson Field, LLC****Policy# 03096167 - Insured Multiple Names: Nature's Best Organics of Tennessee, LLC (New TN)****Policy# 03096167 - Insured Multiple Names: Bethel, LLC****Policy# 03096167 - Insured Multiple Names: A.S.H. Mitigation Bank, LLC (aka Ash Slough Headwaters M B)****aka - Ash Slough Headwaters Mitigation Bank****Policy# 03096167 - Insured Multiple Names: Frontier Land, LLC (Inactive)****Policy# 19614616 - Insured Multiple Names: Brian Development, LLC****Policy# 19614616 - Insured Multiple Names: Natural Resources Recovery of Tennessee, LLC (Old TN)****Policy# 19614616 - Insured Multiple Names: Natural Resources Recovery, LLC****Policy# 19614616 - Insured Multiple Names: Ronaldson Field, LLC****Policy# 19614616 - Insured Multiple Names: Nature's Best Organics of Tennessee, LLC - (New TN)****Policy# 19614616 - Insured Multiple Names: Billie A. Brian, Inc.****Policy# PICLA0003934 - Insured Multiple Names: Brian Development, LLC****Policy# PICLA0003934 - Insured Multiple Names: Billie A. Brian, Inc.****Policy# PICLA0003934 - Insured Multiple Names: Natural Resouces Recovery of Tennessee, LLC.****Policy# PICLA0003934 - : Natural Resources Recovery, LLC****Policy# PICLA0003934 - : Ronaldson Field, LLC****Policy# PICLA0003934 - : Nature's Best Organics of Tennessee, LLC****Policy# PICLA0003934 - Insured Multiple Names: Bethel, LLC**

DESCRIPTIONS (Continued from Page 1)

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement

RFQ # 894497 - Processing and Composting of Yard Waste Evaluation Team Score Sheet

Offeror	Alternative Energy Products LLC	B & B Ranch LLC	Nature's Best Organic	Queen's Tree Surgery	Red River Ranch
Facility & Transition Information (25 Points)	20.00	10.00	25.00	15.00	18.00
Experience & Qualifications (25 Points)	20.00	10.00	25.00	11.00	25.00
Cost (50 Points)	41.81	50.00	34.75	32.02	27.55
Total Evaluation Scores	81.81	70.00	84.75	58.02	70.55

Alternative Energy Products LLC (81.81)

Comments - Proposed centralized location within 5 miles from Metropolitan Courthouse; proposed location currently has operates as a composting of yard waste facility; experience and qualifications lacks detail; no transition plan

B & B Ranch, LLC (70.00)

Comments - Proposed location small and in floodplain which cannot be permitted; No letters of recommendation included as stated in proposal; no list of equipment provided; no dates of contract provided; "company been in business for 3 years; but purchased a wood grinding company (in whole, employees, contracts, etc...) that had been in business for 12 years".

Nature's Best Organic (84.75)

Comments - Proposed to run two (2) facilities simultaneously that provides operating cost savings to city; strong experience and qualifications specifically with local governments

Queen's Tree Surgery (58.02)

Comments - Proposed location is small; overall proposal lacks detail; experience demonstrated is commercial land clearing and brush pickup; failed to provide responses to corporate criminal conviction, debarment or suspension by the Federal Government; "Queen's Tree Must receive a minimum of 10000 tons annually to be viable" when Metro does not guarantee a minimum quantity.

Red River Ranch (70.55)

Comments - Strong detail experience & qualifications; Metro experience; proposed small location near single family homes that would need rezoned.

Enter Solicitation Title & Number Below		
RFQ # 894497 - Processing and Composting of Yard Waste		RFP Cost Points
		50
Offeror's Name	Bids	RFP Cost Point Distribution
Alternative Energy Products	\$ 2,968,500.00	41.81
B & B Ranch	\$ 2,482,327.16	50.00
Nature Bests	\$ 3,571,710.50	34.75
Queens Tree	\$ 3,875,669.14	32.02
Red River Ranch	\$ 4,505,045.96	27.55



Contract Standards Deviations

Contract Purchase Agreement 385153,0: Contract Standards Deviations - 11-Oct-2016

Supplier	Nature's Best Organic's of TN, LLC	Supplier Site	TBG
Buyer	TROUP, TERRI R	Amount	10000000.00
Contract Template	MASTER Goods and Services Contract		

Deviation Summary

Clause Deviations

Category	Non-Standard clauses	
Deviation	Section	Clause Title
Non-Standard clause added	7. BOND	7.1. 163:Surety Bond
Non-Standard clause added	8. INSURANCE	8.5. Pollution Liability Insurance
Standard clause modified	1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.2. 24:Delivery and/or Installation.
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value
Standard clause modified	4. COMPENSATION	4.2. 39:Other Fees
Standard clause modified	4. COMPENSATION	4.3. 135:Payment Methodology
Standard clause modified	4. COMPENSATION	4.4. 27:Escalation/De-escalation
Standard clause modified	4. COMPENSATION	4.6. 136:Invoicing Requirements
Standard clause modified	5. TERMINATION	5.1. 31:Breach
Standard clause modified	5. TERMINATION	5.3. 33:Notice
Standard clause modified	9. GENERAL TERMS AND CONDITIONS	9.4. 34:Maintenance of Records
Standard clause modified	9. GENERAL TERMS AND CONDITIONS	9.7. 60:Modification of Contract
Standard clause modified	9. GENERAL TERMS AND CONDITIONS	9.15. 67:Indemnification and Hold Harmless
Standard clause modified	9. GENERAL TERMS AND CONDITIONS	9.16. 6:Assignment--Consent Required
Standard clause modified	9. GENERAL TERMS AND CONDITIONS	9.18. 69:Force Majeure
Category	Standard clauses missing	
Deviation	Section	Clause Title
Optional clause removed	6. NONDISCRIMINATION	6.3. 44:Procurement Nondiscrimination Program Requirement
Optional clause removed	7. INSURANCE	7.2. 50:Products Liability Insurance
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.3. 167:Software License



Contract Standards Deviations

Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.4. 134:Confidentiality
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.5. 192:Information Ownership
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.6. 201:Information Security Breach Notification
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.7. 195:Virus Representation and Warranty
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.21. 7:Attorney Fees

Policy Deviations

Deviation	Description	Line	Item	Item Description
	The contract has no Policy Deviations			



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.1. 163:Surety Bond
Section	7. BOND
Deviation	Non-Standard clause added

Clause Text

CONTRACTOR shall furnish a performance bond to METRO in the amount of \$750,000.00 for the first initial year of the contract term. CONTRACTOR shall submit a new bond annually for the amount to be determined based on prior years' financial performance. The bond shall set forth a penal sum limited to the amount of \$750,000.00 or the annual bond value which is one year's work of exposure. CONTRACTOR and/or the Surety will only be financially responsible for one year worth of exposure, \$750,000.00, or the annual bond value if CONTRACTOR should default on the contract. The bond furnished by CONTRACTOR shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bond. The performance bond furnished by CONTRACTOR shall be in a form suitable to METRO and shall be executed by a surety licensed to do business in Tennessee and reasonably acceptable to METRO. The bond shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.5. Pollution Liability Insurance
Section	8. INSURANCE
Deviation	Non-Standard clause added

Clause Text

Pollution Liability Insurance in the amount of one million (\$1,000,000.00) dollars



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

Clause Text

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and Nature's Best Organics of Tennessee, LLC ("CONTRACTOR") located at 5800 Perkins Place Drive, Suite 6A, Baton Rouge, LA 70808. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
- ***The solicitation documentation for RFQ# 894497 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.

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and ~~Enter Legal Name~~ Nature's Best Organics of Tennessee, LLC ("CONTRACTOR") located at ~~Enter Address, City, ST, ZIP~~, 5800 Perkins Place Drive, Suite 6A, Baton Rouge, LA 70808. This Contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document, including exhibits,
- The solicitation documentation for RFQ# ~~{Enter Number}~~ 894497 and affidavit(s) (all made a part of this contract by reference),
- Purchase Orders (and PO Changes),
- CONTRACTOR's response to the solicitation, -

~~Procurement Nondiscrimination Program forms (incorporated by reference).~~

In the event of conflicting provisions, all documents shall be construed in the order listed above.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

1. CONTRACTOR agrees to provide, all labor, material, and equipment for the receiving, processing, and composting of all yard waste and vegetative storm debris collected and delivered by or on behalf of METRO as part of routine collection route and major storm events. As Metro's primary provider, Contractor shall have the capacity to receive and process ALL yard waste collected by or on behalf of METRO or METRO's Contractors, including storm debris such as trees and tree limbs on public property and right of ways ("Vegetative Storm Debris"). CONTRACTOR agrees to provide a minimum of two (2) locations (West and East Part of Metropolitan Nashville and Davidson County). CONTRACTOR shall ensure that both West and East locations have State of Tennessee certified truck scales and a tipping area accessible to METRO trucks 24 hours per day /7 days per week. Quarterly documentation shall be submitted to Metro Public Works by the CONTRACTOR verifying that scales have been tested and are accurate. CONTRACTOR must notify Metro Public Works within two (2) hours if any problems with the scales occur. It is the intent of this Agreement that the CONTRACTOR'S services shall encompass natural disasters and/or major storm events. In the event of a natural disaster and/or major storm event, CONTRACTOR may supplement its then existing sites and services in order to accommodate any storm-related volumes of material that might otherwise overburden its then existing facilities. In the event CONTRACTOR determines that it lacks capacity to provide such services through then existing and/or supplemental facilities, to provide such services due to the volume of material generated thereby, CONTRACTOR shall promptly notify METRO of same, and METRO shall then have the right to seek such additional and supplementary services as may be necessary due to such natural disaster and/or a major storm event.
2. CONTRACTOR agrees to provide requested reports to METRO on an as needed basis. In the event of CONTRACTOR'S actual or threatened insolvency, CONTRACTOR agrees to permit METRO'S review of CONTRACTOR'S financial statements at Contractor's place of business.

Comparison to Standard

-
- CONTRACTOR agrees to provide, all labor, material, and equipment for the receiving, processing, and composting of all yard waste and vegetative storm debris collected and delivered by or on behalf of METRO as part of routine collection route and major storm events. As Metro's primary provider, Contractor shall have the capacity to receive and process ALL yard waste collected by or on behalf of METRO or METRO's Contractors, including storm debris such as trees and tree limbs on public property and right of ways ("Vegetative Storm Debris"). CONTRACTOR agrees to provide a minimum of two (2) locations (West and East Part of Metropolitan Nashville and Davidson County). CONTRACTOR shall ensure that both West and East locations have State of Tennessee certified truck scales and a tipping area accessible to METRO trucks 24 hours per day /7 days per week. Quarterly documentation shall be submitted to Metro Public Works by the goods and/or CONTRACTOR verifying that scales have been tested and are accurate. CONTRACTOR must notify Metro Public Works within two (2) hours if any problems with the scales occur. It is the intent of this Agreement that the CONTRACTOR'S services as briefly described below shall encompass natural disasters and/or major storm events. In the event of a natural disaster and/or major storm event, CONTRACTOR may supplement its then existing sites and more fully defined services in order to accommodate any storm-related volumes of material that might otherwise overburden its then existing facilities. In the solicitation-
- event CONTRACTOR determines that it lacks capacity to provide such services through then existing and/or supplemental facilities, to provide such services due to the volume of material generated thereby, CONTRACTOR shall



Contract Standards Deviations

promptly notify METRO of same, and METRO shall then have the right to seek such additional and supplementary services as may be necessary due to such natural disaster and/or a major stormevent.CONTRACTOR agrees to provide requested reports to METRO on an as needed basis. In the event of CONTRACTOR'S actual or threatened insolvency, CONTRACTOR agrees to permit METRO'S review of CONTRACTOR'S financial statements at Contractor's place of business.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.2. 24:Delivery and/or Installation.
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

All deliveries (if applicable to and 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.

Comparison to Standard

All deliveries (if applicable to and 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.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

The Contract will be effective December 1, 2016, once approved by all required parties and filed in the Metropolitan Clerk's Office. The initial Contract Term of one hundred and twenty (120) months will initiate on December 1, 2016, the date of CONTRACTOR'S first provision of services.

This Contract may be extended by letter signed by the Purchasing Agent for two (2) additional five year renewal periods. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the combined term of this Contract exceed two hundred and forty (240) months from the effective date. These contract terms have been submitted and approved by Metro Council as an ordinance.

Comparison to Standard

The Contract ~~Term~~ will ~~begin on the date this Contract is~~ be effective December 1, 2016, once approved by all required parties and filed in the Metropolitan Clerk's Office. The initial Contract Term of one hundred and twenty (120) months will ~~end [INSERT END DATE OR AT PROJECT COMPLETION] or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive~~ initiate on December 1, 2016, the ~~expiration date~~ of this Contract shall so survive. CONTRACTOR'S first provision of services.

