



Metropolitan Council

**PROPOSED SUBSTITUTE ORDINANCES,
SUBSTITUTE RESOLUTIONS, LATE-FILED
RESOLUTION, AND AMENDMENTS TO
RESOLUTIONS AND ORDINANCES TO BE
FILED WITH THE METRO CLERK
FOR THE COUNCIL MEETING OF
TUESDAY, APRIL 7, 2020**

Mr. President:

I move to amend the Emergency Council Rules of Procedure adopted on March 17, 2020, as follows:

1. By amending Rule 6 to suspend the committee quorum requirement.
2. By amending Rule 7 by deleting the following provision:
"No vote will be taken on any resolution or on any ordinance on third and final reading until a committee has made a recommendation regarding the legislation."
3. By amending Rule 12 by deleting the last paragraph pertaining to presentations of memorializing and congratulatory resolutions.
4. By amending Rule 13 by deleting the following sentence:
"Any sponsor of such late legislation must appear before the Rules Committee immediately prior to the regular meeting to disclose 1) why there is an emergency; 2) whether the legislation could have been timely filed; and 3) whether the matter can wait until the next Council meeting."
5. By amending Rule 19 by modifying the second sentence as follows:
Any ordinance applying a Residential, Commercial, or Industrial Planned Unit Development District or a Specific Plan (SP) District must have a recommendation from the Planning Commission before ~~its introduction~~ it can be passed by the Council on second reading.
6. By suspending Rule 27 pertaining to the announcement period.
7. By amending Rule 29 by deleting the phrase, ", provided that no zoning public hearing shall be held at the first meeting in June."
8. By amending Rule 31, by adding the following as a new paragraph at the end thereof:
"For purposes of these rules, 'present' shall mean physically present in the Chamber or, for meetings held electronically, present in the manner directed by the Vice Mayor."
9. By amending Rules 41 by modifying the last sentence as follows:
"Distribution shall be made by electronic mail to all members and on-line posting on the Council website, ~~and placement of hard copies on members' chamber desks.~~
10. By amending Rule 45 by modifying the second sentence as follows:
"The use of two-way voice or two-way video communications during Council meetings shall be ~~prohibited during Council~~ limited to those essential to conducting the meetings."

INTRODUCED BY:

Dave Rosenberg
Member of Council

SUBSTITUTE ORDINANCE NO. BL2019-79

An Ordinance to amend Section 17.16.250 of the Metropolitan Code regarding advertisement and occupancy of a Short Term Rental Property – Owner-Occupied (Proposal No. 2020Z-002TX-001).

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

Section 1. That Section 17.16.250 of the Metropolitan Code, the Zoning Ordinance for the Metropolitan Government of Nashville and Davidson County, is hereby amended by adding the following provision at the end of subsection E.1.b:

"Further, other than for a legally permitted detached accessory dwelling unit; for a legally permitted accessory apartment; or for a two-family residential unit under common ownership with a two-family unit on the same lot permitted in accordance with subsection E.1.f of this section, advertisements for an owner-occupied STRP shall not advertise availability of entire/whole home ~~all of the bedrooms within the unit~~ for STRP use."

~~Section 2. That Section 17.16.250 of the Metropolitan Code, the Zoning Ordinance for the Metropolitan Government of Nashville and Davidson County, is hereby amended by adding the following provision at the end of subsection E.1.d:~~

~~"Further, the owner shall reside onsite at all times the property is being used as an STRP. The owner shall not be permitted to be temporarily absent from the dwelling unit for longer than 15 consecutive hours within any 24 hour period while the property is being used as an owner-occupied STRP."~~

Section 3~~2~~. This Ordinance shall take effect from and after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Freddie O'Connell
Member of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2020-238

Mr. President –

I hereby move to amend Resolution No. RS2020-238 as follows:

- I. By deleting the fifth recital in its entirety and substituting in lieu thereof the following:
WHEREAS, a balance in the amount of annual funding available for LIHTC's is currently ~~\$2,179,571~~ \$2,500,000;
- II. By deleting the thirteenth recital in its entirety and substitution in lieu thereof the following:
WHEREAS, the value of the project when completed is estimated to be ~~\$18,622,230~~ \$46,555,576 based on an income evaluation of the Project and its corresponding tax credits;

SPONSORED BY:

Bob Mendes
Member of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2020-261

Mr. President –

I hereby move to amend Resolution No. RS2020-261 as follows:

I. By adding the following as a new Section 3:

Section 3: That the overall average earnings of households residing at the Project will be restricted to 60% or less of the Area Median Income (AMI), but that individual households earning up to 80% AMI will be allowed to reside at the Project by the owner utilizing "income averaging" to provide workforce housing.

II. By renumbering the subsequent Sections to reflect the addition of a new Section 3.

SPONSORED BY:

Kyonzte Toombs
Member of Council

SUBSTITUTE RESOLUTION NO. RS2020-262

A Resolution authorizing and providing for the financing of the construction of a wastewater facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connection with such financing.

WHEREAS, the Metropolitan Government of Nashville and Davidson County is a public corporation in Tennessee (the "Metropolitan Government"); and

WHEREAS, the Metropolitan Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number SRF 2020-446 (the "Project"), in and for the Metropolitan Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 *et. seq.*, provide for the lending of funds in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for project loans; and

WHEREAS, the Metropolitan Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

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

Section 1. The creation of indebtedness on behalf of the Metropolitan Government in the principal amount of eleven million six hundred thousand dollars (\$11,600,000) by the obtaining of a project loan is hereby approved.

Section 2. The Director of Finance, or his designee, is hereby authorized to execute and deliver the Application for a Project loan in the principal amount of eleven million, six hundred thousand dollars (\$11,600,000) (the "Application"), attached hereto as Exhibit A, for the purpose of funding all or a portion of the total estimated cost of the Project, which is eleven million, six hundred thousand dollars (\$11,600,000).

Section 3. The form, terms, and provisions of the agreement for the Project loan among the Metropolitan Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), attached hereto as Exhibit B, are hereby approved.

Section 4. The Metropolitan Government hereby agrees to honor and accept the method of financing as may be determined by the Tennessee Local Development Authority pursuant to the Loan Agreement.

Section 5. The Metropolitan Government hereby agrees to make monthly payments on the project loan in accordance with a Payment Schedule, which shall be determined upon substantial completion of the Project and attached to the Loan Agreement. Such monthly payment shall be made in equal installments for a period extending no longer than twenty years from the date of substantial completion of the Project.

Section 6. The Metropolitan Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project loan in accordance with the Loan Agreement. The Metropolitan Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the wastewater system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Metropolitan Government assigns and pledges its Unobligated State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Metropolitan Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Metropolitan Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed in the Application.

Section 9. The Metropolitan Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Director of Finance, or his designee, is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Metropolitan Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Metropolitan Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as the Director of Finance, or his designee, may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the Director of Finance, or his designee, to approve any increase in the amount of the Project loan.

Section 11. The Metropolitan Government intends for the Loan Agreement to constitute an additional series of revenue debt obligations issued under the authority of Substitute Resolution No. RS2010-1442, adopted by the Metropolitan County Council on November 16, 2010, as heretofore supplemented and amended (the "Water and Sewer Bond Resolution"), Capitalized terms in the remainder of this Section 11 shall have the meanings ascribed by the Water and Sewer Bond Resolution. As a series of debt obligations issued under the Water and Sewer Bond Resolution, the Loan Agreement will be payable from and secured by the Trust Estate on parity with the Metropolitan Government's outstanding Series 2010 Bonds, Series 2013 Bonds, Series 2017 Bonds, and Series 2020 Bonds. The Loan Agreement shall not constitute an Additionally Secured Series for purposes of the Water and Sewer Bond Resolution. For purpose of the Water and Sewer Bond Resolution, the Metropolitan Government hereby appoints the Director of Finance to serve as the Paying Agent for the Loan Agreement. There shall be no Bond Registrar with respect to the Loan Agreement. The Director of Finance, in consultation with the Metropolitan Department of Law and the Metropolitan Government's bond counsel, is hereby authorized to approve revisions to the form of Loan Agreement regarding (i) the pledge of the Trust Estate and (ii) remedies upon an event of default under the Water and Sewer Bond Resolution, in order to ensure that the terms of the Loan Agreement are consistent with the terms of the Water and Sewer Bond Resolution.

Section 12. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists.

Section 13. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

INTRODUCED BY:

Bob Mendes

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Member(s) of Council

Exhibit A

CHECK ONE

SRF X

DWF

**STATE REVOLVING FUND PROGRAM
APPLICATION FOR PROJECT LOAN**

Tennessee Department of Environment and Conservation
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243-1102
Telephone (615) 532-0445

TO BE FILLED IN BY SRFLP OFFICE:

SRF 2020-446
Project Number

\$11,600,000
Loan Amount

\$0
Amount of Principal Forgiveness

20
Term of Loan in Years

1.36% As of February 10, 2020
Bond Buyer Index Rate and Date

1.36 X 70% = 0.95%
Loan Interest Rate

Date Loan Approved by Department

David W. Salyers, P.E., Commissioner
Department of Environment & Conservation

Metropolitan Government of Nashville and Davidson County
Legal Name of Applicant

1 Public Square
Address

Nashville, TN 37201
City/State/Zip Code

hereby makes application for a Project loan to fund the following described activities or tasks concerning a facility (the "Project").

PROJECT DESCRIPTION: I/I Correction (rehabilitation of approximately 20,550 linear feet of 8-inch to 42-inch diameter existing sewer lines by cured-in-place pipe lining; rehabilitation of approximately 110 sewer service renewals by lining and excavation methods; manhole rehabilitation and installation of clean out.)

The entire scope of the Project is estimated to cost: \$11,600,000

Amount of State Revolving Fund Loan Requested: \$11,600,000

Requested Term of Loan (not to exceed 30 years): 20 Years

PROGRAM LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROGRAM LOANS UNDER THE HEALTH LOAN PROGRAMS OF THE TENNESSEE LOCAL DEVELOPMENT AUTHORITY IS: \$0

PROJECT LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROJECT LOANS UNDER THE STATE REVOLVING LOAN FUND IS: (this application excluded) \$32,493,000

MUNICIPALITY: STATE-SHARED TAXES PLEDGED TO PAYMENT OF OUTSTANDING OBLIGATIONS OF THE LOCAL GOVERNMENT UNIT IN ADDITION TO THE PROGRAM LOANS AND PROJECT LOANS LISTED ABOVE:

TYPE OF TAX

- Sales
- Gasoline
- Beer
- TVA Replacement
- Mixed Drink
- Alcoholic Beverage
- Income Tax

AMOUNT OF STATE-SHARED TAXES RECEIVED IN PRIOR FISCAL YEAR OF THE STATE \$114,132,245.

UTILITY DISTRICT/AUTHORITY: A SECURITY DESPOSIT WILL BE REQUIRED IN AN AMOUNT EQUAL TO MADS.

ANTICIPATED MADS: \$ _____.

Kevin Crumbo, Finance Director

Name and Title of Authorized Representative

Signature

Date

Exhibit B

REVOLVING FUND LOAN AGREEMENT FOR TAX REVENUE ENTITIES METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY SRF 2020-446

This Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the Metropolitan Government of Nashville and Davidson County (the "Local Government"), which is a Tennessee governmental entity authorized to own, operate, and manage facilities. The purpose of this Agreement is to provide the financing of all or a portion of a water facility by the Local Government. The Local Government submitted an application for financing _____, which is hereby incorporated into this Agreement.

- 1. DEFINITIONS.** Unless the context in this Agreement indicates another meaning, the following terms shall have the following meaning:
- (a) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with Tenn. Code Ann. Sections 68-221-1004(a) and 68-221-1204(a), both as amended;
 - (b) **"Agreement"** means this agreement providing financing for the Project from the Fund;
 - (c) **"Facility"** means either a wastewater facility or a water system;
 - (d) **"Fund"** means:
 - (1) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, Tenn. Code Ann. Sections 68-221-1001, et seq., as amended, and rules and regulations promulgated thereunder; or
 - (2) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. Sections 68-221-1201, et seq., as amended, and rules and regulations promulgated thereunder;
 - (e) **"Initiation of Operation"** means the date when all but minor components of the Project have been built, all treatment equipment is operational and the Project is capable of functioning as designed and constructed;
 - (f) **"Local Government"** means the governmental entity borrowing under this Agreement described in (1) Tenn. Code Ann. Section 68-221-1003(7), as amended, if a wastewater facility and (2) Tenn. Code Ann. Section 68-221-1203(6), as amended, if a water system;
 - (g) **"Obligations"** means bonds, notes and any other evidence of indebtedness lawfully issued or assumed by the Local Government;

- (h) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Local Government to be financed pursuant to this Agreement;
- (i) **"Project Cost"** means the total amount of funds necessary to complete the Project;
- (j) **"Project Loan"** means the funds loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Agreement;
- (k) **"Revenues"** means all fees, rents, tolls, rates, rentals, interest earnings, or other charges received or receivable by the Local Government from the water or wastewater system which is the Project, or of which the Project is or will be a component, including any revenues derived or to be derived by the Local Government from a lease, agreement or contract with any other local government, local government instrumentality, the state, or a state or federal agency for the use of or in connection with the system, or all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the Local Government from the operation of the system or arising from the system;
- (l) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- (m) **"State-Shared Taxes"** has the meaning established by Tenn. Code Ann. Section 4-31-102, as amended; and
- (n) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2. PROJECT.

(a) **Description.**

The description of the Project is as described in the application submitted by the Local Government.

(b) **Funding Sources.**

The Local Government estimates the Project Cost to be \$11,600,000 which is expected to be funded as follows:

(1) Project Loan (less principal forgiveness)	\$11,600,000
(2) Principal Forgiveness	\$0
(3) Local Funds	\$0
(4) Other Funds	\$0
	<hr/>
TOTAL	<u><u>\$11,600,000</u></u>

3. LOAN.

(a) **Loan and use of proceeds.**

The State shall lend to the Local Government from funds available in the Fund an aggregate principal amount not to exceed \$11,600,000 to bear interest as described in (b) below. The Project Loan shall be used by the Local Government for completion of the Project and in

accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Agreement. Interest on the Project loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 of this Agreement.

