



Metropolitan Council

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

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

SUBSTITUTE ORDINANCE NO. BL2020-233

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to MUN-A-NS zoning for properties located at Birch Avenue (unnumbered) and 103 Fern Avenue, at the northeast corner of Birch Avenue and Fern Avenue (0.57 acres), all of which is described herein (Proposal No. 2019Z-090PR-001).

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

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

By changing from RS5 to MUN-A-NS zoning for properties located at Birch Avenue (unnumbered) and 103 Fern Avenue, at the northeast corner of Birch Avenue and Fern Avenue (0.57 acres), being Property Parcel Nos. 019, 020 as designated on Map 071-14 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

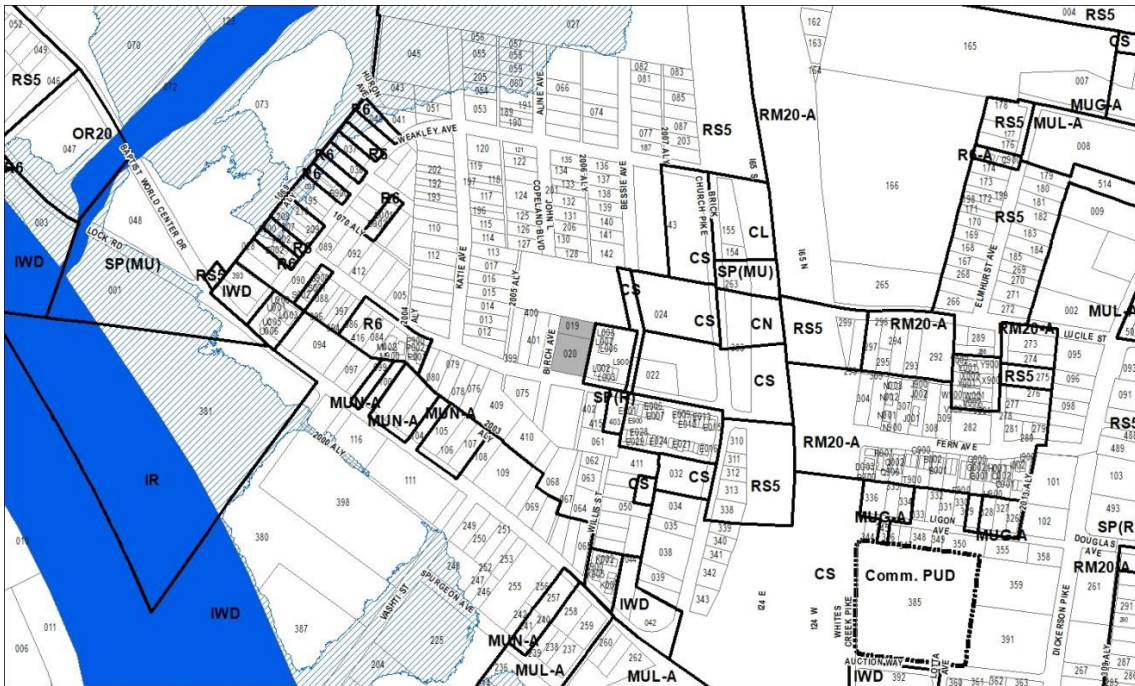
Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Kyonzté Toombs

2019Z-090PR-001
Map 071-14, Parcel(s) 019-020
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity District 02
(Hastings)
Application fee paid by: Wamble & Associates, PLLC

A request to rezone from RS5 to MUN-A-NS zoning for properties located at Birch Avenue (unnumbered) and 103 Fern Avenue, at the northeast corner of Birch Avenue and Fern Avenue (0.57 acres), requested by Duane Cuthbertson, applicant; Troy A. Fields and Stephen T. Hannah, owners.



SUBSTITUTE ORDINANCE NO. BL2020-315

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from CL and RS7.5 to RM20-A-NS zoning for properties located at 2206, 2210 and 2214 Monticello Drive, at the southwest corner of Monticello Drive and Avondale Circle (0.61 acres), all of which is described herein (Proposal No. 2019Z-111PR-001).

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

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

By changing from CL and RS7.5 to RM20-A-NS zoning for properties located at 2206, 2210 and 2214 Monticello Drive, at the southwest corner of Monticello Drive and Avondale Circle (0.61 acres., being Property Parcel No. 153 as designated on Map 071-01 and Property Parcel No. 242-243 as designated on Map 071-05 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