~~[FIRST TWO SENTENCES OF THE NEXT PARAGRAPH MAY BE REMOVED IF THE CONTRACT CANNOT BE EXTENDED]~~

This Contract may be extended by ~~Contract Amendment.~~ letter signed by the Purchasing Agent for two (2) additional five year renewal periods. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the combined term of this Contract exceed ~~sixty (60)~~ two hundred and forty (240) months from ~~the date of filing with the Metropolitan Clerk's Office.~~ effective date. These contract terms have been submitted and approved by Metro Council as an ordinance.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of \$10,000,000.00. The pricing details are as follows:

1. METRO will pay CONTRACTOR Twenty-Seven and 91/100 (\$27.91) Dollars per ton of yard waste or vegetative storm debris ("Yard Waste Materials") delivered by or on behalf of METRO or the Department and received at the CONTRACTOR'S site(s) and payment will be based on the payload of each vehicle (the "Payload") received at CONTRACTOR'S site. The Payload shall be determined in the following manner: (1) each fully loaded vehicle delivering Yard Waste Materials will be first be weighed upon entering CONTRACTOR'S site to determine its loaded weight (the "Loaded Weight"); (2) the vehicles will then off-load the Yard Waste Materials on the site and will be weighed again once unloaded before exiting the site to determine its empty weight or tare weight (the "Empty Weight"); with (3) the difference between the Loaded Weight and the Empty Weight constituting the Payload.
2. Until further notice, METRO and CONTRACTOR agree that CONTRACTOR will accept yard waste material from residents of Metropolitan Government of Nashville and Davidson County at no charge to the resident. And METRO agrees to reimburse CONTRACTOR for the cost and at the Contracts current pricing structure at the time of the resident delivering the yard waste to either of the CONTRACTOR's facilities. METRO further agrees to reimburse CONTRACTOR a minimum amount of \$5 per resident transaction. CONTRACTOR will verify residency by checking the driver's license of the driver prior to accepting the resident yard waste material.
3. CONTRACTOR will provide the Department one (1) cubic yard of mulch for each twenty (20) tons of yard waste delivered by the Department up to an annual maximum of \$25,000 in retail value. METRO shall have the responsibility to collect this mulch from CONTRACTOR'S site(s).
4. CONTRACTOR will accrue or accumulate Two (\$2.00) for each ton of yard waste/vegetative storm debris received from METRO during the 120 month term of this contract. Accumulated sums will accrue interest at an annual rate of 2.5% with same compounding annually over the 120 month contract term. In the event the Purchasing Agent chooses to exercise its option to extend this Contract for five additional years (years 11-15 or months 121-180) then one half of the accrued and accumulated sums from the prior 120 month contract term will be credited equally over the 60 additional months future invoicing. Likewise, in the event the Purchasing Agent chooses to exercise its option to extend this Contract for the second five additional years (years 16-20 or months 181-240) then the remaining one half or the balance of the accrued and accumulated sums from the original 120 month contract term will be credited equally over the final 60 months future invoicing.
5. Notwithstanding the foregoing, upon the occurrence of a major storm event including but not limited to strong thunderstorms, tornadoes, floods and similar occurrences ("Major Storm Event"), that causes an unusually large volume of construction related debris generated by the storm ("Construction Materials Storm Debris"), CONTRACTOR agrees, for additional compensation to be determined at the time of METRO's need, to allow its facilities to be used as staging and transfer site(s) ("Construction Material Storm Debris Staging Sites") for Construction Materials Storm Debris. Construction Materials Storm Debris shall include, but not be limited to: building materials, demolition debris, concrete, asphalt, soil, and other similar debris that may be generated by a Major Storm Event. Following a Major Storm Event, the Construction Material Storm Debris Staging Sites will be provided to METRO on an as-needed basis, and METRO will compensate CONTRACTOR based on the actual services agreed to and ultimately provided by the CONTRACTOR at the time, such as receiving, staging, unloading, reloading, storing, handling, reducing and/or processing the Construction Materials Storm Debris for METRO.

CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

Comparison to Standard

This Contract has an estimated value of ~~-\$[Agreement Amount]~~ \$10,000,000.00. The pricing details are ~~included~~ as follows:

METRO will pay CONTRACTOR Twenty-Seven and 91/100 (\$27.91) Dollars per ton of yard waste or vegetative storm debris ("Yard Waste Materials") delivered by or on behalf of METRO or the Department and received at the CONTRACTOR'S site(s) and payment will be based on the payload of each vehicle (the "Payload") received at CONTRACTOR'S site. The Payload shall be determined in ~~Exhibit A~~ the following manner: (1) each fully loaded vehicle delivering Yard Waste Materials will be first be weighed upon entering CONTRACTOR'S site to determine its loaded weight (the "Loaded Weight"); (2) the vehicles will then off-load the Yard Waste Materials on the site and ~~are made~~ will be weighed again once unloaded before exiting the site to determine its empty weight or tare weight (the "Empty Weight"); with (3) the difference between the Loaded Weight and the Empty Weight constituting the Payload.

Until further notice, METRO and CONTRACTOR agree that CONTRACTOR will accept yard waste material from residents of Metropolitan Government of Nashville and Davidson County at no charge to the resident. And METRO agrees to reimburse CONTRACTOR for the cost and at the Contracts current pricing structure at the time of the resident delivering the yard waste to either of the CONTRACTOR's facilities. METRO further agrees to reimburse CONTRACTOR a ~~part~~ minimum amount of \$5 per resident transaction. CONTRACTOR will verify residency by checking the driver's license of the driver prior to accepting the resident yard waste material.

CONTRACTOR will provide the Department one (1) cubic yard of mulch for each twenty (20) tons of yard waste delivered by the Department up to an annual maximum of \$25,000 in retail value. METRO shall have the responsibility to collect this mulch from CONTRACTOR'S site(s).

CONTRACTOR will accrue or accumulate Two (\$2.00) for each ton of yard waste/vegetative storm debris received from METRO during the 120 month term of this contract. Accumulated sums will accrue interest at an annual rate of 2.5% with same compounding annually over the 120 month contract term. In the event the Purchasing Agent chooses to exercise its option to extend this Contract for five additional years (years 11-15 or months 121-180) then one half of the accrued and accumulated sums from the prior 120 month contract term will be credited equally over the 60 additional months future invoicing. Likewise, in the event the Purchasing Agent chooses to exercise its option to extend this Contract for the second five additional years (years 16-20 or months 181-240) then the remaining one half or the balance of the accrued and accumulated sums from the original 120 month contract term will be credited equally over the final 60 months future invoicing. Notwithstanding the foregoing, upon the occurrence of a major storm event including but not limited to strong thunderstorms, tornadoes, floods and similar occurrences ("Major Storm Event"), that causes an unusually large volume of construction related debris generated by ~~reference~~ the storm ("Construction Materials Storm Debris"), CONTRACTOR agrees, for additional compensation to be determined at the time of METRO's need, to allow its facilities to be used as staging and transfer site(s) ("Construction Material Storm Debris Staging Sites") for Construction Materials Storm Debris. Construction Materials Storm Debris shall include, but not be limited to: building materials, demolition debris, concrete, asphalt, soil, and other similar debris that may be generated by a Major Storm Event. Following a Major Storm Event, the Construction Material Storm Debris Staging Sites will be provided to METRO on an as-needed basis, and METRO will compensate CONTRACTOR based on the actual services agreed to and ultimately provided by the CONTRACTOR at the time, such as receiving, staging, unloading, reloading, storing, handling, reducing and/or processing the Construction Materials Storm Debris for METRO.



Contract Standards Deviations

CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

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Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.2. 39:Other Fees
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

There will be no other charges or fees for the performance of this Contract under ordinary circumstances. METRO will make reasonable efforts to make any payments within 15-30 days of receipt of invoice but in any event shall make payment within 60 days. METRO shall receive a two percent (2%) discount in the amount owed on an invoice if payment is received by CONTRACTOR within 15 days of METRO's receipt of CONTRACTOR'S invoice.

Comparison to Standard

There will be no other charges or fees for the performance of this ~~Contract.~~ Contract under ordinary circumstances. METRO will make reasonable efforts to make any payments within ~~30~~ 15-30 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~~ shall receive a two percent (2%) discount in the amount owed on an invoice if payment is received by CONTRACTOR within 15 days of METRO's receipt of ~~-invoice but in any event shall make payment within 60 days.~~ CONTRACTOR'S invoice.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.3. 135:Payment Methodology
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with this Article 4 of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the services provided under this Contract and as determined by METRO.

Comparison to Standard

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.

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- METRO will compensate CONTRACTOR in accordance with ~~Exhibit A~~ this Article 4 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 provided under this Contract and as determined by METRO.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.4. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments by either the CONTRACTOR or METRO. The maximum escalation/de-escalation adjustments request cannot exceed 3% annually. The request for adjustment must include current pricing structure, proposed pricing adjustment, percentage change, and the appropriate consumer price index (All Urban Consumers Index) and/or financial statements to justify the change. Any request made by the CONTRACTOR must be submitted to the department for review no less than ninety (90) days prior to the annual anniversary of the effective date of the contract by the CONTRACTOR. The request, including departmental approval and documentation, must be submitted to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the effective date of the contract by CONTRACTOR. Any such adjustment shall become effective on December 1 which is the anniversary of the effective date of the Contract.

Comparison to Standard

- This Contract is eligible for annual escalation/de-escalation ~~adjustments.~~ adjustments by either the CONTRACTOR or METRO. The maximum escalation/de-escalation adjustments request cannot exceed 3% annually. The request for adjustment must ~~be in accordance with Exhibit A~~ include current pricing structure, proposed pricing adjustment, percentage change, and ~~submitted the appropriate consumer price index (All Urban Consumers Index) and/or financial statements to justify the change.~~ Any request made by the CONTRACTOR must be submitted to the department for review no less than ninety (90) days prior to the annual anniversary of the effective date of the contract by the CONTRACTOR. The request, including departmental approval and documentation, must be submitted to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the ~~filing effective date of this Contract with the METRO Clerk's Office.~~ contract by CONTRACTOR. Any such ~~adjustment, if approved by the Purchasing Agent,~~ adjustment shall become effective on December 1 which is the anniversary of the ~~filing effective date of this Contract with the METRO Clerk's Office.~~ Contract.

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Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.6. 136:Invoicing Requirements
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

On the basis of pricing as set forth in this Article 4, CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately performed services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming service but prior to any substantial change in condition of the services caused by METRO.

Comparison to Standard

On the basis of pricing as set forth in this Article 4, CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately ~~delivered/performed products and/or~~ performed services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the ~~products and/or~~ services have been ~~delivered/performed.~~ performed.

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Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming ~~product and/or~~ service but prior to any substantial change in condition of the ~~products and/or~~ services caused by METRO.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.1. 31:Breach
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

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 of receipt of written notice of such default. If CONTRACTOR fails to satisfactorily and timely cure the default, 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.

Should METRO 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, CONTRACTOR shall identify the breach and METRO shall cure the performance within thirty (30) days of receipt of written notice of such default. If METRO fails to satisfactorily and timely cure the default, CONTRACTOR shall have the right to immediately terminate this Contract. Such termination shall not relieve METRO of any liability to CONTRACTOR for damages sustained by virtue of any breach by METRO.

Comparison to Standard

~~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 of receipt of written notice of such default. If CONTRACTOR fails to satisfactorily provide cure, and timely cure the default, 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.~~

Should METRO 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, CONTRACTOR shall identify the breach and METRO shall cure the performance within thirty (30) days of receipt of written notice of such default. If METRO fails to satisfactorily and timely cure the default, CONTRACTOR shall have the right to immediately terminate this Contract. Such termination shall not relieve METRO of any liability to CONTRACTOR for damages sustained by virtue of any breach by METRO.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.3. 33:Notice
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

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 promptly process and submit all final billing to METRO for services performed through the effective date of termination.

In consideration of the CONTRACTOR'S start-up costs, and other expenses of operation incurred in establishing the multiple processing sites for the services being provided herein, in the event METRO gives notice of termination of this Contract under this sub-part prior to December 1, 2017, then METRO agrees to compensate Contractor with one single payment in an amount equal to the per ton processing fee of \$27.91, multiplied by not less than 25,000 tons of yard waste, such tonnage being the annual projected volume of yard waste to be delivered by METRO. If METRO terminates this Contract under this sub-part in any successive year after December 1, 2017, then METRO agrees to compensate Contractor with one single payment in an amount equal to the per ton processing fee in effect at the time of notice of termination, multiplied by the annual projected tons of delivered yard waste (25,000 tons), provided that the such projected tonnage figure shall be reduced ten (10) percent per year (e.g. after December 1, 2017 = 22,500 tons ; after December 1, 2018 = 20,000 tons; after December 1, 2019 = 17,500 tons, etc. until the initial 10 year term of the Contract expires) There will be no compensation anticipated under this provision for any extensions to this Contract for either of the two (2) potential additional five year renewal periods provided for in this Contract.

Comparison to Standard

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,~~ promptly process and submit all final billing to METRO ~~shall determine for services performed through the effective date of termination.~~

In consideration of the CONTRACTOR'S start-up costs, and ~~pay~~ other expenses of operation incurred in establishing the multiple processing sites for the services being provided herein, in the event METRO gives notice of termination of this Contract under this sub-part prior to ~~CONTRACTOR~~ December 1, 2017, then METRO agrees to compensate Contractor with one single payment in an amount equal to the per ton processing fee of \$27.91, multiplied by not less than 25,000 tons of yard waste, such tonnage being the annual projected volume of yard waste to be delivered by METRO. If METRO terminates this Contract under this sub-part in any successive year after December 1, 2017, then METRO agrees to compensate Contractor with one single payment in an amount ~~due~~ equal to the per ton processing fee in effect at the time of notice of termination, multiplied by the annual projected tons of delivered yard waste (25,000 tons), provided that the such projected tonnage figure shall be reduced ten (10) percent per year (e.g. after December 1, 2017 = 22,500 tons ; after December 1, 2018 = 20,000 tons; after December 1, 2019 = 17,500 tons, etc. until the initial 10 year term of the Contract expires) There will be no compensation anticipated under this provision for ~~satisfactory work.~~ any extensions to this Contract for either of the two (2) potential additional five year renewal periods provided for in this Contract.