(b) **Interest rate.**

The rate of interest for this Project Loan is that rate established by the Authority at the meeting at which this Project Loan is approved and stated on the payment schedule which is incorporated into and attached to this Agreement.

(c) **Administrative fee.**

The Authority shall collect a fee equal to 8 basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

(d) **Payment schedule.**

The Local Government expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

(a) **Payments.**

(1) The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Agreement. The payment schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The payment schedule will require repayments of principal to begin the earlier of:

(A) Within ninety (90) days after Initiation of Operation of the Project for construction loans or within two (2) years of loan approval for planning and design loans; or

(B) Within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed.

(2) Notwithstanding Section 4(a)(1), the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project.

(b) **Reduction.**

The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available; or

- (2) The amount actually disbursed by the State to the Local Government pursuant to the Agreement as the Project Loan.

If any of the conditions set out in Section 4(b)(1) or (b)(2) occur, a new payment schedule reflecting such changes shall be submitted to the Local Government to be attached to this Agreement, superseding any previous schedules.

(c) **Prepayment.**

The Local Government, at its option, may prepay all or any portion of the Project Loan.

(d) **Principal Forgiven.**

A portion of the original principal amount of the Project loan may be forgiven by the State. The principal forgiven shall be Zero percent 0% of the original principal amount of the project loan, or if the full original amount of the Project loan is not used, then Zero percent 0% of the amount of the project loan actually disbursed. Notwithstanding Section 3, no interest shall accrue on the amount of principal forgiven pursuant to this Section 4(d).

5. DISBURSEMENT OF PROJECT LOAN.

Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

No more than 90% of the Project Loan shall be paid to the Local Government prior to the time: 1) the construction of the Project has been completed, 2) the facilities constituting the Project are in the opinion of the Department in proper operation, and 3) the Project has been approved by the Department. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

6. AMENDMENT.

(a) **Increase in Project Loan.**

If the final Project Cost is greater than is estimated in Section 2(b), then the Project Loan may be increased by a subsequent agreement executed by the parties to this Agreement (the

amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:

- (1) Amounts in the Fund are authorized and available for such increase;
- (2) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
- (3) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Local Government.

(b) **Other Amendments and Modifications.**

Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties to this Agreement.

7. REPRESENTATIONS AND COVENANTS OF LOCAL GOVERNMENT.

The Local Government hereby represents, agrees, and covenants with the State as follows:

- (a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, rules, regulations, procedural guidelines, and grant conditions;
- (b) To comply with:
 - (i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and
 - (ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" adopted on September 21, 2016, and as may be amended or revised from time to time, the terms and conditions of which are adopted by reference as if fully set forth herein;
- (c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;
- (d) To provide for the Local Government's share of the cost of the Project;
- (e) To comply with applicable federal requirements including the laws and executive orders listed on Exhibit A to this Agreement;
- (f) To advise the Department before applying for federal or other state assistance for the Project;
- (g) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering

each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;

- (h) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;
- (i) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;
- (j) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- (k) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;
- (l) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Agreement;
- (m) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Agreement;
- (n) To receive the approval of the Authority prior to pledging or encumbering the Local Government's State-Shared Taxes; provided that no approval shall be required in order for the Local Government or its Sports Authority to issue up to \$225 million in principal amount of debt obligations to fund the construction of a major league soccer stadium, the payment of which debt obligations will be secured in part by a pledge of state sales taxes diverted to the Local Government pursuant to Tennessee Code Annotated Section 67-6-103 (which constitute State-Shared Taxes); and
- (o) The Local Government is subject to the jurisdiction of the Water and Wastewater Financing Board ("WWFB") established in Tenn. Code Ann. Section 68-221-1008 or of the Utility Management Review Board ("UMRB") created in Tenn. Code Ann. Section 7-82-701 as provided by law. If the Authority, in its sole discretion, determines that the Local Government's obligations under this Agreement have been or may be impaired, the Authority may refer the Local Government to the WWFB or UMRB (each a "Board") as appropriate. In the event of default under this Agreement, the Authority shall refer the Local Government to the Board having jurisdiction over the entity. In such event, the Local Government covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Local Government to fulfill its obligations to the Authority under this Agreement. The Local Government agrees to supply the Board with any information that the Board may request in

connection with its analysis of the Local Government's system. The Local Government agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Local Government to fulfill its obligations to the Authority under this Agreement.

8. SECURITY AND DEFAULT.

- (a) As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Agreement. The pledge of users fees and charges to secure the monthly installments due under this Agreement shall be on parity with the pledge in favor of those debt obligations currently issued and outstanding under Resolution No. RS2010-1442 of the Metropolitan County Council, ~~as heretofore supplemented and amended,~~ and any future debt obligations issued thereunder, but only to the extent that such future debt obligations are approved by the Authority. ~~The application of such users fees and charges to the payment of the monthly installments due under this Agreement shall be made in the manner prescribed by Resolution No. RS2010-1442 of the Metropolitan County Council, as heretofore supplemented and amended.~~

As further security for payments due under this Agreement, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. If the Local Government fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within 5 days of such failure and the Authority shall suspend making disbursements as provided in Section 5 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

If the Local Government breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of such breach. The Local Government's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

- (b) Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies, ~~including without limitation the remedies set forth in the Resolution No. RS2010-1442 of the Metropolitan County Council, as heretofore supplemented and amended.~~ The Local Government shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

9. CONDITIONS PRECEDENT.

This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:

- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- (b) An opinion of the attorney or special counsel to the Local Government to the effect that:
- (1) The Local Government has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
 - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
 - (3) This Agreement is not in conflict in any material way with any contracts, resolutions or ordinances of the Local Government; and
 - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government;
- (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government, as set forth in Paragraph 7(k) above;
- (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
- (e) A representation of the Local Government as to loans and State-Shared Taxes.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Local Government acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. Title 9, Chapter 8.

11. SEVERABILITY.

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.

12. NOTICES.

Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Local Government: Metropolitan Government of Nashville and Davidson County
1 Public Square
Nashville, TN 37201
ATTN: Kevin Crumbo, Finance Director

13. SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

14. EFFECTIVE DATE.

The effective date of this Agreement shall be the date on which the Authority approves this Agreement as indicated below.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: Metropolitan Government of Nashville
and Davidson County

(City)

Signature: _____
Kevin Crumbo, Finance Director

Date: _____

Signature: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

Signature: _____

Signature: _____

Date: _____

Date: _____

LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Copy of the Local Government's Application for Project Loan

Loan Conditions

General Certificate with copies of ordinances/resolution approving Loan Agreement and Rate Structure

Opinion as to Sufficiency of Rates, Fees and Charges and Cost and Completion

Representation as to Loans and State-Shared Taxes

Legal Opinion of Attorney or Special Counsel to Local Government

EXHIBIT A
FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Environmental Justice, Executive Order 12898, 59 Fed. Reg. 7629 (1994), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management) and as further amended by Executive Order 13690, 80 FR 6425 (2015), as amended.

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

Fish and Wildlife Coordination Act, (Pub. L. 85-624, 16 U.S.C. § 661 et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972, (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Intergovernmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Procurement Prohibitions under Section 306 of Clean Air Act, 42 U.S.C. § 7606, and Section 508 of Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Kickbacks from Public Works Employees Prohibited, 18 U.S.C. § 874.

Requirements for Public Work Contractors to Comply with U.S. Dept. of Labor Regulations (Pub. L. 103-322, Title XXXIII, § 330016(1)(K), 40 U.S.C. § 3145), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L. 114-181, 29 U.S.C. § 621, et seq.), as amended.

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Equal Employment Opportunity, Executive Order 11246 (30 Fed. Reg. 12319, 12935 (1965)), Executive Order 11375 (32 Fed. Reg. 14303 (1967)), and Executive Order 13672 (79 Fed. Reg. 42971 (2014)).

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

LOAN CONDITIONS

GENERAL LOAN CONDITIONS

The Local Government hereby agrees to comply with the General Loan Conditions and Special Loan Conditions attached to, and made a part of, this Loan Agreement.

1. No date reflected in the loan agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES Permit. It is the borrower's obligation to request any required modification of applicable permit terms or other enforcement requirements.
2. In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in subagreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment.

The following steps must be utilized in soliciting participation:

- a. Include qualified small, Disadvantaged Business Enterprises (DBE) on solicitation lists.
- b. Assure that small, Disadvantaged Business Enterprises (DBE) is solicited.
- c. Divide total project requirement, when economically feasible, into small tasks or quantities to permit maximum participation of small, Disadvantaged Business Enterprises (DBE).
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, Disadvantaged Business Enterprises (DBE).
- e. Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce, as appropriate.
- f. Require construction contractors to solicit Disadvantaged Business Enterprises (DBE) participation utilizing above steps a. through e.
- g. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-2 to any DBE Subcontractor(s) that will participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe the work received from the Prime Contractor, how much the DBE Subcontractor(s) was/were paid, and describe any other concerns of the DBE Subcontractor(s). The DBE Subcontractor(s) will then mail the completed form(s) to the EPA DBE Coordinator; Small and Disadvantaged Business Program; EPA, Region IV; Office of Policy and Management; 61 Forsyth Street, SW; Atlanta, GA 30303-8960.

- c. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

If the Administrator receives a request for a waiver under this section, the Administrator shall make a copy of the request and information concerning the request available to the public and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and other information available on the official EPA Internet Web site and by other electronic means.

- 5. The local government will comply with the following CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.

CFDA Title: Capitalization Grants for Clean Water State Revolving Funds
CFDA #: 66.458
Research and Development Award: Number
Grant Number: CS4700019
Federal Awarding Agency: Environmental Protection Agency

Confirmations of actual federal funding can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Municipal Audit's Website at <http://www.tn.gov/comptroller>.

At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), number(s), and amount(s).

CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Section 200.501 states, "A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part."

Section 200.512 states, "(1) The audit must be completed and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day."

Section 200.505 states, "In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in §200.338 Remedies for noncompliance."

- 6. The State of Tennessee and/or The United States Environmental Protection Agency shall have access to the official project files and job site.

7. The Local Government will Comply with the Fiscal Sustainability Plan (FSP) requirements set out in the FWPCA section 603(d)(1)(E) as follows:
 - a. develop and implement a Fiscal Sustainability Plan that includes
 - b. an inventory of critical assets that are a part of the treatment works;
 - c. an evaluation of the condition and performance of inventoried assets or asset groupings;
 - d. a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
 - e. a plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities; or
 - f. certify that the recipient has developed and implemented a plan that meets the requirements under clause(i);

SPECIAL LOAN CONDITIONS

The following project schedule is established:

- a. Submission of engineering plans and specifications on or before _____.
- b. Start construction on or before November 15, 2020.*
- c. Initiate operation on or before June 30, 2022.*
- d. Complete construction on or before June 30, 2022.*

*Contingent upon date of SRF Loan award and Metropolitan Government purchasing process.

The State Revolving Fund Loan Program may amend the project schedule above upon written request and for good cause shown.

Failure to adhere to the project schedule established above, or secure an amended project schedule from the State Revolving Fund Loan Program, will constitute a breach of contract pursuant to Division Rule 0400-46-06-.07(10) and may result in loss of principal forgiveness, loss of interest rate reduction or both.

The State Revolving Fund Loan Program may take other such actions as may be necessary relative to breach of contract against a borrower that fails to carry out its obligations under Chapter 0400-46-06 and this loan agreement up to and including cancellation of loan funding.

GENERAL CERTIFICATE

The undersigned, Kevin Crumbo, Finance Director of Metropolitan Government of Nashville and Davidson County, Tennessee ("Local Government"), **CERTIFIES** as follows:

1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
2. The resolution or ordinance of the Local Government duly adopted (insert date of resolution), a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project under the Wastewater Facilities Act of 1987 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.
3. The resolution or ordinance of the Local Government duly adopted on December 3, 2019, a copy of which is attached, establishing the rate and fee structure for the wastewater system of which the Project is a part has not been amended, modified, supplemented or rescinded since its date of adoption.
4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2020.

S-E-A-L

Kevin Crumbo, Finance Director

ATTEST:

Name: _____

Title: _____

(PLEASE TYPE ON CITY ATTORNEY'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: Metropolitan Government of Nashville and Davidson County
Loan # SRF2020-446; I/I Correction project

Dear Madam/Sir:

I am the City Attorney for the Metropolitan Government of Nashville and Davidson County, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$11,600,000.

Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of Metropolitan Government of Nashville and Davidson County furnish you with my opinion as to certain matters. It is my opinion that:

1. The City of the Metropolitan Government of Nashville and Davidson County, Tennessee, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the City of Metropolitan Government of Nashville and Davidson County, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the City of Metropolitan Government of Nashville and Davidson County, Tennessee, a municipality; and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the City of Metropolitan Government of Nashville and Davidson County, Tennessee, a municipality.

Sincerely,

Name, Title
Firm

(PLEASE TYPE ON ENGINEER'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: Metropolitan Government of Nashville and Davidson County
Loan # SRF2020-446; I/I Correction project

Dear Madam/Sir:

We are the consulting engineers for the City of the Metropolitan Government of Nashville and Davidson County, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$11,600,000 to finance the above referenced project, you have requested that the City Metropolitan Government of Nashville and Davidson County furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the City are sufficient based on a Rate Study dated (insert date of rate study) to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated project costs are reasonable; and
3. The estimated completion date of the Project will be (insert date project completion date).