Contract Standards Deviations



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	9.4. 34:Maintenance of Records
Section	9. GENERAL TERMS AND CONDITIONS
Deviation	Standard clause modified

Clause Text

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. CONTRACTOR shall, upon written notification by METRO, maintain any records relating to a FEMA declared incident/disaster for a period of seven (7) years after the last FEMA project related to the declared disaster has been completed. 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.

Comparison to Standard

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. CONTRACTOR shall, upon written notification by METRO, maintain any records relating to a FEMA declared incident/disaster for a period of seven (7) years after the last FEMA project related to the declared disaster has been completed. 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.

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- 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



Contract Standards Deviations

records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	9.7. 60:Modification of Contract
Section	9. GENERAL TERMS AND CONDITIONS
Deviation	Standard clause modified

Clause Text

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.

Comparison to Standard

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.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	9.15. 67:Indemnification and Hold Harmless
Section	9. GENERAL TERMS AND CONDITIONS
Deviation	Standard clause modified

Clause Text

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. To the extent of 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. To the extent of 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 such 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.

Comparison to Standard

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. ~~Any~~ To the extent of 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~~ To the extent of 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 such 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.



Contract Standards Deviations

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.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	9.16. 6:Assignment--Consent Required
Section	9. GENERAL TERMS AND CONDITIONS
Deviation	Standard clause modified

Clause Text

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request. Consent to assignment shall not be unreasonably withheld.

Comparison to Standard

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT

DIVISION OF ACCOUNTS

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the



Contract Standards Deviations

requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request. Consent to assignment shall not be unreasonably withheld.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	9.18. 69:Force Majeure
Section	9. GENERAL TERMS AND CONDITIONS
Deviation	Standard clause modified

Clause Text

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.

Comparison to Standard

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.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	6.3. 44:Procurement Nondiscrimination Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Optional clause removed

Clause Text

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of this Contract.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.2. 50:Products Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is producing the goods purchased by METRO)



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.3. 167:Software License
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.4. 134:Confidentiality
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.5. 192:Information Ownership
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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, CONTRACOR shall supply METRO with an inventory of METO information that CONTRACOTR stores and/or backs up.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.6. 201:Information Security Breach Notification
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.7. 195:Virus Representation and Warranty
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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 ICISA 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

-

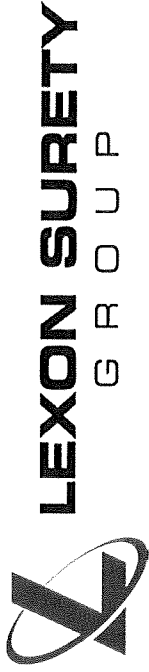


Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.21. 7:Attorney Fees
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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.



12890 Lebanon Rd., Mt. Juliet, TN 37122 (615)553-9500

PERFORMANCE BOND

BOND NO.: 1139247

KNOW ALL MEN BY THESE PRESENTS, that we, **Nature's Best Organics of Tennessee, LLC**, as Principal (hereinafter the "Principal") and **Lexon Insurance Company** (hereinafter the "Surety"), are held firmly bound unto **The Metropolitan Government of Nashville and Davidson County**, as Oblige, (hereinafter the "Obligee"), in penal sum of **Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00)** good and lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, and each of their administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with Oblige, dated **October 7, 2016** for **receiving, processing and composting of all yard waste and vegetative storm debris collected and delivered by or on behalf of METRO as part of routine collection route and major storm events**, Contract Purchase Agreement No. **385153** (hereinafter the "Contract"), which Contract is incorporated herein by reference, and;

NOW, THEREFORE, the conditions of this obligation is such that, if the Principal shall perform and carry out the covenant, terms and conditions of said Contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing **December 1, 2016** and expiring **December 1, 2017**, unless released by the Oblige prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. Non-renewal by the Surety nor failure of the Principal to provide the Oblige with a replacement bond shall not constitute default under this bond.
3. In the event the Principal shall be declared by the Oblige to be in default under the Contract, the Oblige shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address as stated in Section 6 below.
4. The Surety will have the right and opportunity, at its option to: a.) cure the default, with consent from Oblige; b.) assume the remainder of the Contract and to perform or sublet same to qualified entity acceptable to Oblige; c.) or to tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.

5. The Obligee's acceptance of this bond and reliance upon it as security constitutes is acknowledged and agreement as to the terms under which it is offered and issued by the Surety.

6. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:

The Surety: Lexon Insurance Company
Attn: Claims Department
12890 Lebanon Rd
Mt Juliet TN 37122-2780

The Principal: Nature's Best Organics of Tennessee, LLC
5800 Perkins Place Dr Ste 6A
Baton Rouge LA 70808

The Obligee The Metropolitan Government of Nashville and Davidson County
Public Works Department
750 S 5th St
Nashville TN 37206-3805

SIGNED, SEALED AND DATED THIS 7TH DAY OF October, 2016.

Nature's Best Organics of Tennessee, LLC
(Principal)  *(seal)*

By: SIDNEY G. BRIM
(Print Name and Title)

Lexon Insurance Company
(Surety) 

By: Tracy L. Carlisle
(Print Name and Title)

POWER OF ATTORNEY

LX-283187

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Tracy L. Catille, Jalene Brown, Christopher L. Dobbs its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000.00, Seven Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY 
David E. Campbell
President

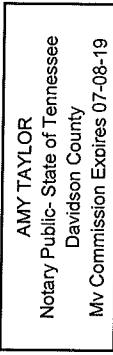
03

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY 
Amy Taylor
Notary Public

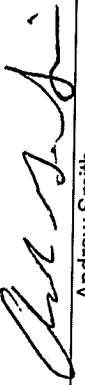


CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 7th Day of October, 20 16.



BY 
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."





Certificate Of Completion

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Subject: Please Sign this Metro Contract 385153 Nature's Best Organics of Tennessee, LLC (Public Works)	
Source Envelope:	
Document Pages: 59	Signatures: 6
Certificate Pages: 17	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Metro Contract Approvals
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	angela.doss@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Metro Contract Approvals	Location: DocuSign
10/12/2016 8:42:34 AM	angela.doss@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
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<p>Jeff L. Gossage jeff.gossage@nashville.gov Purchasing Agent Long Titled Company LLC with a DBA of Very long non-legal name such as Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/12/2016 1:33:58 PM ID: 12a0cde7-ef2a-40db-837f-08c836b4e5ee</p>	 Using IP Address: 170.190.198.190	<p>Sent: 10/12/2016 11:07:48 AM Viewed: 10/12/2016 1:33:59 PM Signed: 10/12/2016 1:34:05 PM</p>
<p>Sharon Wahlstrom sharon.wahlstrom@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	 Using IP Address: 170.190.25.139	<p>Sent: 10/12/2016 1:34:07 PM Viewed: 10/13/2016 9:04:32 AM Signed: 10/13/2016 9:05:11 AM</p>
<p>Alicia Viravouth alicia.viravouth@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/14/2016 7:56:20 PM ID: e337a7f9-e455-4c22-a901-c9ff57b4f238</p>	 Using IP Address: 170.190.198.186	<p>Sent: 10/13/2016 9:05:14 AM Viewed: 10/14/2016 7:56:20 PM Signed: 10/14/2016 7:56:46 PM</p>

Signer Events**Signature****Timestamp**

Sid Brian
 sbrian@nrri.net
 Manager
 Nature's Beat Organics of Tennessee LLC
 Security Level: Email, Account Authentication
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 Signed using mobile

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Jeff L. Gossage
 jeff.gossage@nashville.gov
 Purchasing Agent
 Long Titled Company LLC with a DBA of Very long
 non-legal name such as
 Security Level: Email, Account Authentication
 (None)
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Mark Sturtevant
 Mark.Sturtevant@nashville.gov
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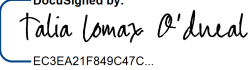
Anthony Neumaier
 tony.neumaier@nashville.gov
 Security Level: Email, Account Authentication
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DS

 Using IP Address: 170.190.198.190

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Talia Lomax O'dneal
 talia.lomaxodneal@nashville.gov
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Sally Palmer
 sally.palmer@nashville.gov
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Balogun Cobb
 balogun.cobb@nashville.gov
 Security Level: Email, Account Authentication (None)


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Tara Ladd
 tara.ladd@nashville.gov
 Security Level: Email, Account Authentication (None)


 Using IP Address: 170.190.198.144

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Shannon Hall
 marlene.fuller@nashville.gov
 5-11-15
 Security Level: Email, Account Authentication (None)


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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sharon Smith
 sharon.smith@nashville.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
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COPIED

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Bryan Gleason
 bryan.gleason@nashville.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
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 ID:

COPIED

Sent: 12/9/2016 1:29:28 PM

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/9/2016 1:29:28 PM
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Envelope Summary Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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AMENDMENT NO. A
TO
ORDINANCE NO. BL2017-941

Mr. President –

I move to amend Ordinance No. BL2017-941 as follows:

I. By amending the second and their recital by deleting them in their entirety and substituting the following in lieu thereof:

WHEREAS, in some instances, employees of larger institutions required to provide adequate on-site parking may choose to forego the provided parking and instead utilize free parking off-site near other ~~smaller~~ small businesses which rely on street parking for their employees and customers; and

WHEREAS, this may be detrimental to the conduct of those ~~smaller~~ small businesses which are also a vital part of the economy of Metro Nashville; and

II. By amending Section 1 by deleting the definition of “Tenant motor vehicle” in Section 12.42.210 and submitting in lieu thereof the following:

“Tenant motor vehicle” means a properly registered motor vehicle owned or leased by a property owner, business owner, or employee of a small business in the commercial permit parking area.

III. By further amending Section 1 by adding the following definition under Section 12.42.210:

“Small Business” means a non-franchise entity, independently owned and operated by one or more residents of Nashville and Davidson County, Tennessee, which employs ten (10) or fewer full-time equivalent employees.

IV. By further amending Section 1 by deleting the definition of “Commercial permit parking areas (CPP)” and substituting the following in lieu thereof:

“Commercial permit parking areas (CPP)” means a commercial area containing small businesses as defined in this article, designated as herein provided where tenant motor vehicles displaying a valid permit as described herein shall be exempt from parking time restrictions established pursuant to this article.

V. By further amending Section 1 by deleting subsection 12.42.230.D and substituting the following in lieu thereof:

D. Scarcity of convenient off-street parking for tenants of small businesses;

VI. By further amending Section 1 by deleting subsection 12.42.230.F and substituting the following in lieu thereof:

F. Substantial and extended use of small business curb space by non-tenants for parking;

VII. By further amending Section 1 by adding the following as new subsection 12.42.230.H:

H. The commercial entities eligible to apply for commercial permit parking shall be limited to small businesses as defined in this Chapter.

VIII. By further amending Section 1 by deleting subsection 12.42.240.A.1.a in its entirety and substituting the following in lieu thereof:

1. The petition shall include the following information:
~~a. Each petitioner's name (signature and printed). For business entities other than sole proprietorships, petitions must be signed by an authorized representative or agent of the commercial business entity.~~
a. Each petitioner's name (signature and printed), address of business, number of employees at business, driver's license state and number, and vehicle state and license plate number. Legally handicapped and those over sixty years of age who do not drive should include proof of residency.

IX. By further amending Section 1 by deleting subsection 12.42.250.C in its entirety and substituting the following in lieu thereof:

~~C. A permit shall be issued for a designated commercial permit parking area upon application and payment of the applicable fee by a person eligible for such permit. A person is eligible to apply for a commercial parking permit if he owns or operates a tenant motor vehicle and is employed at a small business on property immediately adjacent to a street, avenue, or other location selected for implementation within the commercial permit parking area. Proof of employment at a small business in the commercial permit parking area designated for implementation must be presented at the time application is made. A tenant is any person employed by a business entity in the proposed permit parking area with a valid Tennessee driver's license showing proof of employment within the proposed CPP area, who owns or leases a motor vehicle, or drives an assigned business vehicle. All motor vehicles must have current Tennessee registration.~~

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. B

TO

ORDINANCE NO. BL2017-608

Mr. President,

I move to amend Ordinance BL2017-608, as previously amended, as follows:

I. By amending Section 1 by deleting it in its entirety and substituting in lieu thereof the following:

Section 1. That Section 17.04.060 of the Metropolitan Code of Laws is hereby amended by deleting the definitions for "Owner-occupied" and "Short term rental property (STRP)" therein and substituting the following in lieu thereof:

~~"Owner-occupied" means the owner of the property permanently resides in the STRP or in the principal residential unit with which the STRP is associated on the same lot; provided however that in order to qualify as owner-occupied, the owner of the property: (1) must be a natural person or persons; (2) may not be a limited liability entity, including without limitation a corporation or limited liability company; and (3) may not be an unincorporated entity, including without limitation a partnership, joint venture, or trust.~~

"Short term rental property (STRP) – Owner-Occupied" means an owner-occupied residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised through an online marketplace for rent for transient occupancy by guests.

"Short term rental property (STRP) – Not Owner-Occupied" means a residential dwelling unit that is not owner-occupied containing not more than four sleeping rooms that is used and/or advertised through an online marketplace for rent for transient occupancy by guests.

II. By amending Section 6 by deleting it in its entirety and substituting in lieu thereof the following:

Section 6. That Section 17.16.250.E of the Metropolitan Code is hereby amended by deleting subsection 17.16.250.E.1 in its entirety and substituting the following in lieu thereof:

1. Requirements and restrictions. Permit required.
 - a. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.
 - b. Any advertising or description of a STRP on any internet website must: (a) prominently display the permit number for the STRP unit; or (b) include an image of the permit, or a link to an image of the permit, in which the permit number is legible.
 - c. In IWD, IR, and IG, STRP – Owner-Occupied is permitted as an accessory use to a multi-family use associated with Manufacturing, Artisan.

- d. To qualify for an STRP - Owner-occupied permit, the owner of the property shall permanently reside in the STRP or, for conforming uses in Single-Family and One and Two-Family zoning districts, the owner shall permanently reside in a residential unit on the same lot. The owner of the property: (1) must be a natural person or persons; (2) may not be a limited liability entity, including without limitation a corporation or limited liability company; and (3) may not be an unincorporated entity, including without limitation a partnership, joint venture, or trust.

III. By amending Section 7 by deleting subsection 17.16.070.U.1 and substituting in lieu thereof the following:

- 1. Requirements and restrictions.
 - a. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.
 - b. Any advertising or description of a STRP on any internet website must: (a) prominently display the permit number for the STRP unit; or (b) include an image of the permit, or a link to an image of the permit, in which the permit number is legible.
 - c. In Single-Family and One and Two-Family zoning districts, all property improvements shall comply with the Chapter 17.12 (District Bulk Regulations) for single-family or two-family uses, depending on the number of units on the property.

INTRODUCED BY:

Larry Hagar
Member of Council

AMENDMENT NO. C
TO
ORDINANCE NO. BL2017-608

Mr. President –

I move to amend Ordinance No. BL2017-608, as previously amended, as follows:

I. By amending Section 8 by deleting it in its entirety and substituting in lieu thereof the following:

Section 8. Notwithstanding the foregoing, properly issued and maintained permits issued under previous regulations may be renewed prior to their expiration until ~~June 28, 2020~~ June 30, 2025.

INTRODUCED BY:

Member of Council

AMENDMENT NO. D

TO

ORDINANCE NO. BL2017-608

Mr. President –

I move to amend Ordinance No. BL2017-608 as follows:

I. By amending Section 4 by deleting it in its entirety and substituting therefore the following:

Section 4. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby further amended by adding under Commercial Uses “Short term rental property (STRP) – Not Owner-Occupied” as a use permitted with conditions (PC) in AG, AR2a, RS80 through RS3.75, R80 through R-6A, RM2 through RM20-A, RM40 through RM100-A, MUN and MUN-A, MUL and MUL-A, MUG and MUG-A, MUI and MUI-A, OG, OR20 through OR40-A, ORI and ORI-A, CN and CN-A, CL and CL-A, CS and CS-A, CA, CF, DTC North, DTC South, DTC-West, DTC Central, SCN, SCC and SCR.

II. By amending Section 7 by deleting proposed subsection 17.16.070.U.2 in its entirety and substituting therefore the following:

2. Application.

a. For Single-Family and One and Two-Family zoning districts, applications are only permitted on properties within RS80 and R80 zoning districts.

b. Applications for STRP – Not Owner-Occupied permits in the AG, AR2a, RS80, and R80 zoning districts shall be permitted only upon lots containing a minimum area of eighty thousand (80,000) square feet.

~~a. c.~~ STRP permit applications shall be valid for ninety (90) calendar days from the date filed and shall expire if the application process has not been completed within that time.”

~~b. d.~~ The STRP permit application shall verify by affidavit that all of the information being provided is true and accurate and the application shall include the following information:

- i. The name, telephone number, address, and email address of the owner and of a person or business (“responsible party”) residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
- ii. Proof of insurance evidencing homeowner’s fire, hazard, and liability insurance. Liability coverage shall have limits of not less than one million dollars per occurrence.
- iii. Proof of written notification to the owner of each adjacent property prior to filing the application. For each such adjacent property, proof of written notification shall be: (a) a signature of an owner; (b) a signed

- receipt of U.S. registered or certified mail addressed to an owner; or
(c) notice from the U.S. Postal Service that registered or certified mail to an owner was refused or not timely accepted.
- iv. A statement that that the applicant has confirmed that operating the proposed STRP would not violate any Home Owners Association agreement or bylaws, Condominium Agreement, Covenants, Codes and Restrictions or any other agreement governing and limiting the use of the proposed STRP property.
 - v. Proof of payment of all taxes due, including property taxes and, for permit renewals, all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.

INTRODUCED BY:

Bill Pridemore
Member of Council

AMENDMENT NO. E
TO
ORDINANCE NO. BL2017-608

Mr. President,

I move to amend Ordinance BL2017-608, as previously amended, as follows:

I. By amending Section 6 by adding at the end of Section 17.16.250.E.1 as the appropriately designated subsections:

- a. Only one (1) permit shall be issued per lot in single-family and two-family zoning districts.
- b. Ownership of two-family dwellings.
 - i. The property ownership of the two-family units cannot be divided.
 - ii. The two-family units shall be owned by the same person and one of the two units shall be the primary residence of the owner.
 - iii. Prior to the issuance of a permit, an instrument shall be prepared and recorded with the register's office covenanting that the two-family dwelling may only be used under the conditions listed above as long as the STRP – Owner-Occupied permit is valid.

INTRODUCED BY:

Mina Johnson
Member of Council

AMENDMENT NO. F

TO

SUBSTITUTE ORDINANCE NO. BL2017-937

Mr. President,

I move to amend Ordinance BL2017-937, as previously substituted, as follows:

I. By amending Section 6 by deleting subsection 17.16.070.U.1 and substituting in lieu thereof the following:

1. Requirements and restrictions

- a. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.
- b. Any advertising or description of a STRP on any internet website must prominently display the permit number for the STRP unit.
- c. For properties within the Urban Zoning Overlay (UZO) district, no more than three percent (3%) of the single-family or two-family residential units within each census tract shall be permitted as STRP – Not Owner-Occupied use. For properties outside of the Urban Zoning Overlay (UZO) district, no more than one percent (1%) of the single-family or two-family residential units within each census tract shall be permitted as STRP – Not Owner-Occupied use.
- d. In Single-Family and One and Two-Family zoning districts, no property proposed for STRP - Not Owner-Occupied use shall be located within a radius of less than one thousand three hundred twenty (1,320) linear feet from the property line of another property upon which another STRP - Not Owner-Occupied use is located.
- e. Only one (1) permit shall be issued per lot in single-family and two-family zoning districts.
- f. In IWD, IR, and IG, STRP – Not Owner-Occupied is permitted as an accessory use to a multi-family use associated with Manufacturing, Artisan.
- g. In Single-Family and One and Two-Family zoning districts, all property improvements shall comply with the Chapter 17.12 (District Bulk Regulations) for single-family or two-family uses, depending on the number of units on the property.

INTRODUCED BY:

Jim Shulman
Member of Council

AMENDMENT NO. G

TO

SUBSTITUTE ORDINANCE NO. BL2017-937

Mr. President –

I move to amend Substitute Ordinance No. BL2017-937 as follows:

I. By amending Section 5 by deleting it in its entirety and substituting in lieu thereof the following:

Section 5. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby further amended by adding under Commercial Uses “Short term rental property (STRP) – Not Owner-Occupied” as a use permitted with conditions (PC) in ~~AG, AR2a, RS80 through RS3.75, R80 through R6-A,~~ RM2 through RM20-A, RM40 through RM100-A, MUN and MUN-A, MUL and MUL-A, MUG and MUG-A, MUI and MUI-A, ON, OG, OR20 through OR40-A, ORI and ORI-A, CN and CN-A, CL and CL-A, CS and CS-A, CA, CF, DTC North, DTC South, DTC-West, DTC Central, SCN, SCC and SCR, IWD, IR, and IG.

II. By amending Section 6 by deleting it in its entirety and substituting in lieu thereof the following:

Section 6. That Section 17.16.070 (Commercial uses) of the Metropolitan Code is hereby amended by adding the following as subsection 17.16.070.U thereto and renumbering the remaining sections.

U. Short term rental property (STRP) – Not Owner-Occupied.

1. Requirements and restrictions

- a. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.
- b. Any advertising or description of a STRP on any internet website must prominently display the permit number for the STRP unit.
- ~~c. For properties within the Urban Zoning Overlay (UZO) district, no more than three percent (3%) of the single-family or two-family residential units within each census tract shall be permitted as STRP – Not Owner-Occupied use. For properties outside of the Urban Zoning Overlay (UZO) district, no more than one percent (1%) of the single-family or two-family residential units within each census tract shall be permitted as STRP – Not Owner-Occupied use.~~
- ~~d. In Single-Family and One and Two-Family zoning districts, no property proposed for STRP – Not Owner-Occupied use shall be located within a radius of less than one thousand three hundred twenty (1,320) linear feet from the property line of another property upon which another STRP – Not Owner-Occupied use is located.~~
- ~~e. Only one (1) permit shall be issued per lot in single-family and two-family zoning districts.~~
- f. c. In IWD, IR, and IG, STRP – Not Owner-Occupied is permitted as an accessory use to a multi-family use associated with Manufacturing, Artisan.

III. By amending Section 11 by deleting it in its entirety and substituting in lieu thereof the following:

Section 11: Notwithstanding the foregoing, properly issued and maintained permits issued under previous regulations may be renewed, subject to their compliance with operational regulations, prior to their expiration until June 28, 2025. Permits that have been revoked are not eligible for renewal.

INTRODUCED BY:

Member of Council

AMENDMENT NO. H
TO
SUBSTITUTE ORDINANCE NO. BL2017-937

Mr. President –

I move to amend Substitute Ordinance No. BL2017-937 as follows:

I. By amending Section 6 by adding the following language as new subsection 17.16.070.U.1.g:

g. The issuance of permits for “Short term rental property (STRP) – Not Owner-Occupied” in Single-Family and One and Two-Family zoning districts shall be allowed through and until January 1, 2020, whereupon no such permits shall be issued or renewed unless this section and the related provisions of Title 17 are extended by resolution of the council of the Metropolitan Government of Nashville and Davidson County. This provision, commonly known as a “sunset provision,” is included to ensure that permits for Short term rental property (STRP) – Not Owner-Occupied units within Single-Family and One and Two-Family zoning districts are sufficiently and appropriately regulated.

INTRODUCED BY:

Mina Johnson
Member of Council

AMENDMENT NO. 1
TO
SUBSTITUTE ORDINANCE NO. BL2017-937

Mr. President –

I move to amend Substitute Ordinance No. BL2017-937 as follows:

I. By amending Section 1 by deleting it in its entirety and substituting in lieu thereof the following:

Section 1. That Title 6 of the Metropolitan Code of Laws is hereby amended by adding a new Chapter 6.83 as follows:

Chapter 6.83 Short Term rental Property Host Fees

Subject to the state's adoption of enabling legislation, short term rental hosts shall pay an additional \$2.00 host fee for every room night that an STRP is rented and these fees shall be deposited as follows: \$0.66 to Fifteenth Avenue Baptist Community Development Corporation; \$0.66 to the Jefferson Street United Merchant Partnership; \$0.66 to New Level Community Development Corporation.

INTRODUCED BY:

Scott Davis
Member of Council

AMENDMENT NO. J

TO

SUBSTITUTE ORDINANCE NO. BL2017-937

Mr. President –

I move to amend Substitute Ordinance No. BL2017-937 as follows:

I. By amending Section 8 by deleting it in its entirety and substituting therefore the following:

Section 8. That Section 17.16.250.E of the Metropolitan Code is hereby further amended by deleting subsection 17.16.250.E.1 in its entirety and substituting the following in lieu thereof:

1. Requirements and restrictions
 - a. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.
 - b. Any advertising or description of a STRP on any internet website must prominently display the permit number for the STRP unit.
 - c. Only one (1) permit shall be issued per lot in single-family and two-family—zoning districts. However, in two-family dwellings located within single-family and two-family zoning districts, a permit may be issued for each dwelling unit if two property owners qualify for STRP-Owner-Occupied permits or, if under the same ownership, subject to the provisions of subsection f below.
 - d. In IWD, IR, and IG, STRP – Owner-Occupied is permitted as an accessory use to a multi-family use associated with Manufacturing, Artisan.
 - e. To qualify for an STRP - Owner-occupied permit, the owner of the property shall permanently resides in the STRP or, for conforming uses in Single-Family and One and Two-Family zoning districts, the owner shall permanently reside in a residential unit on the same lot. The owner of the property: (1) must be a natural person or persons; (2) may not be a limited liability entity, including without limitation a corporation or limited liability company; and (3) may not be an unincorporated entity, including without limitation a partnership, joint venture, or trust.
 - f. Ownership of two-family dwellings.
 - i. The property ownership of the two-family units cannot be divided.
 - ii. The two-family units shall be owned by the same person and one of the two units shall be the primary residence of the owner.
 - iii. Prior to the issuance of a permit, an instrument shall be prepared and recorded with the register's office covenanting that the two-family dwelling may only be used under the conditions listed above as long as the STRP – Owner-Occupied permit is valid.