Sincerely,

Name, Title
Firm

**REPRESENTATION OF
LOANS AND STATE-SHARED TAXES
FOR TAX REVENUE ENTITIES
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SRF2020-446**

As security for payments due under a SRF loan agreement, a local government pledges user fees and charges and ad valorem taxes as necessary to meet its obligations under a SRF loan agreement. As an additional security for such payments due, a local government pledges and assigns its unobligated state-shared taxes (SSTs) in an amount equal to maximum annual debt service (MADS) requirements.

1. State-Shared Taxes

The total amount of SSTs, as identified pursuant to Tenn. Code Ann. 4-31-105(c)(2), received by the local government in the prior fiscal year of the State is \$114,132,245.

2. Prior Obligations

(a.) Prior SRF loans which have been funded or approved for which the Local Government has pledged its SSTs are as follows:

Loan Type	Loan #	Base Loan*	Principal Forgiveness*	MADS**
SRF/Sewer				

* If applicable, the original approved amount is adjusted for decreases and approved increases

**MADS is an estimate until final expenses have been determined

The total MADS from section 2(a.) having a lien on SSTs is \$0.

(b.) Other prior obligations which have been funded or approved for which the local government has pledged its SSTs are as follows:

Type of Obligation	Identifying #	Loan Amount	Principal Forgiveness	MADS
QZAB/QSCB				
TLDA/Public Health				
TLDA/Transportation				

The total MADS from section 2(b.) having a lien on SSTs is \$0.

(c.) The total MADS from prior obligations having a lien on SSTs [subsections 2(a)+2(b)] is \$0.

3. Loan Requests

The loan(s) which have been applied for and for which state-shared taxes will be pledged:

Loan Type	Loan #	Anticipated Interest Rate	Base Loan	Principal Forgiveness	Anticipated MADS
SRF/Sewer	SRF 2020-446	0.95%	\$11,600,000	\$0	\$637,073
SRF/Water	DG8 2020-223	0.65%	\$5,000,000	\$0	\$266,670
SRF/Water	DWF 2020-224	0.95%	\$27,493,000	\$0	\$1,509,917

The anticipated total maximum annual pledge of state-shared taxes pursuant to loan request(s) is \$2,413,660.

4. Unobligated SSTs

The amount set forth in section (1) less the total amounts set forth in sections 2 and 3 is \$111,718,585.

The Local government hereby represents the information presented above is accurate and understands that funding for the loan request(s) presented is contingent upon approval by the TLDA.

Duly signed by an authorized representative of the Local Government on this (insert day) day of (insert month), 20XX.

LOCAL GOVERNMENT

BY: _____
Kevin Crumbo, Finance Director

REQUIREMENT FOR REPORT ON DEBT OBLIGATION (FORM CT-0253)

Pursuant to Tenn. Code Ann. § 9-21-151, a Report on Debt Obligation (the "Report") must be prepared for all debt obligations issued or entered into by any public entity and filed with its governing body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee. The purpose of the Report is to provide clear and concise information to members of the governing or legislative body that authorized and is responsible for the debt issued.

Public entities that fail to comply with the requirements of Tenn. Code Ann. § 9-21-151 are not permitted to enter into any further debt obligations until they have complied with the law. A State Revolving Fund (SRF) loan program applicant that is not in compliance with this law should file the Report as soon as possible and provide notification of filing to the SRF loan program so that they may proceed with the loan application. Instructions on how to file the Report are located in the "Debt" category for "Local Finance" on the website of the Tennessee Comptroller of the Treasury.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

The applicant, Metropolitan Government of Nashville and Davidson County, attests that it is in compliance with Tenn. Code Ann. § 9-21-151 for its debt obligations and understands that the Report is required to be filed once the SRF loan has been approved by the Tennessee Local Development Authority and the agreement has been executed by the borrower. The applicant further acknowledges that it may be responsible to perform continuing disclosure undertakings related to SEC Rule 15c2-12. Local governments should always consult bond counsel in order to obtain advice on appropriate disclosures related this rule.

Kevin Crumbo, Finance Director

Date

Summary report:	
Litera® Change-Pro for Word 10.4.0.0 Document comparison done on 4/2/2020 5:16:55 PM	
Style name: Metro	
Intelligent Table Comparison: Active	
Original DMS: iw://BBSLIBRARY/BBS/28052458/1	
Modified DMS: iw://BBSLIBRARY/BBS/28052458/2	
Changes:	
Add	4
Delete	3
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	7

SUBSTITUTE RESOLUTION NO. RS2020-263

A Resolution authorizing and providing for the financing of the construction of a water facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connection with such financing.

WHEREAS, The Metropolitan Government of Nashville and Davidson County is a public corporation in the State of Tennessee (the "Metropolitan Government"); and

WHEREAS, the Metropolitan Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a water facilities project, Department of Environment and Conservation Number DG8 2020-223 (the "Project"), in and for the Metropolitan Government; and

WHEREAS, Drinking Water Revolving Loan Fund Act of 1997, Tennessee Code Annotated, Sections 68-221-1201 et seq., (the "Act") provide for the lending of funds in the water facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for project loans; and

WHEREAS, the Metropolitan Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to the Act.

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

Section 1. The creation of indebtedness on behalf of the Metropolitan Government in the principal amount of five million dollars (\$5,000,000) by the obtaining of a project loan is hereby approved.

Section 2. The Director of Finance, or his designee, is hereby authorized to execute and deliver the application for a project loan in the principal amount of five million dollars (\$5,000,000) (the "Application"), attached hereto as Exhibit A, for the purpose of funding a portion of the total estimated cost of the Project, which is thirty-two million, four hundred ninety-three thousand dollars (\$32,493,000).

Section 3. The form, terms, and provisions of the agreement for the project loan among the Metropolitan Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as attached hereto in Exhibit B, are hereby approved.

Section 4. The Metropolitan Government hereby agrees to honor and accept the method of financing as may be determined by the Tennessee Local Development Authority pursuant to the Loan Agreement.

Section 5. The Metropolitan Government hereby agrees to make monthly payments on the project loan in accordance with a Payment Schedule, which shall be determined upon substantial completion of the Project and attached to the Loan Agreement. Such monthly payment shall be made in equal installments for a period extending no longer than twenty years from the date of substantial completion of the Project.

Section 6. The Metropolitan Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project loan in accordance with the Loan Agreement. The Metropolitan Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Metropolitan Government assigns and pledges its Unobligated State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Metropolitan Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Metropolitan Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed in the Application.

Section 9. The Metropolitan Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Director of Finance, or his designee, is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Metropolitan Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Metropolitan Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as the Director of Finance, or his designee, may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the Director of Finance, or his designee, to approve any increase in the amount of the Project loan.

Section 11. The Metropolitan Government intends for the Loan Agreement to constitute an additional series of revenue debt obligations issued under the authority of Substitute Resolution No. RS2010-1442, adopted by the Metropolitan County Council on November 16, 2010, as heretofore supplemented and amended (the "Water and Sewer Bond Resolution"), Capitalized terms in the remainder of this Section 11 shall have the meanings ascribed by the Water and Sewer Bond Resolution. As a series of debt obligations issued under the Water and Sewer Bond Resolution, the Loan Agreement will be payable from and secured by the Trust Estate on parity with the Metropolitan Government's outstanding Series 2010 Bonds, Series 2013 Bonds, Series 2017 Bonds, and Series 2020 Bonds. The Loan Agreement shall not constitute an Additionally Secured Series for purposes of the Water and Sewer Bond Resolution. For purpose of the Water and Sewer Bond Resolution, the Metropolitan Government hereby appoints the Director of Finance to serve as the Paying Agent for the Loan Agreement. There shall be no Bond Registrar with respect to the Loan Agreement. The Director of Finance, in consultation with the Metropolitan Department of Law and the Metropolitan Government's bond counsel, is hereby authorized to approve revisions to the form of Loan Agreement regarding (i) the pledge of the Trust Estate and (ii) remedies upon an event of default under the Water and Sewer Bond Resolution, in order to ensure that the terms of the Loan Agreement are consistent with the terms of the Water and Sewer Bond Resolution.

Section 12. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists.

Section 13. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

INTRODUCED BY:

Bob Mendes

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Member(s) of Council

Exhibit A

CHECK ONE

CW8/CG8 _____

DW8/DG8 X

**STATE REVOLVING FUND PROGRAM
APPLICATION FOR PROJECT LOAN**

Tennessee Department of Environment and Conservation
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243-1102
Telephone (615) 532-0445

TO BE FILLED IN BY SRFLP OFFICE:

DG8 2020-223

Project Number

\$5,000,000

Loan Amount

\$0

Amount of Principal Forgiveness

20

Term of Loan in Years

1.36% As of February 10, 2020

Bond Buyer Index Rate and Date

(1.36 X 70%)-(0.30%) = 0.65%

Loan Interest Rate

Date Loan Approved by Department

David W. Salyers, P.E., Commissioner
Department of Environment & Conservation

Metropolitan Government of Nashville and Davidson County

LEGAL NAME OF APPLICANT

1 Public Square

Address

Nashville, TN 37201

City / State and Zip Code

hereby makes application for a project loan to fund the following described activities or tasks concerning a facility (the "Project").

PROJECT DESCRIPTION: GREEN – Distribution System Improvements (Construction of a new 2.5MG 38th Ave Water Storage Tank; upgrades/improvements to the 8th Ave Water Storage Tank; and replacing approximately 14,340 LF of 2-inch thru 8-inch diameter cast iron waterlines with 8-inch diameter waterlines in the 12th Ave S Area.)

The entire scope of the Project is estimated to cost: \$32,493,000
Amount of State Revolving Fund Loan Requested: \$5,000,000
Requested Term of Loan (not to exceed 30 years): 20 Years

PROGRAM LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROGRAM LOANS UNDER THE HEALTH LOAN PROGRAMS OF THE TENNESSEE LOCAL DEVELOPMENT AUTHORITY IS: \$0

PROJECT LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROJECT LOANS UNDER THE STATE REVOLVING LOAN FUND IS: (this application excluded) \$0

MUNICIPALITY: STATE-SHARED TAXES PLEDGED TO PAYMENT OF OUTSTANDING OBLIGATIONS OF THE LOCAL GOVERNMENT UNIT IN ADDITION TO THE PROGRAM LOANS AND PROJECT LOANS LISTED ABOVE:

TYPE OF TAX

- Sales
- Gasoline
- Beer
- TVA Replacement
- Mixed Drink
- Alcoholic Beverage
- Income Tax

AMOUNT OF STATE-SHARED TAXES RECEIVED IN PRIOR FISCAL YEAR OF THE STATE \$114,132,245.

UTILITY DISTRICT/AUTHORITY: A SECURITY DESPOSIT WILL BE REQUIRED IN AN AMOUNT EQUAL TO MADS.

ANTICIPATED MADS: \$ _____.

Kevin Crumbo, Finance Director

Name and Title of Authorized Representative

Signature

Date

Exhibit B

REVOLVING FUND LOAN AGREEMENT FOR TAX REVENUE ENTITIES METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DG8 2020-223

This Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the Metropolitan Government of Nashville and Davidson County (the "Local Government"), which is a Tennessee governmental entity authorized to own, operate, and manage facilities. The purpose of this Agreement is to provide for the financing of all or a portion of a water facility by the Local Government. The Local Government submitted an application for financing on _____, which is hereby incorporated into this Agreement.

- 1. DEFINITIONS.** Unless the context in this Agreement indicates another meaning, the following terms shall have the following meaning:
- (a) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with Tenn. Code Ann. Sections 68-221-1004(a) and 68-221-1204(a), both as amended;
 - (b) **"Agreement"** means this agreement providing financing for the Project from the Fund;
 - (c) **"Facility"** means either a wastewater facility or a water system;
 - (d) **"Fund"** means:
 - (1) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, Tenn. Code Ann. Sections 68-221-1001, et seq., as amended, and rules and regulations promulgated thereunder; or
 - (2) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. Sections 68-221-1201, et seq., as amended, and rules and regulations promulgated thereunder;
 - (e) **"Initiation of Operation"** means the date when all but minor components of the project have been built, all treatment equipment is operational and the Project is capable of functioning as designed and constructed;
 - (f) **"Local Government"** means the governmental entity borrowing under this Agreement described in (1) Tenn. Code Ann. Section 68-221-1003(7), as amended, if a wastewater facility and (2) Tenn. Code Ann. Section 68-221-1203(6), as amended, if a water system;
 - (g) **"Obligations"** means bonds, notes and any other evidence of indebtedness lawfully issued or assumed by the Local Government;

- (h) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Local Government to be financed pursuant to this Agreement;
- (i) **"Project Cost"** means the total amount of funds necessary to complete the Project;
- (j) **"Project Loan"** means the moneys loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Agreement;
- (k) **"Revenues"** means all fees, rents, tolls, rates, rentals, interest earnings, or other charges received or receivable by the Local Government from the water or wastewater system which is the Project, or of which the Project is or will be a component, including any revenues derived or to be derived by the Local Government from a lease, agreement or contract with any other local government, local government instrumentality, the state, or a state or federal agency for the use of or in connection with the system, or all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the Local Government from the operation of the system or arising from the system;
- (l) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- (m) **"State-Shared Taxes"** has the meaning established by Tenn. Code Ann. Section 4-31-102, as amended; and
- (n) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2. PROJECT.

(a) **Description.**

The description of the Project is as described in the application submitted by the Local Government.

(b) **Funding Sources.**

The Local Government estimates the Project Cost to be (\$32,493,000) which is expected to be funded as follows:

(1) Project Loan (less principal forgiveness)	\$5,000,000
(2) Principal Forgiveness	\$0
(3) Local Funds	\$0
(4) Other Funds (DWF 2020-224)	\$27,493,000
 TOTAL	 \$32,493,000

3. LOAN.

(a) **Loan and use of proceeds.**

The State shall lend to the Local Government from moneys available in the Fund an aggregate principal amount not to exceed \$5,000,000 to bear interest as described in (b) below. The

project loan shall be used by the Local Government for completion of the Project and in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Agreement. Interest on the Project loan will begin to accrue upon the first disbursement of the Project loan pursuant to Section 5 of this Agreement.