INTRODUCED BY:

Scott Davis
Member of Council

SECOND SUBSTITUTE ORDINANCE NO. BL2017-937

An ordinance amending Title 6 and sections 17.04.060, 17.08.030, 17.16.250, and 17.16.070 of the Metropolitan Code of Laws to add a new Chapter 6.83 pertaining to a short term rental properties advisory committee and to establish regulations regarding short term rental properties and to establish distinct land uses for "Short term rental property – Owner-Occupied" and "Short term rental property – Not Owner-Occupied." (Proposal no. 2017Z-024TX-001).

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

Section 1: Section 1 of Ordinance No. BL2017-937 is deleted in its entirety and the following is substituted:

Section 1. That Title 6 of the Metropolitan Code of Laws is hereby amended by adding a new Chapter 6.83 as follows:

Chapter 6.83 Short Term Rental Property Host Fees.

Subject to the state's adoption of enabling legislation, which applies statewide, short term rental hosts shall charge an additional \$2 host fee for every room night that an STRP is rented and these fees shall be deposited as follows: to MDHA to the Community Development Office who shall provide the funds to the North Nashville Consortium for home repair and the construction of affordable housing in the community.

Section 2: Section 2 of Ordinance No. BL2017-937 is deleted in its entirety and the following is substituted therefore:

Section 2. That Section 17.04.060 (Definitions of general terms) of the Metropolitan Code of Laws is hereby further amended by deleting the definition for "Short term rental property (STRP)" therein and substituting the following in lieu thereof:

"Short term rental property (STRP) – Owner-Occupied" means an owner-occupied residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised through an online marketplace for rent for transient occupancy by guests.

"Short term rental property (STRP) – Not Owner-Occupied" means a residential dwelling unit that is not owner-occupied containing not more than four sleeping rooms that is used and/or advertised through an online marketplace for rent for transient occupancy by guests.

"STRP operator" means any person or entity that has a right to occupy an STRP who offers it for rent for less than 30 consecutive days.

Section 3: Section 3 of Ordinance No. BL2017-937 is deleted in its entirety and the following is substituted therefore:

Section 3. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby amended by deleting "Short term rental property (STRP)" in its entirety.

Section 4: A new Section 4 is added to Ordinance No. BL2017-937 as follows:

Section 4. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby further amended by adding "Short term rental property (STRP) – Owner-Occupied" as an accessory (A) use in SP, AG, AR2a, RS80 through RS3.75, R80 through R6-A, RM2 through RM20-A, RM40 through RM100-A, MHP, MUN and MUN-A, MUL and MUL-A, MUG and MUG-A, MUI and MUI-A, ON, OG, OR20 through OR40-A, ORI and ORI-A, CN and CN-A, CL and CL-A, CS and CS-A, CA, CF, DTC-North, DTC-South, DTC-West, DTC- Central, SCN, SCC, SCR, IWD, IR, and IG.

Section 5: A new Section 5 is added to Ordinance No. BL2017-937 as follows:

Section 5. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby further amended by adding under Commercial Uses "Short term rental property (STRP) – Not Owner-Occupied" as a use permitted with conditions (PC) in SP, AG, AR2a, RS80 through RS3.75, R80 through R6-A, RM2 through RM20-A, RM40 through RM100-A, MUN and MUN-A, MUL and MUL-A, MUG and MUG-A, MUI and MUI-A, ON, OG, OR20 through OR40-A, ORI and ORI-A, CN and CN-A, CL and CL-A, CS and CS-A, CA, CF, DTC North, DTC South, DTC-West, DTC Central, SCN, SCC and SCR, IWD, IR, and IG.

Section 6: A new Section 6 is added to Ordinance No. BL2017-937 as follows:

Section 6. That Section 17.16.070 (Commercial uses) of the Metropolitan Code is hereby amended by adding the following as subsection 17.16.070.U thereto and renumbering the remaining sections.

U. Short term rental property (STRP) – Not Owner-Occupied.

1. Requirements and restrictions

a. No ~~person or entity~~ STRP operator shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.

b. Any STRP operator advertising or ~~description of~~ describing a STRP on any internet website must prominently display the permit number for the STRP unit.

c. For properties within the Urban Zoning Overlay (UZO) district, no more than three percent (3%) of the single-family or two-family residential units within each census tract shall be permitted as STRP – Not Owner-Occupied use. For properties outside of the Urban Zoning Overlay (UZO) district, that are not zoned SP, AR2A or AG, no more than one percent (1%) of the single-family or two-family residential units within each census tract shall be permitted as STRP – Not Owner-Occupied use. For properties zoned SP, AR2A or AG, the census tract limitations shall not apply.

d. In Single-Family and One and Two-Family zoning districts, excluding those properties zoned SP, AR2A or AG, no property proposed for STRP - Not Owner-Occupied use shall be located within a radius of less than one thousand three hundred twenty (1,320) linear feet from the property line of another property upon which another STRP - Not Owner-Occupied use is located.

e. Only one (1) permit shall be issued per lot in single-family and two-family zoning districts.

f. In IWD, IR, and IG, STRP – Not Owner-Occupied is permitted as an accessory use to a multi-family use associated with Manufacturing, Artisan.

2. Application.

a. STRP permit applications shall be valid for ninety (90) calendar days from the date filed and shall expire if the application process has not been completed within that time.

b. The STRP permit application shall verify by affidavit that all of the information being provided is true and accurate and the application shall include the following information:

- i. The name, telephone number, address, and email address of the owner and of a person or business ("responsible party") residing or located within twenty-five (25) miles of the STRP that is responsible for addressing all maintenance and safety concerns;
- ii. Proof of insurance evidencing homeowner's fire, hazard, and liability insurance. Liability coverage shall have limits of not less than one million dollars per occurrence.
- iii. Proof of good faith efforts to provide written notification to the owner of each adjacent property prior to filing the application. For each such adjacent property, proof of written notification ~~shall be~~ may include: (a) a signature of an owner; (b) a signed receipt of U.S. registered or certified mail addressed to an owner; or (c) notice from the U.S. Postal Service that registered or certified mail to an owner was refused or not timely accepted.
- iv. A statement that the applicant has confirmed that operating the proposed STRP would not violate any Home Owners Association agreement or bylaws, Condominium Agreement, Covenants, Codes and Restrictions or any other agreement governing and limiting the use of the proposed STRP property.
- v. Proof of payment of all taxes due, including property taxes and, for permit renewals, all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.

3. Signage.

Any sign, as defined in Section 17.32.030.B of this Zoning Code, on a property used for a STRP shall be governed by the provision of Chapter 17.32, Sign Regulations, of this Zoning Code.

4. Regulations.

a. All STRP occupants shall abide by applicable provisions of the Metropolitan Code of Laws, including without limitation:

- (i) all regulations regarding the public peace, morals and welfare contained in Title 11 thereof, including Sections 11.12.070 (excessive noise); 11.12.010 (disorderly conduct); 11.16.020 (indecent exposure); and 11.12.060 (disorderly house – prostitution, gambling and rowdiness);
- (ii) all applicable waste management provisions of Chapter 10.20 and the applicable property standards of 16.24 of the Metropolitan Code; and
- (iii) all applicable parking provisions of Section 17.20.030 of the Metropolitan Code.

b. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

- i. In all sleeping areas.
- ii. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
- iii. In each story within the sleeping unit, including basements.

c. Parking shall be provided as required by Section 17.20.030. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.

d. No food shall be prepared for or served to the transient by the permit holder.

e. The principal renter of a STRP unit shall be at least twenty-one years of age.

f. Maximum occupancy: The maximum number of occupants permitted on a STRP property at any one time shall not exceed (i) more than twice the number of sleeping rooms plus four, or (ii) ten occupants, whichever is less. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit. Advertising a STRP for more occupants than allowed by this regulation shall be grounds for revocation of the permit.

g. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four hours. The maximum stay for any guest shall be thirty consecutive days.

h. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four hours a day, seven days a week, for the duration of each short term rental period to address problems associated with the STRP.

i. Expiration and renewal of permit.

(1) A STRP permit shall expire three hundred sixty-five days after it is issued unless it is renewed prior to its expiration.

(2) For STRP units that have received no documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, a renewal application may be submitted by mail, online, or in person according to regulations promulgated by the Metro Codes Department. All such renewal applications shall include:

(a) the payment of the required renewal fee; and

(b) a statement, verified by affidavit, that:

(i) includes all of the information required in an application under Section 17.16.070.U.2; and

(ii) the STRP continues to be in full compliance with all applicable laws, including the payment of all applicable taxes.

(3) For an STRP that has received no documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, a 30 calendar day grace period for renewal after the expiration of the STRP permit may be allowed by the zoning administrator upon a showing by the owner of a reasonable explanation other than neglect or mistake for the delay.

(4) For an STRP with documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, no grace period shall be allowed and all permit renewal applications shall be submitted timely. The permit may be renewed upon the payment of the required renewal fee, and the submission of a statement verified by affidavit that includes all of the information required in an application under Section 17.16.070.U.2.

j. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.

k. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.

l. Denial or Revocation of Permit.

(1) Upon the filing of a complaint regarding a STRP permit, the department of codes administration shall notify the permit holder in writing or by e-mail of such complaint.

(2) If the Zoning Administrator determines, based on reasonably reliable information -- including, without limitation, public records or reports, records of regularly conducted activity, or a direct or online statement against a person's own interest -- that two (2) violations of this section or other Code sections referenced in this section have occurred within a 12 month period, the permit to operate a STRP may be revoked.

(3) Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.

(4) Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to Section 17.40.180.A. of the Metropolitan Zoning Code. The zoning administrator's decision to deny a permit shall stand, unless the appellant shows, through clear and convincing evidence, that the decision should be reversed. The burden remains upon the applicant-appellant to make such a showing.

(5) Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year from the date of revocation.

(6) The penalty for operating a short term rental property without a permit shall be:

a) A fifty dollar fine as imposed by a court of competent jurisdiction. Each day of operation without a permit shall constitute a separate offense.

- b) Upon a finding by the Board of Zoning Appeals that a short term rental property has operated without a permit, there shall be a waiting period of one year from the date of such finding for the property to become eligible for a STRP permit.
- c) Upon a finding of a court of competent jurisdiction that a short term rental property has operated without a permit, in addition to any other relief granted, there shall be a waiting period of three years from the date of such finding for the property to become eligible for a STRP permit.

Section 7: A new Section 7 is added to Ordinance No. BL2017-937 as follows:

Section 7. That section 17.16.250.E of the Metropolitan Code of Laws is hereby amended by changing the name from "Short term rental property (STRP)." to "Short term rental property (STRP) – Owner-Occupied."

Section 8: A new Section 8 is added to Ordinance No. BL2017-937 as follows:

Section 8. That Section 17.16.250.E of the Metropolitan Code is hereby further amended by deleting subsection 17.16.250.E.1 in its entirety and substituting the following in lieu thereof:

1. Requirements and restrictions
 - a. ~~No person or entity~~ STRP operator shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.
 - b. Any STRP operator advertising or ~~description of~~ describing a STRP on any internet website must prominently display the permit number for the STRP unit.
 - c. Only one (1) permit shall be issued per lot in single-family and two-family zoning districts.
 - d. In two-family dwellings, an owner occupied permit may be issued for both dwelling units, provided that the entire two-family dwelling is owned by a single owner and one of the dwelling units is the primary residence of the owner.
 - ~~e.~~ e. In IWD, IR, and IG, STRP – Owner-Occupied is permitted as an accessory use to a multi-family use associated with Manufacturing, Artisan.
 - ~~e- f.~~ f. To qualify for an STRP - Owner-occupied permit, the owner of the property shall permanently reside in the STRP or, for conforming uses in Single-Family and One and Two-Family zoning districts, the owner shall permanently reside in a residential unit on the same lot. The owner of the property: (1) must be a natural person or persons; (2) may not be a limited liability entity, including without limitation a corporation or limited liability company; and (3) may not be an unincorporated entity, including without limitation a partnership, joint venture, or trust.
 - ~~f- g.~~ g. Ownership of two-family dwellings.
 - i. The property ownership of the two-family units cannot be divided.
 - ii. The two-family units shall be owned by the same person and one of the two units shall be the primary residence of the owner.
 - iii. Prior to the issuance of a permit, an instrument shall be prepared and recorded with the register's office covenanting that the two-family dwelling may only be used under the conditions listed above as long as the STRP – Owner-Occupied permit is valid.

Section 9: A new Section 9 is added to Ordinance No. BL2017-937 as follows:

Section 9. Section 17.16.250.E of the Metropolitan Code of Laws is hereby further amended by deleting the second "that" in subsections 17.16.250.E.2.b.v.

Section 10. A new Section 10 is added to the Ordinance No. BL 2017-937 as follows:

Section 10. Section 17.16.250 E(2)(b)(iii) is deleted in its entirety and the following is substituted:

(b)(iii) Proof of good faith efforts to provide written notification to the owner of each adjacent property prior to filing the application. For each such adjacent property, proof of written notification may include: (a) a signature of an owner; (b) a signed receipt of U.S. registered or certified mail addressed to an owner; or (c) notice from the U.S. Postal Service that registered or certified mail to an owner was refused or not timely accepted.

Section 11: A new Section ~~10~~-11 is added to Ordinance No. BL2017-937 as follows:

Section ~~10~~-11. Section 17.16.250.E of the Metropolitan Code of Laws is hereby further amended by deleting subsection 16.16.250.E.4 in its entirety and substituting the following therefore:

4. Regulations.

a. All STRP occupants shall abide by applicable provisions of the Metropolitan Code of Laws, including without limitation:

(i) all regulations regarding the public peace, morals and welfare contained in Title 11 thereof, including Sections 11.12.070 (excessive noise); 11.12.010 (disorderly conduct); 11.16.020 (indecent exposure); and 11.12.060 (disorderly house – prostitution, gambling and rowdiness);

(ii) all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code; and

(iii) all applicable parking provisions of Section 17.20.030 of the Metropolitan Code.

b. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

i. In all sleeping areas.

ii. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.

iii. In each story within the sleeping unit, including basements.

c. Parking shall be provided as required by Section 17.20.030. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.

d. No food shall be prepared for or served to the transient by the permit holder.

e. The principal renter of a STRP unit shall be at least twenty-one years of age.

f. Maximum occupancy: The maximum number of occupants permitted on a STRP property at any one time shall not exceed (i) more than twice the number of sleeping rooms plus four, or (ii) ten occupants, whichever is less. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit. Advertising a STRP for more occupants than allowed by this regulation shall be grounds for revocation of the permit.

g. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four hours. The maximum stay for any guest shall be thirty consecutive days.

h. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four hours a day, seven days a week, for the duration of each short term rental period to address problems associated with the STRP.

i. Expiration and renewal of permit.

(1) A STRP permit shall expire three hundred sixty-five days after it is issued unless it is renewed prior to its expiration.

(2) For STRP units that have received no documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, a renewal application may be submitted by mail, online, or in person according to regulations promulgated by the Metro Codes Department. All such renewal applications shall include:

(a) the payment of the required renewal fee; and

(b) a statement, verified by affidavit, that:

(i) includes all of the information required in an application under Section 17.16.250.E.2; and

(ii) the STRP continues to be in full compliance with all applicable laws, including the payment of all applicable taxes.

(3) For an STRP that has received no documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, a 30 calendar day grace period for renewal after the expiration of the STRP permit may be allowed by the zoning administrator upon a showing by the owner of a reasonable explanation other than neglect or mistake for the delay.

(4) For an STRP with documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, no grace period shall be allowed and all permit renewal applications shall be submitted timely. The permit may be renewed upon the payment of the required renewal fee, and the submission of a statement verified by affidavit that includes all of the information required in an application under Section 17.16.250.E.2.

j. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.

k. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.

l. Denial or Revocation of Permit.

(1) Upon the filing of a complaint regarding a STRP permit, the department of codes administration shall notify the permit holder in writing or by e-mail of such complaint.

(2) If the Zoning Administrator determines, based on reasonably reliable information -- including, without limitation, public records or reports, records of regularly conducted activity, or a direct or online statement against a person's own interest -- that two (2) violations of this section or other Code sections referenced in this section have occurred within a 12 month period, the permit to operate a STRP may be revoked.

(3) Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.

(4) Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to Section 17.40.180.A. of the Metropolitan Zoning Code. The zoning administrator's decision to deny a permit shall stand, unless the appellant shows, through clear and convincing evidence, that the decision should be reversed. The burden remains upon the applicant-appellant to make such a showing.

(5) Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year from the date of revocation.

(6) The penalty for operating a short term rental property without a permit shall be:

- a) A fifty dollar fine as imposed by a court of competent jurisdiction. Each day of operation without a permit shall constitute a separate offense.
- b) Upon a finding by the Board of Zoning Appeals that a short term rental property has operated without a permit, there shall be a waiting period of one year from the date of such finding for the property to become eligible for a STRP permit.
- c) Upon a finding of a court of competent jurisdiction that a short term rental property has operated without a permit, in addition to any other relief granted, there shall be a waiting period of three years from the date of such finding for the property to become eligible for a STRP permit.

Section 12: A new Section 12 is added to Ordinance No. BL2017-937 as follows:

Section 12: Notwithstanding the foregoing, properly issued and maintained permits issued under previous regulations may be renewed, subject to their compliance with operational regulations. Permits that have been revoked are not eligible for renewal.

Section 13. A new Section 13 is added to Ordinance No. BL2017-937 as follows:

Section 13. Nothing contained herein shall create a presumption that the short term rental permits are commercial for tax purposes.

Section 14. By adding the following as a new Section 14:

Section 14: The directors of the department of codes administration, the director of finance, and the chief of the Metropolitan Police Department shall make written reports to the Council on or before the yearly anniversary of the effective date of this Ordinance. Said report shall contain data of the STRP use and enforcement activity. Said reports shall also contain specific recommendations for revisions to this Ordinance in order to increase the effectiveness of the same and to reduce, to the extent reasonable and practicable, any adverse effect on the quality of life in Nashville's neighborhoods as a result of STRP use.

Section 15: A new Section 15 is added to Ordinance No. BL2017-937 as follows:

Section 15: The Metropolitan Clerk is directed to send a copy of this Ordinance to the Office of the Mayor, the Director of the Codes Administration, the Zoning Administrator, and to the Director of the Planning Department.

Section 16: A new Section 16 is added to Ordinance No. BL2017-937 as follows:

Section 16: This Ordinance shall be published in a newspaper of general circulation and shall take effect ~~sixty (60) days from and~~ on May 31, 2018 after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Scott Davis

Sharon Hurt
Members of Council

AMENDMENT NO. K
TO
ORDINANCE NO. BL2017-981

Mr. President –

I move to amend Ordinance No. BL2017-981 as follows:

I. By amending Section 4 by deleting it in its entirety and substituting therefore the following:

Section 4. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby further amended by adding under Commercial Uses “Short term rental property (STRP) – Not Owner-Occupied” as a use permitted with conditions (PC) in AG, AR2a, RS80 through RS3.75, R80 through R-6A, RM2 through RM20-A, RM40 through RM100-A, MUN and MUN-A, MUL and MUL-A, MUG and MUG-A, MUI and MUI-A, OG, OR20 through OR40-A, ORI and ORI-A, CN and CN-A, CL and CL-A, CS and CS-A, CA, CF, DTC North, DTC South, DTC-West, DTC Central, SCN, SCC and SCR.

II. By amending Section 7 by deleting proposed subsection 17.16.070.U.2 in its entirety and substituting therefore the following:

2. Application.

a. For Single-Family and One and Two-Family zoning districts, applications are only permitted on properties within RS80 and R80 zoning districts.

b. Applications for STRP – Not Owner-Occupied permits in the AG, AR2a, RS80, and R80 zoning districts shall be permitted only upon lots containing a minimum area of eighty thousand (80,000) square feet.

~~a. c.~~ STRP permit applications shall be valid for ninety (90) calendar days from the date filed and shall expire if the application process has not been completed within that time.”

~~b. d.~~ The STRP permit application shall verify by affidavit that all of the information being provided is true and accurate and the application shall include the following information:

- i. The name, telephone number, address, and email address of the owner and of a person or business (“responsible party”) residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
- ii. Proof of insurance evidencing homeowner’s fire, hazard, and liability insurance. Liability coverage shall have limits of not less than one million dollars per occurrence.
- iii. Proof of written notification to the owner of each adjacent property prior to filing the application. For each such adjacent property, proof of written notification shall be: (a) a signature of an owner; (b) a signed receipt of U.S. registered or certified mail addressed to an owner; or (c) notice from the U.S. Postal Service that registered or certified mail to an owner was refused or not timely accepted.
- iv. A statement that the applicant has confirmed that operating the proposed STRP would not violate any Home Owners Association agreement or bylaws,

- Condominium Agreement, Covenants, Codes and Restrictions or any other agreement governing and limiting the use of the proposed STRP property.
- v. Proof of payment of all taxes due, including property taxes and, for permit renewals, all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.

INTRODUCED BY:

Bill Pridemore
Member of Council

AMENDMENT NO. L
TO
ORDINANCE NO. BL2017-981

Mr. President,

I move to amend Ordinance BL2017-981, as previously amended, as follows:

I. By amending Section 6 by adding at the end of Section 17.16.250.E.1 as the appropriately designated subsections:

- a. Only one (1) permit shall be issued per lot in single-family and two-family zoning districts.
- b. Ownership of two-family dwellings.
 - iv. The property ownership of the two-family units cannot be divided.
 - v. The two-family units shall be owned by the same person and one of the two units shall be the primary residence of the owner.
 - vi. Prior to the issuance of a permit, an instrument shall be prepared and recorded with the register's office covenanting that the two-family dwelling may only be used under the conditions listed above as long as the STRP – Owner-Occupied permit is valid.

INTRODUCED BY:

Mina Johnson
Member of Council

SUBSTITUTE ORDINANCE NO. BL2017-981

An ordinance amending sections 17.04.060 , 17.08.030, 17.16.250, and 17.16.070 of the Metropolitan Code of Laws to establish distinct land uses for “Short term rental property – Owner-Occupied” and “Short term rental property – Not Owner-Occupied”, and establishing a renewal allowance for existing permitted uses. (Proposal No. 2017Z-026TX-001).

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

Section 1. That Section 17.04.060 of the Metropolitan Code of Laws is hereby amended by deleting the definitions for “Owner-occupied” and “Short term rental property (STRP)” therein and substituting the following in lieu thereof:

~~“Owner-occupied” means the owner of the property permanently resides in the STRP or in the principal residential unit with which the STRP is associated on the same lot; provided however that in order to qualify as owner-occupied, the owner of the property: (1) must be a natural person or persons; (2) may not be a limited liability entity, including without limitation a corporation or limited liability company; and (3) may not be an unincorporated entity, including without limitation a partnership, joint venture, or trust.~~

“Short term rental property (STRP) – Owner-Occupied” means an owner-occupied residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised through an online marketplace for rent for transient occupancy by guests.

“Short term rental property (STRP) – Not Owner-Occupied” means a residential dwelling unit that is not owner-occupied containing not more than four sleeping rooms that is used and/or advertised through an online marketplace for rent for transient occupancy by guests.

Section 2. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby amended by deleting “Short term rental property (STRP)” in its entirety.

Section 3. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby further amended by adding “Short term rental property (STRP) – Owner-Occupied” as an accessory (A) use in AG, AR2a, RS80 through RS3.75, R80 through R6-A, RM2 through RM20-A, RM40 through RM100-A, MHP, MUN and MUN-A, MUL and MUL-A, MUG and MUG-A, MUI and MUI-A, ON, OG, OR20 through OR40-A, ORI and ORI-A, CN and CN-A, CL and CL-A, CS and CS-A, CA, CF, DTC-North, DTC-South, DTC-West, DTC- Central, SCN, SCC, IWD, IR and IG.

Section 4. That section 17.08.030 (District land use tables) of the Metropolitan Code of Laws is hereby further amended by adding under Commercial Uses “Short term rental property (STRP) – Not Owner-Occupied” as a use permitted with conditions (PC) in RM2 through RM20-A, RM40 through RM100-A, MUN and MUN-A, MUL and MUL-A, MUG and MUG-A, MUI and MUI-A, ON, OG, OR20 through OR40-A, ORI and ORI-A, CN and CN-A, CL and CL-A, CS and CS-A, CA, CF, DTC North, DTC South, DTC-West, DTC Central, SCN, SCC and SCR.

Section 5. That section 17.16.250.E of the Metropolitan Code of Laws is hereby further amended by changing the name from “Short term rental property (STRP).” to “Short term rental property (STRP) – Owner-Occupied.”

Section 6. That Section 17.16.250.E of the Metropolitan Code is hereby amended by deleting subsection 17.16.250.E.1 in its entirety and substituting the following in lieu thereof:

1. ~~Permit required. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter. Any advertising or description of a STRP on any internet website must: (a) prominently display the permit number for the STRP unit; or (b) include an image of the permit, or a link to an image of the permit, in which the permit number is legible.~~
 - a. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.
 - b. Any advertising or description of a STRP on any internet website must prominently display the permit number for the STRP unit; or (b) include an image of the permit, or a link to an image of the permit, in which the permit number is legible.
 - c. In IWD, IR, and IG, STRP – Owner-Occupied is permitted as an accessory use to a multi-family use associated with Manufacturing, Artisan.
 - d. To qualify for an STRP - Owner-occupied permit, the owner of the property shall permanently resides in the STRP or, for conforming uses in Single-Family and One and Two-Family zoning districts, the owner shall permanently reside in a residential unit on the same lot. The owner of the property: (1) must be a natural person or persons; (2) may not be a limited liability entity, including without limitation a corporation or limited liability company; and (3) may not be an unincorporated entity, including without limitation a partnership, joint venture, or trust.

Section 7. That Section 17.16.070 of the Metropolitan Code is hereby amended by adding the following as subsection 17.16.070.U thereto and renumbering the remaining sections.