(b) **Interest rate.**

The rate of interest for this project loan is that rate established by the Authority at the meeting at which this Project loan is approved and stated on the payment schedule which is incorporated into and attached to this Agreement.

(c) **Administrative fee.**

The Authority shall collect a fee equal to 8 basis points of the total project loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

(d) **Payment schedule.**

The Local Government expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

(a) **Payments.**

(1) The Local Government promises to repay to the order of the State the project loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Agreement. The payment schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The payment schedule will require repayments of principal to begin the earlier of:

(A) Within ninety (90) days after Initiation of Operation of the Project for construction loans or within two (2) years of loan approval for planning and design loans; or

(B) Within one hundred twenty (120) days after ninety percent (90%) of the project loan has been disbursed.

(2) Notwithstanding Section 4(a) (1), the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project.

(b) **Reduction.**

The project loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

- (1) Funding not listed in Section 2(b) which subsequently becomes available; or
- (2) The amount actually disbursed by the State to the Local Government pursuant to the Agreement as the project loan.

If any of the conditions set out in Section 4(b)(1) or (b)(2) occur, a new payment schedule reflecting such changes shall be submitted to the Local Government to be attached to this Agreement, superseding any previous schedules.

(c) **Prepayment.**

The Local Government, at its option, may prepay all or any portion of the project loan.

(d) **Principal Forgiven.**

A portion of the original principal amount of the Project loan may be forgiven by the State. The principal forgiven shall be Zero percent 0% of the original principal amount of the project loan, or if the full original amount of the Project loan is not used, then Zero percent 0% of the amount of the project loan actually disbursed. Notwithstanding Section 3, no interest shall accrue on the amount of principal forgiven pursuant to this Section 4(d).

5. DISBURSEMENT OF PROJECT LOAN.

Each request by the Local Government for disbursement of the project loan shall constitute a certification by the Local Government that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the project loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

No more than 90% of the Project loan shall be paid to the Local Government prior to the time: 1) the construction of the Project has been completed, 2) the facilities constituting the Project are in the opinion of the Department in proper operation, and 3) the Project has been approved by the Department. Following approval of the Project by the Department, the remaining 10% of the Project loan may be paid to the Local Government. Provided, however, that if this project loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

6. AMENDMENT.

(a) **Increase in Project Loan.**

If the final project cost is greater than is estimated in Section 2(b), then the project loan may be increased by a subsequent agreement executed by the parties to this Agreement (the amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:

- (1) Amounts in the Fund are authorized and available for such increase;
- (2) The increased project loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
- (3) Such increase in this Project loan does not result in any violation or breach of any contract, resolution, or ordinance of the Local Government.

(b) **Other Amendments and Modifications.**

Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties to this Agreement.

7. REPRESENTATIONS AND COVENANTS OF LOCAL GOVERNMENT.

The Local Government hereby represents, agrees, and covenants with the State as follows:

- (a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, rules, regulations, procedural guidelines, and grant conditions;
- (b) To comply with:
 - (i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and
 - (ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" adopted on September 21, 2016, and as may be amended or revised from time to time, the terms and conditions of which are adopted by reference as if fully set forth herein;
- (c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;
- (d) To provide for the Local Government's share of the cost of the Project;
- (e) To comply with applicable federal requirements including the laws and executive orders listed on Exhibit A to this Agreement;
- (f) To advise the Department before applying for federal or other state assistance for the Project;

- (g) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;
- (h) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;
- (i) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;
- (j) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- (k) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;
- (l) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Agreement;
- (m) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Agreement;
- (n) To receive the approval of the Authority prior to pledging or encumbering the Local Government's State-Shared Taxes; provided that no approval shall be required in order for the Local Government or its Sports Authority to issue up to \$225 million in principal amount of debt obligations to fund the construction of a major league soccer stadium, the payment of which debt obligations will be secured in part by a pledge of state sales taxes diverted to the Local Government pursuant to Tennessee Code Annotated Section 67-6-103 (which constitute State-Shared Taxes); and
- (o) The Local Government is subject to the jurisdiction of the Water and Wastewater Financing Board ("WWFB") established in Tenn. Code Ann. Section 68-221-1008 or of the Utility Management Review Board ("UMRB") created in Tenn. Code Ann. Section 7-82-701 as provided by law. If the Authority, in its sole discretion, determines that the Local Government's obligations under this Agreement have been or may be impaired, the Authority may refer the Local Government to the WWFB or UMRB (each a "Board") as appropriate. In the event of default under this Agreement, the Authority shall refer the Local Government to the Board having jurisdiction over the entity. In such event, the Local Government covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that

the Board propose any and all management, fiscal and/or rate changes necessary to enable the Local Government to fulfill its obligations to the Authority under this Agreement. The Local Government agrees to supply the Board with any information that the Board may request in connection with its analysis of the Local Government's system. The Local Government agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Local Government to fulfill its obligations to the Authority under this Agreement.

8. SECURITY AND DEFAULT.

- (a) As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Agreement. The pledge of users fees and charges to secure the monthly installments due under this Agreement shall be on parity with the pledge in favor of those debt obligations currently issued and outstanding under Resolution No. RS2010-1442 of the Metropolitan County Council, ~~as heretofore supplemented and amended,~~ and any future debt obligations issued thereunder, but only to the extent that such future debt obligations are approved by the Authority. ~~The application of such users fees and charges to the payment of the monthly installments due under this Agreement shall be made in the manner prescribed by Resolution No. RS2010-1442 of the Metropolitan County Council, as heretofore supplemented and amended.~~

As further security for payments due under this Agreement, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. If the Local Government fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within 5 days of such failure and the Authority shall suspend making disbursements as provided in Section 5 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

If the Local Government breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of such breach. The Local Government's failure to cure the breach

within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

- (b) Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies; ~~including without limitation the remedies set forth in the Resolution No. RS2010-1442 of the Metropolitan County Council, as heretofore supplemented and amended.~~ The Local Government shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

9. CONDITIONS PRECEDENT.

This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project loan:

- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- (b) An opinion of the attorney or special counsel to the Local Government to the effect that:
- (1) The Local Government has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
 - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
 - (3) This Agreement is not in conflict in any material way with any contracts, resolutions or ordinances of the Local Government; and
 - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government;
- (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government, as set forth in Paragraph 7(k) above;
- (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and

(e) A representation of the Local Government as to loans and State-Shared Taxes.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Local Government acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. Title 9, Chapter 8.

11. SEVERABILITY.

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.

12. NOTICES.

Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Local Government: Metropolitan Government of Nashville and Davidson County
1 Public Square
Nashville, TN 37201
ATTN: Kevin Crumbo, Finance Director

12. SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

13. EFFECTIVE DATE.

The effective date of this Agreement shall be the date on which the Authority approves this Agreement as indicated below.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: Metropolitan Government of Nashville
and Davidson County

(City)

Signature: _____
Kevin Crumbo, Finance Director

Date: _____

Signature: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

APPROVED AS TO FUNDING:

COMMISSIONER, DEPARTMENT OF ENVIRONMENT AND CONSERVATION

COMMISSIONER OF FINANCE AND ADMINISTRATION

Signature: _____
David W. Salyers, P.E., Commissioner

Date: _____

Signature: _____

Date: _____

LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Copy of the Local Government's Application for Project Loan

Loan Conditions

General Certificate with copies of ordinances/resolution approving Loan Agreement and Rate Structure

Opinion as to Sufficiency of Rates, Fees and Charges and Cost and Completion

Representation as to Loans and State-Shared Taxes

Legal Opinion of Attorney or Special Counsel to Local Government

EXHIBIT A
FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Environmental Justice, Executive Order 12898, 59 Fed. Reg. 7629 (1994), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management) and as further amended by Executive Order 13690, 80 FR 6425 (2015), as amended.

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

Fish and Wildlife Coordination Act, (Pub. L. 85-624, 16 U.S.C. § 661 et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972, (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Intergovernmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Procurement Prohibitions under Section 306 of Clean Air Act, 42 U.S.C. § 7606, and Section 508 of Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Kickbacks from Public Works Employees Prohibited, 18 U.S.C. § 874.

Requirements for Public Work Contractors to Comply with U.S. Dept. of Labor Regulations (Pub. L. 103-322, Title XXXIII, § 330016(1) (K), 40 U.S.C. § 3145), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L. 114-181, 29 U.S.C. § 621, et seq.), as amended.

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Equal Employment Opportunity, Executive Order 11246 (30 Fed. Reg. 12319, 12935 (1965)), Executive Order 11375 (32 Fed. Reg. 14303 (1967)), and Executive Order 13672 (79 Fed. Reg. 42971 (2014)).

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

LOAN CONDITIONS GENERAL LOAN CONDITIONS

The Local Government hereby agrees to comply with the General Loan Conditions and Special Loan Conditions attached to, and made a part of, this Loan Agreement.

1. In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in sub-agreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment.

The following steps must be utilized in soliciting participation:

- a. Include qualified small, Disadvantaged Business Enterprises (DBE) on solicitation lists.
- b. Assure that small, Disadvantaged Business Enterprises (DBE) is solicited.
- c. Divide total project requirement, when economically feasible, into small tasks or quantities to permit maximum participation of small, Disadvantaged Business Enterprises (DBE).
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, Disadvantaged Business Enterprises (DBE).
- e. Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce, as appropriate.
- f. Require construction contractors to solicit Disadvantaged Business Enterprises (DBE) participation utilizing above steps a. through e.
- g. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-2 to any DBE Subcontractor(s) that will participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe the work received from the Prime Contractor, how much the DBE Subcontractor(s) was/were paid, and describe any other concerns of the DBE Subcontractor(s). The DBE Subcontractor(s) will then mail the completed form(s) to the EPA DBE Coordinator; Small and Disadvantaged Business Program; EPA, Region IV; Office of Policy and Management; 61 Forsyth Street, SW; Atlanta, GA 30303-8960.
- h. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-3 to any DBE Subcontractor(s) intending to participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe (1) the intended work to be performed for, and (2) the price of the work submitted to, the Prime Contractor. The DBE Subcontractor(s) will then submit the completed form(s) to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.

- i. Require the Loan Recipient to provide EPA Form 6100-4 to the Prime Contractor for completion. The Prime Contractor will use this form to identify each DBE Subcontractor that will participate in the construction of the project and the estimated dollar amount of each DBE subcontract. The Prime Contractor will then submit the completed form to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
2. The Local Government will comply with the following:
 - a. The Local Government must adhere with the most current Wage Rate (Davis Bacon Act) applicable to the project.
 - b. The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
 - c. The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
 - d. The wage rate information can be obtained at www.wdol.gov/.

3. The Local Government will comply with the following new American Iron and Steel requirements:

H.R.3547, "Consolidated Appropriations Act, 2014," (Appropriations Act) was enacted on January 17, 2014. This law provides appropriations for both Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) for Fiscal Year of 2014, while adding an American Iron and Steel requirement to these already existing programs. H.R. 3547 provides that none of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by Section 1452 of the Safe Drinking water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (EPA) finds that:

- a. applying the American Iron and Steel requirements would be inconsistent with the public interest;
- b. iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

If the Administrator receives a request for a waiver under this section, the Administrator shall make a copy of the request and information concerning the request available to the public and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the

request. The Administrator shall make the request and other information available on the official EPA Internet Web site and by other electronic means.

4. The local government will comply with the following CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.

CFDA Title: Capitalization Grants for Drinking Water State Revolving Funds

CFDA #: 66.468

Research and Development Award: Number

Grant Number: FS98427218

Federal Awarding Agency: Environmental Protection Agency

Confirmations of actual federal funding can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Municipal Audit's Website at <http://www.tn.gov/comptroller>.

At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), number(s), and amount(s).

CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Section 200.501 states, "A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part."

Section 200.512 states, "(1) The audit must be completed and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day."

Section 200.505 states, "In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in §200.338 Remedies for noncompliance."

5. The State of Tennessee and/or The United States Environmental Protection Agency shall have access to the official project files and job site.

SPECIAL LOAN CONDITIONS

The following project schedule is established:

- a. Submission of engineering plans and specifications on or before _____.
- b. Start construction on or before November 15, 2020.*
- c. Initiate operation on or before June 30, 2022.*
- d. Complete construction on or before June 30, 2022.*

*Contingent upon date of SRF Loan award and Metropolitan Government purchasing process.

The State Revolving Fund Loan Program may amend the project schedule above upon written request and for good cause shown.

Failure to adhere to the project schedule established above, or secure an amended project schedule from the State Revolving Fund Loan Program, will constitute a breach of contract pursuant to Division Rule 0400-46-06-.07(10) and may result in loss of principal forgiveness, loss of interest rate reduction or both.

The State Revolving Fund Loan Program may take other such actions as may be necessary relative to breach of contract against a borrower that fails to carry out its obligations under Chapter 0400-46-06 and this loan agreement up to and including cancellation of loan funding.

GENERAL CERTIFICATE

The undersigned, Kevin Crumbo, Finance Director, Metropolitan Government of Nashville and Davidson County, Nashville, Tennessee ("Local Government"), **CERTIFIES** as follows:

- 1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
- 2. The resolution or ordinance of the Local Government duly adopted on (insert date of resolution), a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project loan with the State of Tennessee to finance a project under the Drinking Water Revolving Loan Fund Act of 1997 ("Project") has not been mended, modified, supplemented or rescinded since its date of adoption.
- 3. The resolution or ordinance of the Local Government duly adopted on December 3, 2019, a copy of which is attached, establishing the rate and fee structure for the water system of which the Project is a part has not been amended, modified, supplemented or rescinded since its date of adoption.
- 4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2020.

S-E-A-L

Kevin Crumbo, Finance Director

ATTEST:

Name:

Title:

(PLEASE TYPE ON CITY ATTORNEY'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: Metropolitan Government of Nashville and Davidson County
Loan # DG8 2020-223; GREEN – Distribution System Improvements

Dear Madam/Sir:

I am the City Attorney for the Metropolitan Government of Nashville and Davidson County, Nashville, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$5,000,000.

Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of Metropolitan Nashville furnish you with my opinion as to certain matters. It is my opinion that:

1. The City of Metropolitan Government of Nashville and Davidson County, Nashville, Tennessee, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the City of Metropolitan Nashville, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the City of Metropolitan Government of Nashville and Davidson County, Nashville, Tennessee, a municipality; and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the City of Metropolitan Nashville, Tennessee, a municipality.

Sincerely,

Name, Title
Firm

(PLEASE TYPE ON ENGINEER'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: Metropolitan Government of Nashville and Davidson County
Loan # DG8 2020-223; GREEN – Distribution System Improvements

Dear Madam/Sir:

We are the consulting engineers for the City of the Metropolitan Government of Nashville and Davidson County, Nashville, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$5,000,000 to finance the above referenced project, you have requested that the City of Metropolitan Government of Nashville and Davidson County furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the City of the Metropolitan Government of Nashville and Davidson County are sufficient based on a Rate Study dated (insert date of rate study) to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated project costs are reasonable; and
3. The estimated completion date of the Project will be (insert date project completion date).

Sincerely,

Name, Title
Firm

**REPRESENTATION OF
LOANS AND STATE-SHARED TAXES
FOR TAX REVENUE ENTITIES
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DG8 2020-223**

As security for payments due under a SRF loan agreement, a local government pledges user fees and charges and ad valorem taxes as necessary to meet its obligations under a SRF loan agreement. As an additional security for such payments due, a local government pledges and assigns its unobligated state-shared taxes (SSTs) in an amount equal to maximum annual debt service (MADS) requirements.

1. State-Shared Taxes

The total amount of SSTs, as identified pursuant to Tenn. Code Ann. 4-31-105(c)(2), received by the local government in the prior fiscal year of the State is \$114,132,245.

2. Prior Obligations

(a.) Prior SRF loans which have been funded or approved for which the Local Government has pledged its SSTs are as follows:

Loan Type	Loan #	Base Loan*	Principal Forgiveness*	MADS**
SRF/Sewer				

* If applicable, the original approved amount is adjusted for decreases and approved increases

**MADS is an estimate until final expenses have been determined

The total MADS from section 2(a.) having a lien on SSTs is \$0.

(b.) Other prior obligations which have been funded or approved for which the local government has pledged its SSTs are as follows:

Type of Obligation	Identifying #	Loan Amount	Principal Forgiveness	MADS
QZAB/QSCB				
TLDA/Public Health				
TLDA/Transportation				

The total MADS from section 2(b.) having a lien on SSTs is \$0.

(c.) The total MADS from prior obligations having a lien on SSTs [subsections 2(a)+2(b)] is \$0.

3. Loan Requests

The loan(s) which have been applied for and for which state-shared taxes will be pledged:

Loan Type	Loan #	Anticipated Interest Rate	Base Loan	Principal Forgiveness	Anticipated MADS
SRF/Water	DG8 2020-223	0.65%	\$5,000,000	\$0	\$266,670
SRF/Water	DWF 2020-224	0.95%	\$27,493,000	\$0	\$1,509,917
SRF/Sewer	SRF 2020-446	0.95%	\$11,600,000	\$0	\$637,073

The anticipated total maximum annual pledge of state-shared taxes pursuant to loan request(s) is \$2,413,660.

4. Unobligated SSTs

The amount set forth in section (1) less the total amounts set forth in sections 2 and 3 is \$111,718,585.

The Local government hereby represents the information presented above is accurate and understands that funding for the loan request(s) presented is contingent upon approval by the TLDA.

Duly signed by an authorized representative of the Local Government on this (insert day) day of (insert month), 20XX.

LOCAL GOVERNMENT

BY: _____
Kevin Crumbo, Finance Director

REQUIREMENT FOR REPORT ON DEBT OBLIGATION (FORM CT-0253)

Pursuant to Tenn. Code Ann. § 9-21-151, a Report on Debt Obligation (the "Report") must be prepared for all debt obligations issued or entered into by any public entity and filed with its governing body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee. The purpose of the Report is to provide clear and concise information to members of the governing or legislative body that authorized and is responsible for the debt issued.

Public entities that fail to comply with the requirements of Tenn. Code Ann. § 9-21-151 are not permitted to enter into any further debt obligations until they have complied with the law. A State Revolving Fund (SRF) loan program applicant that is not in compliance with this law should file the Report as soon as possible and provide notification of filing to the SRF loan program so that they may proceed with the loan application. Instructions on how to file the Report are located in the "Debt" category for "Local Finance" on the website of the Tennessee Comptroller of the Treasury.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

The applicant, Metropolitan Government of Nashville and Davidson County, attests that it is in compliance with Tenn. Code Ann. § 9-21-151 for its debt obligations and understands that the Report is required to be filed once the SRF loan has been approved by the Tennessee Local Development Authority and the agreement has been executed by the borrower. The applicant further acknowledges that it may be responsible to perform continuing disclosure undertakings related to SEC Rule 15c2-12. Local governments should always consult bond counsel in order to obtain advice on appropriate disclosures related this rule.

Kevin Crumbo, Finance Director

Date

Summary report:	
Litera® Change-Pro for Word 10.4.0.0 Document comparison done on 4/1/2020 2:09:30 PM	
Style name: Metro	
Intelligent Table Comparison: Active	
Original DMS: iw://BBSLIBRARY/BBS/28046018/1	
Modified DMS: iw://BBSLIBRARY/BBS/28046018/2	
Changes:	
Add	4
Delete	3
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	7

SUBSTITUTE RESOLUTION NO. RS2020-264

A Resolution authorizing and providing for the financing of the construction of a water facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connection with such financing.

WHEREAS, the Metropolitan Government of Nashville and Davidson County is a public corporation in Tennessee (the "Metropolitan Government"); and

WHEREAS, the Metropolitan Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a water facilities project, Department of Environment and Conservation Number DWF 2020-224 (the "Project"), in and for the Metropolitan Government; and

WHEREAS, Drinking Water Revolving Loan Fund Act of 1997, Tennessee Code Annotated, Sections 68-221-1201 et seq., provide for the lending of funds in the water facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for project loans; and

WHEREAS, the Metropolitan Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

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

Section 1. The creation of indebtedness on behalf of the Metropolitan Government in the principal amount of twenty-seven million, four hundred ninety-three thousand dollars (\$27,493,000) by the obtaining of a project loan is hereby approved.

Section 2. The Director of Finance, or his designee, is hereby authorized to execute and deliver the application for a project loan in the principal amount of twenty-seven million, four hundred ninety-three thousand dollars (\$27,493,000) (the "Application"), attached hereto as Exhibit A, for the purpose of funding all or a portion of the total estimated cost of the Project, which is thirty-two million, four hundred ninety-three thousand dollars (\$32,493,000).

Section 3. The form, terms, and provisions of the agreement for the project loan among the Metropolitan Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), attached hereto as Exhibit B, are hereby approved.

Section 4. The Metropolitan Government hereby agrees to honor and accept the method of financing as may be determined by the Tennessee Local Development Authority pursuant to the Loan Agreement.

Section 5. The Metropolitan Government hereby agrees to make monthly payments on the project loan in accordance with a Payment Schedule, which shall be determined upon substantial completion of the Project and attached to the Loan Agreement. Such monthly payment shall be made in equal installments for a period extending no longer than twenty years from the date of substantial completion of the Project.

Section 6. The Metropolitan Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project loan in accordance with the Loan Agreement. The Metropolitan Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Metropolitan Government assigns and pledges its Unobligated State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Metropolitan Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Metropolitan Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed in the Application.

Section 9. The Metropolitan Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Director of Finance, or his designee, is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Metropolitan Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Metropolitan Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as the Director of Finance, or his designee, may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the Director of Finance, or his designee, to approve any increase in the amount of the Project loan.

Section 11. The Metropolitan Government intends for the Loan Agreement to constitute an additional series of revenue debt obligations issued under the authority of Substitute Resolution No. RS2010-1442, adopted by the Metropolitan County Council on November 16, 2010, as heretofore supplemented and amended (the "Water and Sewer Bond Resolution"), Capitalized terms in the remainder of this Section 11 shall have the meanings ascribed by the Water and Sewer Bond Resolution. As a series of debt obligations issued under the Water and Sewer Bond Resolution, the Loan Agreement will be payable from and secured by the Trust Estate on parity with the Metropolitan Government's outstanding Series 2010 Bonds, Series 2013 Bonds, Series 2017 Bonds, and Series 2020 Bonds. The Loan Agreement shall not constitute an Additionally Secured Series for purposes of the Water and Sewer Bond Resolution. For purpose of the Water and Sewer Bond Resolution, the Metropolitan Government hereby appoints the Director of Finance to serve as the Paying Agent for the Loan Agreement. There shall be no Bond Registrar with respect to the Loan Agreement. The Director of Finance, in consultation with the Metropolitan Department of Law and the Metropolitan Government's bond counsel, is hereby authorized to approve revisions to the form of Loan Agreement regarding (i) the pledge of the Trust Estate and (ii) remedies upon an event of default under the Water and Sewer Bond Resolution, in order to ensure that the terms of the Loan Agreement are consistent with the terms of the Water and Sewer Bond Resolution.

Section 12. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists.

Section 13. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

INTRODUCED BY:

Bob Mendes

Member(s) of Council

Exhibit A

CHECK ONE

SRF _____

DWF X _____

**STATE REVOLVING FUND PROGRAM
APPLICATION FOR PROJECT LOAN**

Tennessee Department of Environment and Conservation
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243-1102
Telephone (615) 532-0445

TO BE FILLED IN BY SRFLP OFFICE:

DWF 2020-224

Project Number

\$27,493,000

Loan Amount

\$0

Amount of Principal Forgiveness

20

Term of Loan in Years

1.36% As of February 10, 2020

Bond Buyer Index Rate and Date

(1.36 X 70%)= 0.95%

Loan Interest Rate

Date Loan Approved by Department

David W. Salyers, P.E., Commissioner
Department of Environment & Conservation

Metropolitan Government of Nashville and Davidson County

LEGAL NAME OF APPLICANT

1 Public Square

Address

Nashville, TN 37201

City / State and Zip Code

hereby makes application for a project loan to fund the following described activities or tasks concerning a facility (the "Project").

PROJECT DESCRIPTION: GREEN – Distribution System Improvements (Construction of a new 2.5MG 38th Ave Water Storage Tank; upgrades/improvements to the 8th Ave Water Storage Tank; and replacing approximately 14,340 LF of 2-inch thru 8-inch diameter cast iron waterlines with 8-inch diameter waterlines in the 12th Ave S Area.)

The entire scope of the Project is estimated to cost: \$32,493,000
Amount of State Revolving Fund Loan Requested: \$27,493,000
Requested Term of Loan (not to exceed 30 years): 20 Years

PROGRAM LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROGRAM LOANS UNDER THE HEALTH LOAN PROGRAMS OF THE TENNESSEE LOCAL DEVELOPMENT AUTHORITY IS: \$0

PROJECT LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROJECT LOANS UNDER THE STATE REVOLVING LOAN FUND IS: (this application excluded) \$0

MUNICIPALITY: STATE-SHARED TAXES PLEDGED TO PAYMENT OF OUTSTANDING OBLIGATIONS OF THE LOCAL GOVERNMENT UNIT IN ADDITION TO THE PROGRAM LOANS AND PROJECT LOANS LISTED ABOVE:

TYPE OF TAX

- Sales
- Gasoline
- Beer
- TVA Replacement
- Mixed Drink
- Alcoholic Beverage
- Income Tax

AMOUNT OF STATE-SHARED TAXES RECEIVED IN PRIOR FISCAL YEAR OF THE STATE \$114,132,245.

UTILITY DISTRICT/AUTHORITY: A SECURITY DESPOSIT WILL BE REQUIRED IN AN AMOUNT EQUAL TO MADS.

ANTICIPATED MADS: \$ _____.

Kevin Crumbo, Finance Director

Name and Title of Authorized Representative

Signature

Date

Exhibit B

REVOLVING FUND LOAN AGREEMENT FOR TAX REVENUE ENTITIES METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DWF 2020-224

This Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the Metropolitan Government of Nashville and Davidson County (the "Local Government"), which is a Tennessee governmental entity authorized to own, operate, and manage facilities. The purpose of this Agreement is to provide for the financing of all or a portion of a water facility by the Local Government. The Local Government submitted an application for financing on _____, which is hereby incorporated into this Agreement.

- 1. DEFINITIONS.** Unless the context in this Agreement indicates another meaning, the following terms shall have the following meaning:
- (a) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with Tenn. Code Ann. Sections 68-221-1004(a) and 68-221-1204(a), both as amended;
 - (b) **"Agreement"** means this agreement providing financing for the Project from the Fund;
 - (c) **"Facility"** means either a wastewater facility or a water system;
 - (d) **"Fund"** means:
 - (1) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, Tenn. Code Ann. Sections 68-221-1001, et seq., as amended, and rules and regulations promulgated thereunder; or
 - (2) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. Sections 68-221-1201, et seq., as amended, and rules and regulations promulgated thereunder;
 - (e) **"Initiation of Operation"** means the date when all but minor components of the Project have been built, all treatment equipment is operational and the Project is capable of functioning as designed and constructed;
 - (f) **"Local Government"** means the governmental entity borrowing under this Agreement described in (1) Tenn. Code Ann. Section 68-221-1003(7), as amended, if a wastewater facility and (2) Tenn. Code Ann. Section 68-221-1203(6), as amended, if a water system;
 - (g) **"Obligations"** means bonds, notes and any other evidence of indebtedness lawfully issued or assumed by the Local Government;

- (h) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Local Government to be financed pursuant to this Agreement;
- (i) **"Project Cost"** means the total amount of funds necessary to complete the Project;
- (j) **"Project Loan"** means the moneys loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Agreement;
- (k) **"Revenues"** means all fees, rents, tolls, rates, rentals, interest earnings, or other charges received or receivable by the Local Government from the water or wastewater system which is the Project, or of which the Project is or will be a component, including any revenues derived or to be derived by the Local Government from a lease, agreement or contract with any other local government, local government instrumentality, the state, or a state or federal agency for the use of or in connection with the system, or all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the Local Government from the operation of the system or arising from the system;
- (l) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- (m) **"State-Shared Taxes"** has the meaning established by Tenn. Code Ann. Section 4-31-102, as amended; and
- (n) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2. PROJECT.