U. Short term rental property (STRP) – Not Owner-Occupied.

1. Requirements and restrictions.
 - a. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.
 - b. Any advertising or description of a STRP on any internet website must: (a) prominently display the permit number for the STRP unit; or (b) include an image of the permit, or a link to an image of the permit, in which the permit number is legible.
 - c. In IWD, IR, and IG, STRP – Not Owner-Occupied is permitted as an accessory use to a multi-family use associated with Manufacturing, Artisan.
 - d. In Single-Family and One and Two-Family zoning districts, all property improvements shall comply with the Chapter 17.12 (District Bulk Regulations) for single-family or two-family uses, depending on the number of units on the property.
2. Application.
 - a. STRP permit applications shall be valid for ninety (90) calendar days from the date filed and shall expire if the application process has not been completed within that time.
 - b. The STRP permit application shall verify by affidavit that all of the information being provided is true and accurate and the application shall include the following information:

- i. The name, telephone number, address, and email address of the owner and of a person or business ("responsible party") residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
- ii. Proof of insurance evidencing homeowner's fire, hazard, and liability insurance. Liability coverage shall have limits of not less than one million dollars per occurrence.
- iii. Proof of written notification to the owner of each adjacent property prior to filing the application. For each such adjacent property, proof of written notification shall be: (a) a signature of an owner; (b) a signed receipt of U.S. registered or certified mail addressed to an owner; or (c) notice from the U.S. Postal Service that registered or certified mail to an owner was refused or not timely accepted.
- iv. A statement that the applicant has confirmed that operating the proposed STRP would not violate any Home Owners Association agreement or bylaws, Condominium Agreement, Covenants, Codes and Restrictions or any other agreement governing and limiting the use of the proposed STRP property.
- v. Proof of payment of all taxes due, including property taxes and, for permit renewals, all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.

3. Signage. Any sign, as defined in Section 17.32.030.B of this Zoning Code, on a property used for a STRP shall be governed by the provision of Chapter 17.32, Sign Regulations, of this Zoning Code.

4. Regulations.

- a. All STRP occupants shall abide by all applicable noise restrictions and regulations regarding the public peace and welfare contained in the Metropolitan Code, and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code.
- b. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:
 - i. In all sleeping areas.
 - ii. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
 - iii. In each story within the sleeping unit, including basements.
- c. Parking shall be provided as required by Section 17.20.030. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.
- d. No food shall be prepared for or served to the transient by the permit holder.
- e. The principal renter of a STRP unit shall be at least twenty-one years of age.
- f. Maximum occupancy. The maximum number of occupants permitted on a STRP property at any one time shall not exceed more than twice the number of sleeping rooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit. Advertising a STRP for more occupants than allowed by this regulation shall be grounds for revocation of the permit.
- g. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four hours. The maximum stay for any guest shall be thirty consecutive days.
- h. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four hours a day, seven days a week for the duration of each short term rental period to address problems associated with the STRP.

- i. Expiration and renewal of permit.
 - i.* A STRP permit shall expire three hundred sixty-five days after it is issued unless it is renewed prior to its expiration.
 - ii.* For STRP units that have received no documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, a renewal application may be submitted by mail, online, or in person according to regulations promulgated by the Metro Codes Department. All such renewal applications shall include a statement verified by affidavit that:
 - (a) includes all of the information required in an application under Section 17.16.250.E.2; and
 - (b) the STRP continues to be in full compliance with all applicable laws, including the payment of all applicable taxes.
 - iii.* For an STRP that has received no documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, a 30 calendar day grace period for renewal after the expiration of the STRP permit may be allowed by the zoning administrator upon a showing by the owner of a reasonable explanation other than neglect or mistake for the delay.
 - iv.* For an STRP with documented complaints to Metro Codes, Police, or Public Works during the most recent permit period, no grace period shall be allowed and all permit renewal applications shall be submitted timely. The permit may be renewed upon the payment of a renewal fee, and the submission of a statement verified by affidavit that includes all of the information required in an application under Section 17.16.250.E.2.
- j. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.
- k. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.
- l. Denial or Revocation of Permit.
 - i.* Upon the filing of a complaint regarding a STRP permit, the department of codes administration shall notify the permit holder in writing or by e-mail of such complaint.
 - ii.* If the Zoning Administrator determines, based on reasonably reliable information that the Zoning Administrator has obtained including without limitation public records or reports, records of regularly conducted activity, or a direct or online statement against a person's own interest, that three violations of this section or other Code sections referenced in this section have occurred within a 12 month period, the permit to operate a STRP may be revoked.
 - iii.* Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
 - iv.* Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to Section 17.40.180.A. of the Metropolitan Zoning Code.
 - v.* Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year from the date of revocation.
 - vi.* The penalty for operating a short term rental property without a permit shall be:
 - (1) A fifty dollar fine as imposed by a court of competent jurisdiction. Each day of operation without a permit shall constitute a separate offense.
 - (2) Upon a finding by the Board of Zoning Appeals that a short term rental property has operated without a permit, there shall be a waiting period

of up to one year from the date of such finding for the property to become eligible for a STRP permit, as determined by the BZA. Properties that have been denied a permit by the Board of Zoning Appeals and made subject to the one (1) year waiting period prior to October 4, 2016 may re-appeal to the Board of Zoning Appeals with no payment of an appeal fee. The length of the waiting period shall be based upon whether the operator was aware or unaware of the requirement that the STRP have a permit. Evidence to be evaluated in making this decision may include but is not limited to:

- (a) the testimony of the STRP operator;
 - (b) the testimony of neighbors or others with knowledge of the STRP operation;
 - (c) evidence that the operator was informed of the requirement and disregarded this information;
 - (d) evidence that the operator had looked into requirements and misunderstood them;
 - (e) prior or repeat offenses by the operator under this section; and
 - (f) whether the operator, upon being informed of the requirement, obtained or attempted to obtain a permit before renting the STRP again.
- (3) Upon a finding of a court of competent jurisdiction that a short term rental property has operated without a permit, in addition to any other relief granted, there shall be a waiting period of three years from the date of such finding for the property to become eligible for a STRP permit.

Section 8. Notwithstanding the foregoing, properly issued and maintained permits issued under previous regulations may be renewed prior to their expiration, subject to their compliance with operational regulations. Permits that have been revoked are not eligible for renewal.

Section 9. The Metropolitan Clerk is directed to send a copy of this Ordinance to the Office of the Mayor, Director of the Planning Department, the Director of the Department of Codes Administration, and the Zoning Administrator for the Department of Codes Administration.

Section 10. This Ordinance shall take effect from and after its enactment, 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:

Brett Withers
Member of Council

SUBSTITUTE ORDINANCE NO. BL2017-982

An ordinance amending section 17.16.250 of the Metropolitan Code of Laws regarding Short term rental property – Owner-Occupied uses in two-family dwellings. (Proposal No. 2017Z-027TX-001).

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

Section 1. That Section 17.16.250.E of the Metropolitan Code is hereby amended by ~~deleting subsection 17.16.250.E.1 in its entirety and substituting the following in lieu thereof~~ adding at the end as the appropriately designated subsection:

- 2- Permit required:
 - a. ~~No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration in accordance with the provisions of this chapter.~~
 - b. ~~Any advertising or description of a STRP on any internet website must (i) prominently display the permit number for the STRP unit; or (ii) include an image of the permit, or a link to an image of the permit, in which the permit number is legible.~~
 - c. ~~Only one (1) permit shall be issued per lot in single-family and two-family zoning districts.~~
 - d. ~~In two-family dwellings, a permit may be issued for either dwelling unit, provided that (i) the entire two-family dwelling is owned by a single owner, and (ii) one of the dwelling units is the primary residence of the owner.~~

Ownership of two-family dwellings.

- a. The property ownership of the two-family units cannot be divided.
- b. The two-family units shall be owned by the same person and one of the two units shall be the primary residence of the owner.
- c. Prior to the issuance of a permit, an instrument shall be prepared and recorded with the register's office covenanting that the two-family dwelling may only be used under the conditions listed above as long as the STRP – Owner-Occupied permit is valid.

Section 2. The Metropolitan Clerk is directed to send a copy of this Ordinance to the Office of the Mayor, the Director of the Codes Administration, the Zoning Administrator, and to the Director of the Planning Department.

Section 3. This Ordinance shall be published in a newspaper of general circulation and shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it

INTRODUCED BY:

Brett Withers
Member of Council

AMENDMENT NO. M
TO
ORDINANCE NO. BL2017-1031

Mr. President:

I move to amend Ordinance No. BL2017-1031 as follows:

I. By deleting the designation "BL2018-_____", wherein it appears in Section 3, and replacing it with "BL2017-1031" so that Section 3 reads as follows:

"Section 3. The Metropolitan County hereby requests the Davidson County Election Commission to hold a referendum election on the Program surcharge on May 1, 2018 to allow the voters to vote FOR or AGAINST Ordinance No. ~~BL2018-_____~~ BL2017-1031."

II. By amending Section 2 by making the following changes to the ballot language:

"Transit Improvement Program: Passage of this measure will allow the Metropolitan Government to improve and expand its transit services to include: expanded bus service countywide; new transit lines; new light rail and/or rapid bus service along Nashville's major corridors, including the Northwest Corridor and a connection through downtown Nashville; new neighborhood transit centers; improvements to ~~the Music City Star~~ existing train service; safety improvements, including sidewalks and pedestrian connections; and system modernization. The Metropolitan Transit Authority and the ~~Metropolitan~~ Department of Public Works will undertake the projects and implement the program. The transit improvements and expansion will be funded by federal grants, farebox revenues, convention center and airport authority participation, and tax surcharges. ~~The tax surcharges that~~ will end once all debt issued for the program has been paid and the Metropolitan Council determines upon the adoption of a resolution that the revenues from the surcharges are no longer needed for operation of the program. The surcharges ~~will~~ consist of: (1) a sales tax surcharge of 0.5% for the first five years, increasing to 1% in 2023; (2) a hotel/motel tax surcharge of 0.25% for the first five years, increasing to 0.375% in 2023; (3) a 20% surcharge on the business/excise tax; and (4) a 20% surcharge on the rental car tax. The capital cost of the program is estimated to have a present day value of \$5,354,000,000, with ~~recurring operations~~ annual operating and maintenance costs ~~having a present day value at the year the improvements are completed~~ of approximately \$99,500,000.

FOR or AGAINST"

The resulting revised ballot language in Section 2 shall read as follows:

"Transit Improvement Program: Passage of this measure will allow the Metropolitan Government to improve and expand its transit services to include: expanded bus service countywide; new transit lines; new light rail and/or rapid bus service along Nashville's major corridors, including the Northwest Corridor and a connection through downtown Nashville; new neighborhood transit centers; improvements to existing train service; safety improvements, including sidewalks and pedestrian connections; and system

modernization. The Metropolitan Transit Authority and the Department of Public Works will undertake the projects and implement the program. The transit improvements and expansion will be funded by federal grants, farebox revenues, convention center and airport authority participation, and tax surcharges. The tax surcharges will end once all debt issued for the program has been paid and the Metropolitan Council determines upon the adoption of a resolution that the revenues from the surcharges are no longer needed for operation of the program. The surcharges consist of: (1) a sales tax surcharge of 0.5% for the first five years, increasing to 1% in 2023; (2) a hotel/motel tax surcharge of 0.25% for the first five years, increasing to 0.375% in 2023; (3) a 20% surcharge on the business/excise tax; and (4) a 20% surcharge on the rental car tax. The capital cost of the program is estimated to have a present day value of \$5,354,000,000, with recurring annual operating and maintenance costs of approximately \$99,500,000.

FOR or AGAINST"

INTRODUCED BY:

Jeremy Elrod
Member of Council

AMENDMENT NO. N
TO
ORDINANCE NO. BL2017-1031

Mr. President:

I move to amend Ordinance No. BL2017-1031 as follows:

I. By deleting the designation "BL2018-_____", wherein it appears in Section 3, and replacing it with "BL2017-1031" so that Section 3 reads as follows:

"Section 3. The Metropolitan County hereby requests the Davidson County Election Commission to hold a referendum election on the Program surcharge on May 1, 2018 to allow the voters to vote FOR or AGAINST Ordinance No. ~~BL2018-_____~~ BL2017-1031."

II. By amending Section 2 by making the following changes to the ballot language:

"Transit Improvement Program: Passage of this measure will allow the Metropolitan Government to improve and expand its transit services to include: expanded bus service countywide; new transit lines; new light rail and/or rapid bus service along Nashville's major corridors, including the Northwest Corridor and a connection through downtown Nashville; new neighborhood transit centers; improvements to the ~~Musie—City Star~~ existing train service; safety improvements, including sidewalks and pedestrian connections; and system modernization. The Metropolitan Transit Authority and the ~~Metropolitan~~ Department of Public Works will undertake the projects and implement the program. The transit improvements and expansion will be funded by federal grants, farebox revenues, convention center and airport authority participation, and tax surcharges. ~~The tax surcharges that~~ will end once all debt issued for the program has been paid and the Metropolitan Council determines upon the adoption of a resolution that the revenues from the surcharges are no longer needed for operation of the program. The surcharges ~~will~~ consist of: (1) a sales tax surcharge of 0.5% for the first five years, increasing to 1% in 2023, for a total sales tax of 10.25%; (2) a hotel/motel tax surcharge of 0.25% for the first five years, increasing to 0.375% in 2023; (3) a 20% surcharge on the business/excise tax; and (4) a 20% surcharge on the rental car tax. The capital cost of the program is estimated to have a present day value of \$5,354,000,000 and a total cost for the transit system of \$8,951,062,000, with recurring operations annual operating and maintenance costs ~~having a present day value at the year the improvements are completed~~ of approximately \$99,500,000.

FOR or AGAINST"

The resulting revised ballot language in Section 2 shall read as follows:

"Transit Improvement Program: Passage of this measure will allow the Metropolitan

Government to improve and expand its transit services to include: expanded bus service countywide; new transit lines; new light rail and/or rapid bus service along Nashville's major corridors, including the Northwest Corridor and a connection through downtown Nashville; new neighborhood transit centers; improvements to the existing train service; safety improvements, including sidewalks and pedestrian connections; and system modernization. The Metropolitan Transit Authority and the Department of Public Works will undertake the projects and implement the program. The transit improvements and expansion will be funded by federal grants, farebox revenues, convention center and airport authority participation, and tax surcharges. The tax surcharges will end once all debt issued for the program has been paid and the Metropolitan Council determines upon the adoption of a resolution that the revenues from the surcharges are no longer needed for operation of the program. The surcharges consist of: (1) a sales tax surcharge of 0.5% for the first five years, increasing to 1% in 2023, for a total sales tax of 10.25%; (2) a hotel/motel tax surcharge of 0.25% for the first five years, increasing to 0.375% in 2023; (3) a 20% surcharge on the business/excise tax; and (4) a 20% surcharge on the rental car tax. The capital cost of the program is estimated to have a present day value of \$5,354,000,000 and a total cost for the transit system of \$8,951,062,000, with recurring annual operating and maintenance costs of approximately \$99,500,000.

FOR or AGAINST"

INTRODUCED BY:

John Cooper
Member of Council, At-Large

AMENDMENT NO. 0
TO
ORDINANCE NO. BL2017-1031

Mr. President:

I move to amend Ordinance No. BL2017-1031 as follows:

I. By deleting Section 1 in its entirety and substituting therefore the following:

Section 1. The Metropolitan County Council hereby approves for submittal the Program attached hereto as Exhibit A and the surcharge described in Section 2 of this Ordinance to a referendum.

INTRODUCED BY:

John Cooper
Member of Council, At-Large

SUBSTITUTE ORDINANCE NO. BL2017-1004

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying an Urban Design Overlay District on various properties located along Payne Road, south of Reeves Road, zoned AR2a, R8, and RS7.5, (27.69 acres), all of which is described herein (Proposal No. 2017UD-006-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By applying an Urban Design Overlay District on various properties located along Payne Road, south of Reeves Road, zoned AR2a, R8 and RS7.5 (27.69 acres), being Property Parcel Nos. 120-124, 129-132, 136 and 212 as designated on Map 148-00 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 on Map 148 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 a corrected copy of the amended UDO plan incorporating the conditions of approval by the Planning Commission and Council shall be provided to the Planning Department prior to any additional development applications for this property, and in no event later than 120 days after the effective date of the enacting ordinance. If a corrected copy of the preliminary UDO plan incorporating the conditions of approval therein is not provided to the Planning Department within 120 days of the effective date of the enacting ordinance, then the corrected copy of the preliminary UDO plan shall be presented to the Metro Council as an amendment to this UDO ordinance prior to approval of any grading, clearing, grubbing, final site plan, or any other development application for the property.

Section 4. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Tanaka Vercher
Member of Council

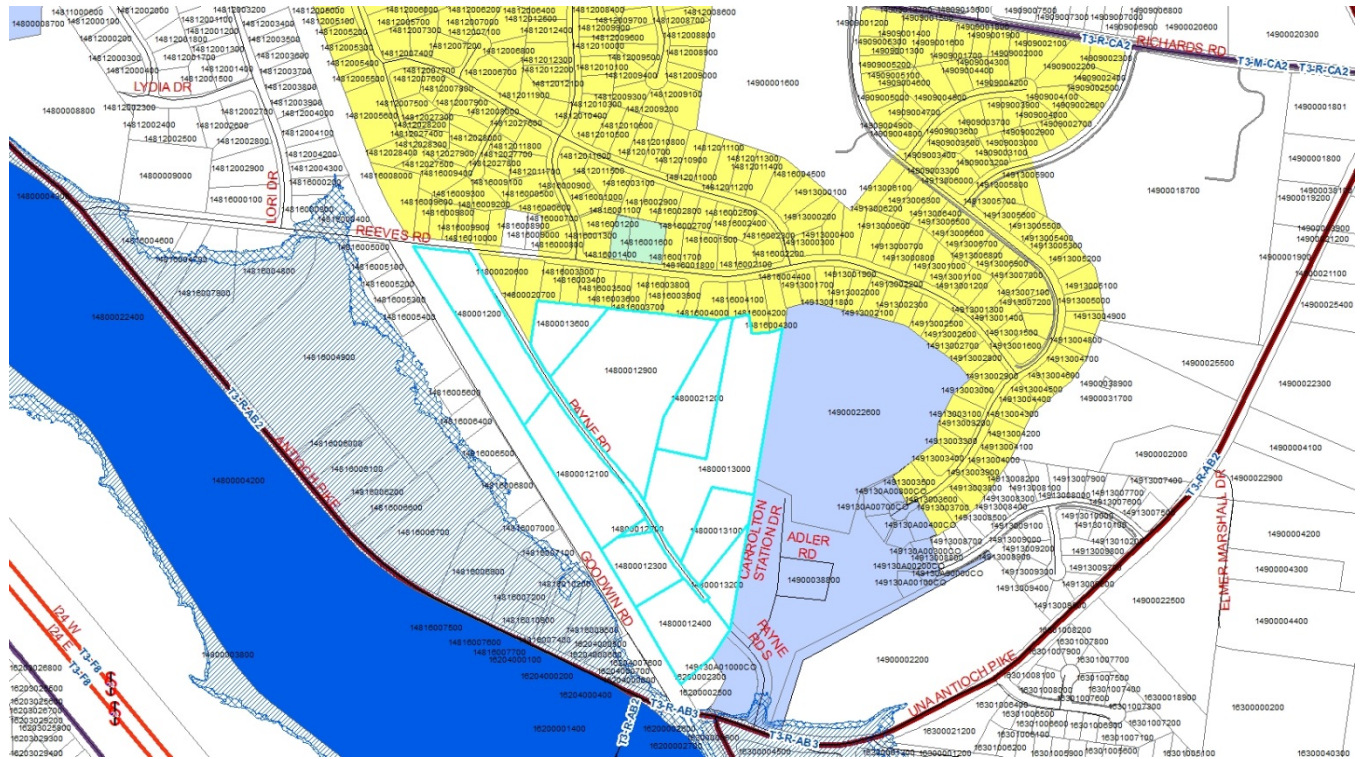
[View Sketch](#)

Payne Road Residential Urban Design Overlay

In accordance with the Antioch-Priest Lake Subarea plan and the goals and objectives of the Suburban Neighborhood Maintenance Policy, this is an application for an Urban Design Overlay (UDO). The Overlay is for 11 parcels along Payne Road with base zoning districts of AR2a, R8 and RS7.5.

T3 Suburban Neighborhood Maintenance (T3 NM) policy is intended to preserve the general character of developed suburban residential neighborhoods. T3 NM areas will experience some change over time, primarily when buildings are expanded or replaced. When this occurs, efforts should be made to retain the existing character of the neighborhood. T3 NM areas have an established development pattern consisting of low to moderate density residential development and institutional land uses. Enhancements may be made to improve pedestrian, bicycle and vehicular connectivity. The standards of this Urban Design Overlay preserve the general development pattern by providing for uniform standards such as maximum height that matches the surrounding context, garages that are recessed or behind principal residential structures and building materials consistent with the surrounding developed community.

The eleven parcels are contiguous on a total of approximately 27.6 acres to which this UDO shall apply are along Payne Road, between Reeves Road and Una Antioch Pike. The map below highlights the proposed boundaries of the UDO.



GOALS AND OBJECTIVES

The intent of the UDO is to employ appropriate design standards that preserve the integrity and footprint of the existing surrounding development pattern and ensures that future growth respects and is consistent with the wider area and fosters an appropriate sense of place for the community.

APPLICABILITY

Base zone districts standards that are not varied by the provisions set forth in the Urban Design Overlay shall apply to all property within the UDO boundary.

COMPLIANCE

Full compliance with the Development Standards shall be required when:

- Property is redeveloped or vacant property is developed. For purposes of this section, redevelopment of a property means a structure is completely demolished, including the destruction of the foundation; the property becomes vacant, and then is developed with new construction.
- The building square footage is being expanded; the expansion shall be in compliance with all applicable Development Standards.
- When a new structure is built on a lot with multiple structures, the new structure shall be in compliance with all Development Standards.

PROCESS

Prior to applying for a building permit, applicants shall submit to the Metro Planning Department complete sets of final site plans and elevations for review. Applicants are encouraged to work with the Metro Planning Staff early in the design and development process. Where obvious physical constraints exist on a site within the UDO, the Metro Planning Staff will review alternate design solutions that achieve the intent of the UDO. Existing nonconforming structures can be modified or remodeled as long as the new construction does not allow the structure to become more noncompliant with the UDO standards contained herein.

Future subdivisions of land within the boundaries of the UDO shall follow the subdivision process as defined within the adopted Metro Subdivision Regulations. Specifically, major subdivisions shall require concept plan approval from the Metro Planning Commission prior to final site plan and final plat approval and recordation.

MODIFICATIONS

The natural landscape and man-made environment may present difficulties in compliance with some standards of the UDO. Based on site-specific issues, modifications to the standards may be necessary. Modifications may be permitted because of the exceptional narrowness, shallowness or shape of a specific piece of property, exceptional topographic condition, or other extraordinary and exceptional condition of a property. The condition shall be unique to the subject property and generally not

prevalent to other properties in the general area, and shall not have been created by the previous actions of any person having an interest in the property after the effective date of this ordinance.

Any standard within the UDO may be modified, insofar as the intent of the standard is being met; the modification results in better urban design for the neighborhood as a whole; and the modification does not impede or burden existing or future development of adjacent properties.

Planning Commission or Planning Department staff may approve modifications as follows. The Planning Department staff may approve minor modifications, deviations of 20 percent or less. Should the property owner or developer disagree with any determination made by the Planning staff, the property owner or developer may request that the Planning Commission consider the modification request. The property owner or developer must submit such a request within seven business days of receipt of the Planning staff's determination. The Planning Commission shall consider major modifications, deviations of 21 percent or more.

DESIGN CRITERIA

Height. The maximum height for any principal structure is 2 stories in 30 feet. Maximum height shall be measured from the average grade elevation as measured at the build-to line along the front facade to the roof ridge line. Natural grade is the base ground elevation prior to grading. The maximum eave height of any principal structure shall be 22 feet from the top of the raised foundation.

Garages. Garages shall be detached and located behind the principal structure, or attached and accessed from the side or rear of the principal structure. The eave of the garage shall not exceed the height of the eave line of the primary structure.

Accessory structures. Accessory structures shall be screened with landscaping so as not to be visible from the public street right-of-way. The total building footprint of an accessory building, including detached garages, shall be less than 50% of the total building footprint of the primary structure. The eave of the accessory structure shall not exceed the height of the eave line of the primary structure.

Access and Driveways. Driveways are limited to one curb cut per public street frontage. For corner lots, one curb cut is permitted in total for all lot frontages. Driveways and all other impervious surfaces in the required street setback shall be a maximum of 12 feet in width within the street setbacks. Driveways shall be setback a minimum of 2 feet from the side property line. Shared access drives shall be allowed to build to the lot line.

Building materials. EIFS, vinyl and aluminum siding, and untreated wood shall not be permitted. Design for buildings on corner lots shall incorporate continuity of design in architectural details and materials that address both streets and shall avoid long, monotonous, uninterrupted walls or roof planes. The primary exterior material shall be brick or stone masonry. Hardie Board shall be permitted only as a secondary material. Secondary building materials shall be defined only as gables, dormers and bay windows.

Raised foundation. A raised foundation of 18"-36" on the front facade is required for all residential structures.

Glazing. Glazing (window openings) shall be a minimum of fifteen percent along the street facing facade. Window openings along the street facing façade shall be square or vertically oriented except for transom windows. For purposes of measuring glazing, minimum glazing shall be measured from the top of foundation to the roof line.

Principal Entrance. The main entry to the building shall address the primary street.

Porch Depth. Porches shall have a minimum of six feet of depth.

Fences and Walls

Appearance

- Fences shall be installed so that the finished side faces outward and all bracing shall be on the inside of the fence.
- Fences and walls shall be constructed of any combination of brick, stone, masonry materials, treated wood, or metal.
- Chain-link fencing and razor wire shall not be permitted within the front setback area or between the building and public streets.
- For uses other than single and two-family residential: Fences and walls used to screen refuse areas shall be opaque and include gates that prohibit unauthorized users to access the area

Standards by Location and Function

- Fences and walls located within the front setback area or between the building and public streets shall not exceed 4 feet in height. Fences greater than 2.5' in height shall be a minimum of 30 percent transparent to allow visibility into the property.
- Fences and walls along rear lot lines, behind a principal building, and alongside property lines not fronting a public street shall not exceed 8 feet in height.
- For uses other than single and two-family residential: Fences and walls used to screen service and utility areas shall be a minimum of 16 inches taller than the element being screened.
- For uses other than single and two-family residential: Fences and walls used to screen parking shall be a minimum of 2.5 feet above the grade of the parking lot. When a fence or wall is combined with plantings, the majority of the plantings shall be between the right-of-way and the fence or wall.

AMENDMENT NO. P

TO

ORDINANCE NO. BL2017-1025

Mr. President:

I move to amend Ordinance BL2017-1025 as follows:

I. By amending Section 4 by adding the following condition:

7. Street trees within the 6-foot grass planting strip along Robertson Avenue and the 4-foot grass planting strip along Stevenson Avenue shall contain only cherry trees spaced at intervals of one tree per every 15 feet.

INTRODUCED BY:

Mary Carolyn Roberts
Member of Council