(a) **Description.**

The description of the Project is as described in the application submitted by the Local Government.

(b) **Funding Sources.**

The Local Government estimates the Project Cost to be (\$32,493,000) which is expected to be funded as follows:

(1) Project Loan (less principal forgiveness)	\$27,493,000
(2) Principal Forgiveness	\$0
(3) Local Funds	\$0
(4) Other Funds (DG8 2020-223)	<u>\$5,000,000</u>
 TOTAL	 \$32,493,000

3. LOAN.

(a) **Loan and use of proceeds.**

The State shall lend to the Local Government from moneys available in the Fund an aggregate principal amount not to exceed \$27,493,000 to bear interest as described in (b) below. The project loan shall be used by the Local Government for completion of the Project and in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Agreement. Interest on the Project loan will begin to accrue upon the first disbursement of the Project loan pursuant to Section 5 of this Agreement.

(b) **Interest rate.**

The rate of interest for this project loan is that rate established by the Authority at the meeting at which this Project loan is approved and stated on the payment schedule which is incorporated into and attached to this Agreement.

(c) **Administrative fee.**

The Authority shall collect a fee equal to 8 basis points of the total project loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

(d) **Payment schedule.**

The Local Government expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

(a) **Payments.**

(1) The Local Government promises to repay to the order of the State the project loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Agreement. The payment schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The payment schedule will require repayments of principal to begin the earlier of:

(A) Within ninety (90) days after Initiation of Operation of the Project for construction loans or within two (2) years of loan approval for planning and design loans; or

(B) Within one hundred twenty (120) days after ninety percent (90%) of the project loan has been disbursed.

(2) Notwithstanding Section 4(a) (1), the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project.

(b) **Reduction.**

The project loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

- (1) Funding not listed in Section 2(b) which subsequently becomes available; or
- (2) The amount actually disbursed by the State to the Local Government pursuant to the Agreement as the project loan.

If any of the conditions set out in Section 4(b)(1) or (b)(2) occur, a new payment schedule reflecting such changes shall be submitted to the Local Government to be attached to this Agreement, superseding any previous schedules.

(c) **Prepayment.**

The Local Government, at its option, may prepay all or any portion of the project loan.

(d) **Principal Forgiven.**

A portion of the original principal amount of the Project loan may be forgiven by the State. The principal forgiven shall be Zero percent 0% of the original principal amount of the project loan, or if the full original amount of the Project loan is not used, then Zero percent 0% of the amount of the project loan actually disbursed. Notwithstanding Section 3, no interest shall accrue on the amount of principal forgiven pursuant to this Section 4(d).

5. DISBURSEMENT OF PROJECT LOAN.

Each request by the Local Government for disbursement of the project loan shall constitute a certification by the Local Government that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the project loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

No more than 90% of the Project loan shall be paid to the Local Government prior to the time: 1) the construction of the Project has been completed, 2) the facilities constituting the Project are in the opinion of the Department in proper operation, and 3) the Project has been approved by the Department. Following approval of the Project by the Department, the remaining 10% of the Project loan may be paid to the Local Government. Provided, however, that if this project loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

6. AMENDMENT.

(a) **Increase in Project Loan.**

If the final project cost is greater than is estimated in Section 2(b), then the project loan may be increased by a subsequent agreement executed by the parties to this Agreement (the amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:

- (1) Amounts in the Fund are authorized and available for such increase;
- (2) The increased project loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
- (3) Such increase in this Project loan does not result in any violation or breach of any contract, resolution, or ordinance of the Local Government.

(b) **Other Amendments and Modifications.**

Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties to this Agreement.

7. REPRESENTATIONS AND COVENANTS OF LOCAL GOVERNMENT.

The Local Government hereby represents, agrees, and covenants with the State as follows:

- (a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, rules, regulations, procedural guidelines, and grant conditions;
- (b) To comply with:
 - (i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and
 - (ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" adopted on September 21, 2016, and as may be amended or revised from time to time, the terms and conditions of which are adopted by reference as if fully set forth herein;
- (c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;
- (d) To provide for the Local Government's share of the cost of the Project;
- (e) To comply with applicable federal requirements including the laws and executive orders listed on Exhibit A to this Agreement;

- (f) To advise the Department before applying for federal or other state assistance for the Project;
- (g) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;
- (h) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;
- (i) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;
- (j) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- (k) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;
- (l) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Agreement;
- (m) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Agreement;
- (n) To receive the approval of the Authority prior to pledging or encumbering the Local Government's State-Shared Taxes; provided that no approval shall be required in order for the Local Government or its Sports Authority to issue up to \$225 million in principal amount of debt obligations to fund the construction of a major league soccer stadium, the payment of which debt obligations will be secured in part by a pledge of state sales taxes diverted to the Local Government pursuant to Tennessee Code Annotated Section 67-6-103 (which constitute State-Shared Taxes); and
- (o) The Local Government is subject to the jurisdiction of the Water and Wastewater Financing Board ("WWFB") established in Tenn. Code Ann. Section 68-221-1008 or of the Utility Management Review Board ("UMRB") created in Tenn. Code Ann. Section 7-82-701 as provided by law. If the Authority, in its sole discretion, determines that the Local Government's obligations under this Agreement have been or may be impaired, the Authority may refer the Local Government to the WWFB or UMRB (each a "Board") as appropriate. In the event of default under this Agreement, the Authority shall refer the Local Government to the Board

having jurisdiction over the entity. In such event, the Local Government covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Local Government to fulfill its obligations to the Authority under this Agreement. The Local Government agrees to supply the Board with any information that the Board may request in connection with its analysis of the Local Government's system. The Local Government agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Local Government to fulfill its obligations to the Authority under this Agreement.

8. SECURITY AND DEFAULT.

- (a) As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Agreement. The pledge of users fees and charges to secure the monthly installments due under this Agreement shall be on parity with the pledge in favor of those debt obligations currently issued and outstanding under Resolution No. RS2010-1442 of the Metropolitan County Council, ~~as heretofore supplemented and amended,~~ and any future debt obligations issued thereunder, but only to the extent that such future debt obligations are approved by the Authority. ~~The application of such users fees and charges to the payment of the monthly installments due under this Agreement shall be made in the manner prescribed by Resolution No. RS2010-1442 of the Metropolitan County Council, as heretofore supplemented and amended.~~

As further security for payments due under this Agreement, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. If the Local Government fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within 5 days of such failure and the Authority shall suspend making disbursements as provided in Section 5 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

If the Local Government breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of such breach. The Local Government's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

- (b) Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies, ~~including without limitation the remedies set forth in the Resolution No. RS2010-1442 of the Metropolitan County Council, as heretofore supplemented and amended.~~ The Local Government shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

9. CONDITIONS PRECEDENT.

This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project loan:

- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- (b) An opinion of the attorney or special counsel to the Local Government to the effect that:
- (1) The Local Government has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
 - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
 - (3) This Agreement is not in conflict in any material way with any contracts, resolutions or ordinances of the Local Government; and
 - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government;
- (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government, as set forth in Paragraph 7(k) above;

- (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
- (e) A representation of the Local Government as to loans and State-Shared Taxes.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Local Government acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. Title 9, Chapter 8.

11. SEVERABILITY.

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.

12. NOTICES.

Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Local Government: Metropolitan Government of Nashville and Davidson County
1 Public Square
Nashville, TN 37201
ATTN: Kevin Crumbo, Finance Director

12. SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

13. EFFECTIVE DATE.

The effective date of this Agreement shall be the date on which the Authority approves this Agreement as indicated below.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: Metropolitan Government of Nashville
and Davidson County

(City)

Signature: _____
Kevin Crumbo, Finance Director

Date: _____

Signature: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

Signature: _____

Signature: _____

Date: _____

Date: _____

LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Copy of the Local Government's Application for Project Loan

Loan Conditions

General Certificate with copies of ordinances/resolution approving Loan Agreement and Rate Structure

Opinion as to Sufficiency of Rates, Fees and Charges and Cost and Completion

Representation as to Loans and State-Shared Taxes

Legal Opinion of Attorney or Special Counsel to Local Government

EXHIBIT A
FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Environmental Justice, Executive Order 12898, 59 Fed. Reg. 7629 (1994), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management) and as further amended by Executive Order 13690, 80 FR 6425 (2015), as amended.

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

Fish and Wildlife Coordination Act, (Pub. L. 85-624, 16 U.S.C. § 661 et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972, (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Intergovernmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Procurement Prohibitions under Section 306 of Clean Air Act, 42 U.S.C. § 7606, and Section 508 of Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Kickbacks from Public Works Employees Prohibited, 18 U.S.C. § 874.

Requirements for Public Work Contractors to Comply with U.S. Dept. of Labor Regulations (Pub. L. 103-322, Title XXXIII, § 330016(1) (K), 40 U.S.C. § 3145), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L. 114-181, 29 U.S.C. § 621, et seq.), as amended.

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Equal Employment Opportunity, Executive Order 11246 (30 Fed. Reg. 12319, 12935 (1965)), Executive Order 11375 (32 Fed. Reg. 14303 (1967)), and Executive Order 13672 (79 Fed. Reg. 42971 (2014)).

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

LOAN CONDITIONS GENERAL LOAN CONDITIONS

The Local Government hereby agrees to comply with the General Loan Conditions and Special Loan Conditions attached to, and made a part of, this Loan Agreement.

1. In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in sub-agreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment.

The following steps must be utilized in soliciting participation:

- a. Include qualified small, Disadvantaged Business Enterprises (DBE) on solicitation lists.
- b. Assure that small, Disadvantaged Business Enterprises (DBE) is solicited.
- c. Divide total project requirement, when economically feasible, into small tasks or quantities to permit maximum participation of small, Disadvantaged Business Enterprises (DBE).
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, Disadvantaged Business Enterprises (DBE).
- e. Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce, as appropriate.
- f. Require construction contractors to solicit Disadvantaged Business Enterprises (DBE) participation utilizing above steps a. through e.
- g. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-2 to any DBE Subcontractor(s) that will participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe the work received from the Prime Contractor, how much the DBE Subcontractor(s) was/were paid, and describe any other concerns of the DBE Subcontractor(s). The DBE Subcontractor(s) will then mail the completed form(s) to the EPA DBE Coordinator; Small and Disadvantaged Business Program; EPA, Region IV; Office of Policy and Management; 61 Forsyth Street, SW; Atlanta, GA 30303-8960.
- h. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-3 to any DBE Subcontractor(s) intending to participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe (1) the intended work to be performed for, and (2) the price of the work submitted to, the Prime Contractor. The DBE Subcontractor(s) will then submit the completed form(s) to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.

- i. Require the Loan Recipient to provide EPA Form 6100-4 to the Prime Contractor for completion. The Prime Contractor will use this form to identify each DBE Subcontractor that will participate in the construction of the project and the estimated dollar amount of each DBE subcontract. The Prime Contractor will then submit the completed form to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
2. The Local Government will comply with the following:
 - a. The Local Government must adhere with the most current Wage Rate (Davis Bacon Act) applicable to the project.
 - b. The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
 - c. The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
 - d. The wage rate information can be obtained at www.wdol.gov/.
3. The Local Government will comply with the following new American Iron and Steel requirements:

H.R.3547, "Consolidated Appropriations Act, 2014," (Appropriations Act) was enacted on January 17, 2014. This law provides appropriations for both Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) for Fiscal Year of 2014, while adding an American Iron and Steel requirement to these already existing programs. H.R. 3547 provides that none of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by Section 1452 of the Safe Drinking water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (EPA) finds that:

- a. applying the American Iron and Steel requirements would be inconsistent with the public interest;
- b. iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

If the Administrator receives a request for a waiver under this section, the Administrator shall make a copy of the request and information concerning the request available to the public and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the

request. The Administrator shall make the request and other information available on the official EPA Internet Web site and by other electronic means.

4. The local government will comply with the following CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.

CFDA Title: Capitalization Grants for Drinking Water State Revolving Funds

CFDA #: 66.468

Research and Development Award: Number

Grant Number: FS98427218

Federal Awarding Agency: Environmental Protection Agency

Confirmations of actual federal funding can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Municipal Audit's Website at <http://www.tn.gov/comptroller>.

At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), number(s), and amount(s).

CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Section 200.501 states, "A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part."

Section 200.512 states, "(1) The audit must be completed and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day."

Section 200.505 states, "In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in §200.338 Remedies for noncompliance."

5. The State of Tennessee and/or The United States Environmental Protection Agency shall have access to the official project files and job site.

SPECIAL LOAN CONDITIONS

The following project schedule is established:

- a. Submission of engineering plans and specifications on or before _____.
- b. Start construction on or before November 15, 2020.*
- c. Initiate operation on or before June 30, 2022.*
- d. Complete construction on or before June 30, 2022.*

*Contingent upon date of SRF Loan award and Metropolitan Government purchasing process.

The State Revolving Fund Loan Program may amend the project schedule above upon written request and for good cause shown.

Failure to adhere to the project schedule established above, or secure an amended project schedule from the State Revolving Fund Loan Program, will constitute a breach of contract pursuant to Division Rule 0400-46-06-.07(10) and may result in loss of principal forgiveness, loss of interest rate reduction or both.

The State Revolving Fund Loan Program may take other such actions as may be necessary relative to breach of contract against a borrower that fails to carry out its obligations under Chapter 0400-46-06 and this loan agreement up to and including cancellation of loan funding.

GENERAL CERTIFICATE

The undersigned, Kevin Crumbo, Finance Director of Metropolitan Government of Nashville and Davidson County, Tennessee ("Local Government"), **CERTIFIES** as follows:

- 1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
- 2. The resolution or ordinance of the Local Government duly adopted on (insert date of resolution), a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project loan with the State of Tennessee to finance a project under the Drinking Water Revolving Loan Fund Act of 1997 ("Project") has not been mended, modified, supplemented or rescinded since its date of adoption.
- 3. The resolution or ordinance of the Local Government duly adopted on December 3, 2019, a copy of which is attached, establishing the rate and fee structure for the water system of which the Project is a part has not been amended, modified, supplemented or rescinded since its date of adoption.
- 4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2020.

S-E-A-L

Kevin Crumbo, Finance Director

ATTEST:

Name:

Title:

(PLEASE TYPE ON CITY ATTORNEY'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: Metropolitan Government of Nashville and Davidson County
Loan # DWF 2020-224; GREEN – Distribution System Improvements

Dear Madam/Sir:

I am the City Attorney for Metropolitan Government of Nashville and Davidson County, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$27,493,000.

Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of Metropolitan Government of Nashville and Davidson County furnish you with my opinion as to certain matters. It is my opinion that:

1. The City of Metropolitan Government of Nashville and Davidson County, Tennessee, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the City of Metropolitan Government of Nashville and Davidson County, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the City of Metropolitan Government of Nashville and Davidson County, Tennessee, a municipality; and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the City of Metropolitan Government of Nashville and Davidson County, Tennessee, a municipality.

Sincerely,

Name, Title
Firm

(PLEASE TYPE ON ENGINEER'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: Metropolitan Government of Nashville and Davidson County
Loan # DWF 2020-224 GREEN – Distribution System Improvements

Dear Madam/Sir:

We are the consulting engineers for the City of Metropolitan Government of Nashville and Davidson County, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$27,493,000 to finance the above referenced project, you have requested that the City of Metropolitan Government of Nashville and Davidson County furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the City are sufficient based on a Rate Study dated (insert date of rate study) to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated project costs are reasonable; and
3. The estimated completion date of the Project will be (insert date project completion date).

Sincerely,

Name, Title
Firm

**REPRESENTATION OF
LOANS AND STATE-SHARED TAXES
FOR TAX REVENUE ENTITIES
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DWF 2020-224**

As security for payments due under a SRF loan agreement, a local government pledges user fees and charges and ad valorem taxes as necessary to meet its obligations under a SRF loan agreement. As an additional security for such payments due, a local government pledges and assigns its unobligated state-shared taxes (SSTs) in an amount equal to maximum annual debt service (MADS) requirements.

1. State-Shared Taxes

The total amount of SSTs, as identified pursuant to Tenn. Code Ann. 4-31-105(c)(2), received by the local government in the prior fiscal year of the State is \$114,132,245.

2. Prior Obligations

(a.) Prior SRF loans which have been funded or approved for which the Local Government has pledged its SSTs are as follows:

Loan Type	Loan #	Base Loan*	Principal Forgiveness*	MADS**
SRF/Sewer				

* If applicable, the original approved amount is adjusted for decreases and approved increases

**MADS is an estimate until final expenses have been determined

The total MADS from section 2(a.) having a lien on SSTs is \$0.

(b.) Other prior obligations which have been funded or approved for which the local government has pledged its SSTs are as follows:

Type of Obligation	Identifying #	Loan Amount	Principal Forgiveness	MADS
QZAB/QSCB				
TLDA/Public Health				
TLDA/Transportation				

The total MADS from section 2(b.) having a lien on SSTs is \$0.

(c.) The total MADS from prior obligations having a lien on SSTs [subsections 2(a)+2(b)] is \$0.

3. Loan Requests

The loan(s) which have been applied for and for which state-shared taxes will be pledged:

Loan Type	Loan #	Anticipated Interest Rate	Base Loan	Principal Forgiveness	Anticipated MADS
SRF/Water	DWF 2020-224	0.95%	\$27,493,000	\$0	\$1,509,917
SRF/Water	DG8 2020-223	0.65%	\$5,000,000	\$0	\$266,670
SRF/Sewer	SRF 2020-446	0.95%	\$11,600,000	\$0	\$637,073

The anticipated total maximum annual pledge of state-shared taxes pursuant to loan request(s) is \$2,413,660.

4. Unobligated SSTs

The amount set forth in section (1) less the total amounts set forth in sections 2 and 3 is \$111,718,585.

The Local government hereby represents the information presented above is accurate and understands that funding for the loan request(s) presented is contingent upon approval by the TLDA.

Duly signed by an authorized representative of the Local Government on this (insert day) day of (insert month), 20XX.

LOCAL GOVERNMENT

BY: _____
Kevin Crumbo, Finance Director

REQUIREMENT FOR REPORT ON DEBT OBLIGATION (FORM CT-0253)

Pursuant to Tenn. Code Ann. § 9-21-151, a Report on Debt Obligation (the "Report") must be prepared for all debt obligations issued or entered into by any public entity and filed with its governing body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee. The purpose of the Report is to provide clear and concise information to members of the governing or legislative body that authorized and is responsible for the debt issued.

Public entities that fail to comply with the requirements of Tenn. Code Ann. § 9-21-151 are not permitted to enter into any further debt obligations until they have complied with the law. A State Revolving Fund (SRF) loan program applicant that is not in compliance with this law should file the Report as soon as possible and provide notification of filing to the SRF loan program so that they may proceed with the loan application. Instructions on how to file the Report are located in the "Debt" category for "Local Finance" on the website of the Tennessee Comptroller of the Treasury.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

The applicant, Metropolitan Government of Nashville and Davidson County, attests that it is in compliance with Tenn. Code Ann. § 9-21-151 for its debt obligations and understands that the Report is required to be filed once the SRF loan has been approved by the Tennessee Local Development Authority and the agreement has been executed by the borrower. The applicant further acknowledges that it may be responsible to perform continuing disclosure undertakings related to SEC Rule 15c2-12. Local governments should always consult bond counsel in order to obtain advice on appropriate disclosures related this rule.

Kevin Crumbo, Finance Director

Date

Summary report:	
Litera® Change-Pro for Word 10.4.0.0 Document comparison done on 4/2/2020 5:12:13 PM	
Style name: Metro	
Intelligent Table Comparison: Active	
Original DMS: iw://BBSLIBRARY/BBS/28052416/1	
Modified DMS: iw://BBSLIBRARY/BBS/28052416/2	
Changes:	
Add	4
Delete	3
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	7

Resolution No. _____

A resolution approving amendment one to a grant appropriation from the State of Tennessee, Department of Human Services, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, for a community services block grant to provide a range of services designed to assist low-income and homeless individuals achieve self-sufficiency.

WHEREAS, the Metropolitan Action Commission received \$1,339,100.00 from the State of Tennessee, Department of Human Services, which was appropriated in FY2020; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant appropriation by \$329,099.38 for a new total of \$1,668,199.38 and change the end date to September 30, 2021, a copy of which amendment one is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be appropriated to the Metropolitan Action Commission.

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

Section 1. That amendment one to the grant appropriation by and between the State of Tennessee, Department of Human Services, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, for a community services block grant to provide a range of services designed to assist low-income and homeless individuals achieve self-sufficiency, a copy of which amendment one is attached hereto and incorporated herein, is approved, and the Metropolitan Mayor is authorized to execute the same.

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

APPROVED AS TO AVAILABILITY
OF FUNDS:

INTRODUCED BY:

Kevin Crumbo, Director
Department of Finance

Bob Mendes

APPROVED AS TO FORM AND
LEGALITY:

Member(s) of Council

Assistant Metropolitan Attorney

**AMENDMENT ONE
OF GRANT CONTRACT Z20-49110**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Metropolitan Action Commission, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B. is deleted in its entirety and replaced with the following:
 - B. This Grant Contract shall be effective on October 1, 2019 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term") until September 30, 2021. The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
2. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one million, six hundred sixty-eight thousand, one hundred ninety-nine dollars and thirty-eight cents. (\$1,668,199.38) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
3. Grant Contract section D.8. is deleted in its entirety and replaced with the following:
 - D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ave Trotter, CSBG Program Director
Department of Human Services
505 Deaderick Street
Nashville, TN 37243
Ave.O.Trotter@tn.gov
Telephone (615) 741-7419

The Grantee:

Dr. Cynthia Croom, Executive Director
Metropolitan Action Commission
800 2nd Avenue North
Nashville, TN 37201
Email Address: cynthia.croom@nashville.gov
Telephone # 615-862-8860 ext. 70104
FAX # 615-862-8886

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- 4. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective April 8, 2020. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METROPOLITAN ACTION COMMISSION:



DR. CYNTHIA CROOM, EXECUTIVE DIRECTOR 3/30/20
DATE

DEPARTMENT OF HUMAN SERVICES:

DANIELLE BARNES, COMMISSIONER DATE

**SIGNATURE PAGE FOR
COMMUNITY SERVICES BLOCK GRANT FY20
AMENDMENT #1**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

(SEE PREVIOUS PAGE)

Cynthia Croom, Ed.D., Executive Director
Metropolitan Action Commission

Date

DocuSigned by:

D.C.S.
Laveria C. Steele, Ed.D., Chair
Metropolitan Action Commission

3/30/2020

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

4/1/2020

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb
B.C. Cobb, Director of Insurance

4/1/2020

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Neki Eke
Metropolitan Attorney

4/1/2020

Date

John Cooper, Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

GRANTEE: Metro Action Commission				
PROGRAM NAME: CSBG				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	BEGINNING: October 1, 2019	ENDING: September 30, 2021		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$885,500.00	\$0.00	\$885,500.00
2	Benefits & Taxes	\$199,000.00	\$0.00	\$199,000.00
4, 15	Professional Fees, Grant & Awards ²	\$2,400.00	\$0.00	\$2,400.00
5	Supplies	\$13,444.38	\$0.00	\$13,444.38
6	Telephone	\$1,000.00	\$0.00	\$1,000.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$3,000.00	\$0.00	\$3,000.00
10	Printing & Publications	\$1,800.00	\$0.00	\$1,800.00
11, 12	Travel, Conferences & Meetings	\$19,700.00	\$0.00	\$19,700.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$5,000.00	\$0.00	\$5,000.00
16	Specific Assistance to Individuals	\$299,797.00	\$0.00	\$299,797.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$237,358.00	\$0.00	\$237,358.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,668,199.38	\$0.00	\$1,668,199.38

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy03.pdf>).

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

ATTACHMENT A (continued)
GRANT BUDGET LINE-ITEM DETAIL
(GRANT BUDGET PAGE 2)

PROFESSIONAL FEES, GRANT, & AWARD	AMOUNT
Community Needs Assessment, Strategic Planning, Agency Capacity Building	\$2,400.00
TOTAL	\$2,400.00

JOHN COOPER
METROPOLITAN MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Cynthia L. Croom, Ed.D.
Executive Director

METROPOLITAN ACTION COMMISSION
800 2nd Avenue North, Nashville, Tennessee 37201
P.O. Box 196300, Nashville, TN 37219-6300
Phone (615) 862-8860 / Fax (615) 862-8881
www.nashville.gov/mac

March 30, 2020

Vice Mayor Jim Shulman
and Members of Metropolitan Council
Metropolitan Council
One Public Square, Suite 204
P. O. Box 196300
Nashville, TN. 37219-6300

Dear Vice Mayor Shulman and Members of Metropolitan Council:

I am writing to respectfully request a late file motion on behalf of the Community Programs department of the Metropolitan Action Commission to continue assisting customers with rent and mortgage assistance as well as other needed services.

With the impact of the Tornado and Covid19 on the city's most vulnerable, we are quickly depleting our funds for rent and mortgage assistance. Late last week, the State of Tennessee Department of Human Services sent an amendment to our CSBG grant contract awarding us an additional \$329,099.38 in funding. This additional funding is needed as we are seeing a huge influx of requests for rent and mortgage assistance resulting from citizens' loss of income from both the tornado and Covid-19. Approval of the CSBG Amendment #1 late file motion will enable us to more quickly assist our Davidson County residents who are struggling during this very difficult time.

Your consideration of this request is greatly appreciated and would allow us to continue to assist those residents in our city most in need of help. If you have any additional questions, please do not hesitate to contact me.

Sincerely,


Cynthia Croom



The community action agency for Nashville and Davidson County

Breaking the cycle of poverty in our community – one child, one person, one family at a time.



SUBSTITUTE ORDINANCE NO. BL2020-197

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

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

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

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

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

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

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

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

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

INTRODUCED BY:

Tanaka Vercher
Member of Council

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

Council District 28

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

Council District 29

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

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

Council District 32

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

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-223

Mr. President –

I hereby move to amend Ordinance No. BL2020-223 by amending Section 1 to deleting proposed Section 7.16.110, Subsection H.2 in its entirety and replacing it with the following:

2. The ~~Department of Law~~ applicant shall notify the councilmember for the district in which the applicant establishment is located in writing within five business days from the date the application is filed requesting the waiver of distance requirements.

SPONSORED BY:

Kathleen Murphy
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-224

Mr. President –

I hereby move to amend Ordinance No. BL2020-224 by deleting Section 1 in its entirety and substituting in lieu thereof the following:

Section 1. That Chapter 11.22 of the Metropolitan Code is hereby amended to create a new Section 11.22.020 as follows:

11.22.020 – Required notice for sale of property.

Landlords must provide a minimum of 90 days' written notice to tenants prior to ~~closing on a sale of the leased premises listing the leased premises for sale.~~ The landlord must notify tenants within five days of a binding sale agreement of the closing date and the anticipated date by which the tenants must vacate the premises, which shall be no less than 30 days from the date of notice of the closing date.

SPONSORED BY:

Gloria Hausser
Member of Council

AMENDMENT NO. 1
TO
ORDINANCE NO. BL2019-109

Mr. President:

I move to amend BL2019-109 as follows:

1. By deleting Section 2, proposed Section 12.62.020.C.17 and substituting the following:

17. The potential operator's ability to provide the Metropolitan Government with ~~real-time~~ anonymized and aggregated location data sharing and open data information regarding SUMD locations, ridership, aggregated (5 trip minimum) SUMD traffic patterns, and other data.

2. By adding the following two sentences at the end of Section 2, proposed Section 12.62.020.D:

Notwithstanding the above or any conflicting provision in the Metropolitan Code, the MTLC shall not amend the regulations without providing a draft of each proposed regulation to all operators and the public two weeks prior to the MTLC's consideration of the amendment. The MTLC is directed to establish publicly available privacy principles and a summary of its implemented data security measures under those principles to ensure the protection of all data collection as a result of the RFP and through the SUMD program.

INTRODUCED BY:

Freddie O'Connell
Member of Council

AMENDMENT NO. 2
TO
ORDINANCE NO. BL2019-109

Mr. President:

I move to amend BL2019-109 as follows:

1. By amending Section 2 by deleting subsection D of section 12.62.20 and substituting the following:
D. The MTLC is directed to enact regulations it deems necessary for the safe and efficient operation of a SUMD fleet to govern (i) the interim period of reduced SUMD fleet operation in Nashville and Davidson County, as well as (ii) the period after an operator has been selected pursuant to the RFP process outlined above. In addition to such regulations, the MTLC shall be authorized to establish additional fees it determines as reasonable and necessary to carry out and enforce this ordinance. The MTLC shall be further authorized to establish and impose a limit upon the number of permitted operators, to the extent allowed by law, provided such limitation is deemed to be within the public interest. The regulations previously adopted by the MTLC on August 7, 2019, and amendments thereto, pursuant to the authority given to the MTLC in Substitute Ordinance No. BL2019-1658 to enact regulations, are acknowledged to be consistent with the above and shall remain in force until and unless the MTLC amends them.

INTRODUCED BY:

Freddie O'Connell
Member of Council

AMENDMENT NO. 3

TO

ORDINANCE NO. BL2019-109

Mr. President:

I move to amend Ordinance No. BL2019-109 by amending Section 2 by adding the following new subsection F. to Section 12.62.020:

"F. Notwithstanding any other provision of this section to the contrary, the following shall apply from and after this effective date of this subsection:

1. Exclusion zones. No SUMDs shall be permitted within the following areas, providing that operation of SUMDs is permitted on 5th Avenue:
 - a. Exclusion Zone 1 includes the area bordered by and including 2nd Avenue to the east, Church Street to the north, Demonbreun Street to the south, and 7th Avenue to the west.
 - b. Exclusion Zone 2 includes 12th Avenue South from Division Street to Demonbreun Street and 11th Avenue South from its intersection with 12th Avenue South to Demonbreun Street
2. SUMD permit holders (and potential operators) shall use geofencing or other means of technology to prohibit the operation of SUMDs within the above Exclusion Zones.
3. SUMD permit holders (and potential operators) shall provide adequate parking and/or docking areas as determined by the MTLIC along the borders of the above Exclusion Zones. No parking of SUMDs shall be permitted within the Exclusion Zones. All SUMDs shall be programed to remain active if parked within the above Exclusion Zones, meaning that a SUMD rider's session is not ended and the rider will continue to be charged the standard per minute charge if parked within an Exclusion Zone."

INTRODUCED BY:

Bob Nash
Member of Council

AMENDMENT NO. 4
TO
ORDINANCE NO. BL2019-109

Mr. President –

I hereby move to amend Ordinance No. BL2019-109 as follows:

I. By adding the following as a new Section 3:

Section 3. That Chapter 12.62 is further amended by creating a new Section 12.62.030 as follows:

12.62.030 Specific Application to Bicycles and Electric Bicycles

- A. The MTLC shall utilize the requirements of the RFP to encourage the provision of bicycles and electric bicycles ("e-bikes") by SUMD operators.
- B. The RFP shall also select up to two contractors to operate bicycles and/or e-bikes in addition to operators for other SUMDs. These contractors will be chosen through the same RFP process and may also be chosen to provide other SUMDs in addition to bicycles and/or e-bikes.
- C. The contractors will be approved initially for a minimum of 250 bicycles and/or e-bikes and a maximum of 500. Future increases will be approved by the MTLC based upon reasonable and objective criteria as developed by the MTLC. Such increases shall be considered separately from regulation of other SUMDs.
- D. Bicycles and/or e-bikes allowed under this provision must include a locking mechanism to secure the unit when not in use. The SUMD operator must ensure through software or other means that all bicycles and/or e-bikes are secured and locked before ending any charges to a user. The MTLC is given authority to enforce this provision as necessary including but not limited to monetary fines and/or temporary reduction in fleet size.
- E. All e-bikes provided by SUMD operators shall be "pedal assist" as defined and required in the standards for a Class 1 electric bicycle in Tennessee Code Annotated § 55-8-301.
- F. Metro Government and the MTLC shall regulate, to the extent possible, bicycles and e-bikes consistent with current state and Metro law for all bicycles and e-bikes including, but not limited to, Tennessee Code Annotated § 55-8-171 et seq. and Tennessee Code Annotated § 55-8-301 et seq.
- G. The MTLC is given authority to regulate and control bicycles or e-bikes separately from other SUMDs when appropriate to meet these goals. The commission may exempt bicycles and/or e-bikes from any requirements preventing or restricting use in certain locations as necessary and appropriate consistent with state and local law.

II. By renumbering the final Section as "Section 4".

SPONSORED BY:

Zach Young
Member of Council

SUBSTITUTE ORDINANCE NO. BL2019-61

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R8 to ~~RM15-A~~ RM15-A-NS zoning for properties located at 2127 and 2129 Cliff Drive, approximately 570 feet southeast of Buena Vista Pike (0.40 acres), all of which is described herein (Proposal No. 2019Z-099PR-001).

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

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

By changing from R8 to ~~RM15-A~~ RM15-A-NS zoning for properties located at 2127 and 2129 Cliff Drive, approximately 570 feet southeast of Buena Vista Pike (0.40 acres), being Property Parcel Nos. 092, 093 as designated on Map 070-13 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

INTRODUCED BY:

Councilmember Kyonzté Toombs

2019Z-099PR-001
Map 070-13, Parcel(s) 092-093
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity District 02
(Toombs)
Application fee paid by: Robert E Hudson

A request to rezone from R8 to ~~RM15-A~~ RM15-A-NS zoning for properties located at 2127 and 2129 Cliff Drive, approximately 570 feet southeast of Buena Vista Pike (0.40 acres), requested by Robert Hudson, applicant; Robert Hudson, Arthur S. Yokley Sr. and Arthur S. Yokley Jr., owners.



AMENDMENT NO. 1
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President:

I move to amend Substitute Ordinance No. BL2019-78 as follows:

1. By add the following subsection iii to Section 1, proposed Section 17.16.070.U.1.d:
iii. Notwithstanding subsection U.1.d.i, the distance requirement shall not apply to properties in the DTC.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. 2
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2019-78 by deleting Section 2 in its entirety and replacing it with the following:

Section 2. This Ordinance shall take effect ~~from and after its passage~~ January 1, 2021, and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Sharon Hurt
Member of Council

AMENDMENT NO. 3
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2019-78 by deleting Section 2 in its entirety and replacing it with the following:

Section 2. This Ordinance shall take effect ~~from and after its passage~~ January 1, 2022, and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Brett Withers

Burkley Allen
Members of Council

AMENDMENT NO. 4
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2019-78, Section 1, proposed Section 17.16.070.U.1.d by adding a new subsection iii as follows:

iii. This subsection U.1.d shall not apply to the following:

A. Parcels fronting an “arterial-boulevard”, as designated in the major and collector street plan.

B. Parcels that are not adjacent to two or more residentially zoned parcels.

SPONSORED BY:

Brett Withers
Member of Council

AMENDMENT NO. 5

TO

SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2019-78 by deleting Section 1 in its entirety and replacing it with the following:

Section 1. That Section 17.16.070 of the Metropolitan Code, the Zoning Ordinance for the Metropolitan Government of Nashville and Davidson County, is hereby amended by adding the following provisions as subsection U.1.d:

“d. Minimum distance requirements

i. No new STRP permit shall be issued to an applicant whose location is less than one hundred feet from ~~a religious institution~~, a school or its playground, a park, or a licensed day care center or its playground. Distances shall be measured in a straight line from the parcel line of the property for which a STRP is sought to the closest point of the parcel line of the property on which the ~~religious institution~~, school or its playground, park, or licensed daycare center or its playground is located.

ii. Notwithstanding subsection U.1.d.i of this section, a STRP permit applicant may be exempt from the minimum distance requirements set forth herein upon the adoption of a resolution, after a public hearing, by the metropolitan council receiving 21 affirmative votes approving the exemption of the STRP unit from said minimum distance requirements. The department of codes administration shall notify the councilmember for the district in which the applicant unit is located in writing within five business days from the date the application is filed requesting the waiver of distance requirements. The public hearing required by this subsection shall be conducted by the council at a regular meeting of the council. Public notification of the hearing shall be conducted pursuant to the public notification requirements for amendments to the official zoning map in accordance with Article XV of Chapter 17.40 of the metropolitan code, provided that notice by mail shall be sent to all property owners within 600 feet of the unit seeking the exemption from the minimum distance requirements not later than 14 days prior to the scheduled public hearing on the resolution. Further, a public notice sign meeting the general requirements of Section 17.40.730 of the metropolitan code shall be posted on the property of the applicant seeking the exemption from the minimum distance requirements at least 14 days prior to the scheduled public hearing. The costs for the public notification requirements shall be paid by the applicant. The applicant shall coordinate the scheduling of the public hearing with the metropolitan clerk's office prior to the filing of the resolution for purposes of including the date and time of the public hearing in the public notice to be mailed.”

SPONSORED BY:

Brett Withers
Member of Council

SUBSTITUTE ORDINANCE NO. BL2020-117

An Ordinance to amend Section 17.20.040 of the Metropolitan Code of Laws relative to parking requirements on multimodal corridors (Proposal No. 2020Z-004TX-001).

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

Section 1. That Section 17.20.040 of the Metropolitan Code is hereby amended by adding the following new Subsection G:

G. Within the Urban Zoning Overlay, no parking shall be required for uses located on multimodal corridors, as designated in the major and collector street plan. This exemption applies only to uses located on a lot or parcel having a majority of its frontage on the multimodal corridor.

Section 2. That this Ordinance shall take effect immediately after its passage and that 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:

Colby Sledge

Freddie O'Connell
Members of Council

SUBSTITUTE ORDINANCE NO. BL2020-134

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R8 to ~~RM20-A~~ RM20-A-NS zoning for properties located at 910 Youngs Lane and Youngs Lane (unnumbered), at the southern terminus of Roy Street (1.64 acres), all of which is described herein (Proposal No. 2019Z-168PR-001).

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

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

By changing from R8 to ~~RM20-A~~ RM20-A-NS zoning for properties located at 910 Youngs Lane and Youngs Lane (unnumbered), at the southern terminus of Roy Street (1.64 acres), being Property Parcel Nos. 103, 112 as designated on Map 070-07 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

INTRODUCED BY:

Councilmember Kyonzté Toombs

2019Z-168PR-001
Map 070-07, Parcel(s) 103, 112
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: Arnold Homes, LLC

A request to rezone from R8 to RM20-A RM20-A-NS zoning for properties located at 910 Youngs Lane and Youngs Lane (unnumbered), at the southern terminus of Roy Street (1.64 acres), requested by Arnold Homes LLC, applicant and owner.



SUBSTITUTE ORDINANCE NO. BL2020-141

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R8 to ~~RM20-A~~ SP zoning for properties located at 1012 and 1014 West Trinity Lane, approximately 350 feet west of Old Buena Vista Road (1.96 acres), all of which is described herein (Proposal No. 2019Z-040PR-001).

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

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

By changing from RS10 to ~~RM20-A~~ SP zoning for properties located at 1012 and 1014 West Trinity Lane, approximately 350 feet west of Old Buena Vista Road (1.96 acres), being Property Parcel Nos. 016, 018 as designated on Map 070-07 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 uses of this SP shall be limited to all uses permitted by the RM9-A zoning district with the exception that the Short Term Rental Property – Not Owner Occupied use shall be prohibited.

Section 3. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. This property shall not be eligible for not owner occupied short-term rental property (STRP) permits under Chapter 17.16 of the Metropolitan Code of Laws. Term Rental Property (STRP) – Not Owner Occupied uses shall be prohibited.
2. The requirements of the Metro Fire Marshal’s Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

Section 4. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 5. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee, based upon final architectural, engineering, or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increases the permitted density or floor area, adds uses not otherwise permitted, eliminates specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or adds vehicular access points not currently present or approved.

Section 6. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations, and requirements of RM20-A zoning districts as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 2 7. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Kyonzté Toombs

2019Z-040PR-001
Map 070-07, Parcel(s) 016, 018
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity District 02
(Toombs)
Application fee paid by: Jared M.

A request to rezone from R8 to RM20-A SP zoning for properties located at 1012 and 1014 West Trinity Lane, approximately 350 feet west of Old Buena Vista Road (1.96 acres), requested by Clint Elliott Survey, applicant; Clint Elliot & James Mikolinski; and Choice City Homes, LLC., owners.