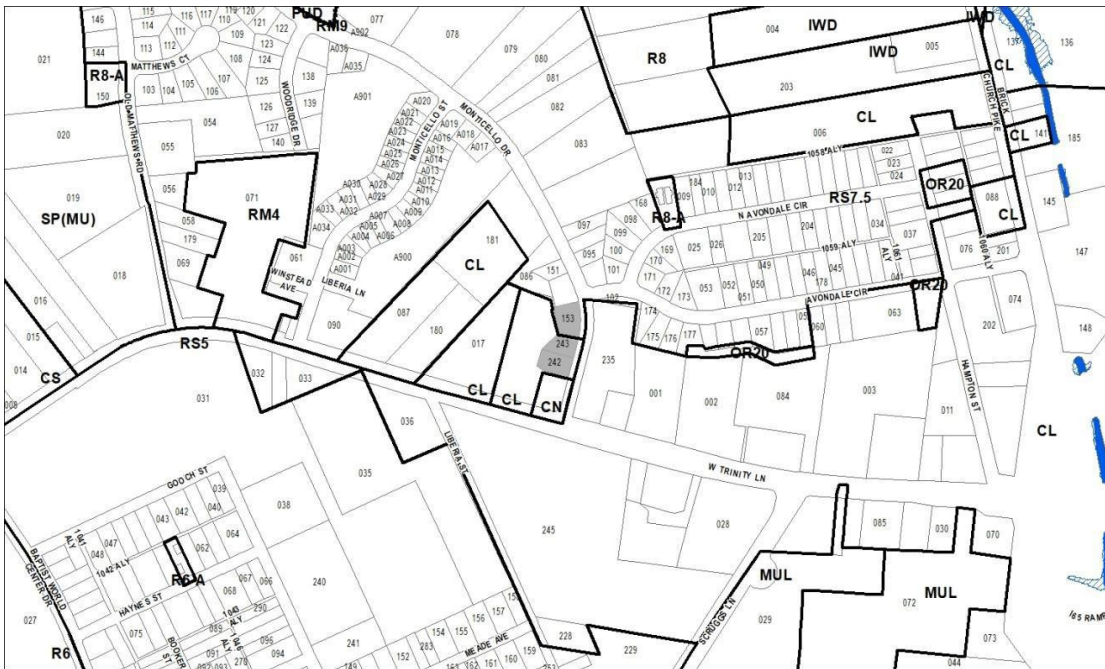
Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Kyonzté Toombs

2019Z-111PR-001
Map 071-01, Parcel(s) 153
Map 071-05, Parcel(s) 242-243
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity District
02 (Toombs)
Application fee paid by: Cream City Development-45

A request to rezone from CL and RS7.5 to RM20-A-NS zoning for properties located at 2206, 2210 and 2214 Monticello Drive, at the southwest corner of Monticello Drive and Avondale Circle (0.61 acres), requested by Cream City Developments, applicant; Josh Hellmer, owner.



AMENDMENT NO. _____
TO
RESOLUTION NO. RS2020-402

Mr. President –

I move to amend Resolution No. RS2029-402 as follows:

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

Section 1. The grant contract by and between The Metropolitan Government of Nashville and Davidson County and The Equity Alliance to provide a community needs assessment related to federal coronavirus relief funding, ~~attached hereto and incorporated herein,~~ attached hereto and incorporated herein, is hereby authorized and approved.

INTRODUCED BY:

Bob Mendes
Member of Council, At-Large

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Equity Alliance, Contract # _____

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
THE EQUITY ALLIANCE**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and The Equity Alliance, ("Recipient"), is for the provision of a COVID-19 Needs Assessment, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the funds to:

Use a grassroots approach to conduct a community needs assessment that reports on how vulnerable communities are most impacted by COVID-19 based on needs in Davidson County

Who We Are

The Equity Alliance proactively advocates for African Americans and other communities of color to have a fair and just opportunity at realizing the American dream. We are a Nashville-based 501(c)3 nonpartisan, non-profit organization that seeks to equip citizens with tools and strategies to engage in the civic process and empower them to take action on issues affecting their daily lives.

Purpose of the CARES Act Needs Assessment

The community needs assessment will be to provide data to inform the COVID-19 Financial Oversight Committee proposed in the Metropolitan Council of Nashville and Davidson County's budget ordinance on the greatest needs in our most vulnerable communities via a 4-week rapid ground-level outreach and data-gathering exercise. The purpose of this survey would be to inform where the federal CARES Act funding can make the most difference in these communities. The survey will be conducted in partnership with local civic groups, nonprofit organizations, faith-based institutions, and subject matter experts and researchers. The city would also lend to The Equity Alliance in partnership with the capabilities and insights from Metro departments such as Public Health, Social Services, Metro Action Commission, Metro Public Schools, Family Safety, and Metro Development & Housing Authority.

Objectives

- Determine the health and health care needs of minority communities impacted by the COVID-19 Pandemic in the Metropolitan Davidson County area.
- Identify economic and social impacts of the COVID-19 Pandemic on minority communities in Davidson County
- Provide actionable data analysis to demonstrate areas of greatest need, vulnerable populations, and opportunities for impact to mitigate negative outcomes for minority communities.
- Provide a comprehensive comparison of performance of similarly sized metropolitan areas and communities.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Equity Alliance, Contract # _____

Scope of the Project

The scope of the needs assessment will aim to target data collection from:

- Vulnerable populations, such as:
- Underrepresented communities of color
- People experiencing homelessness
- Residents who we don't have good phone information on or those that we won't be able to reach well on digital
- Minority-owned small businesses
- Top 12 zip codes with highest cases of COVID-19 in Davidson County, TN

Timeframe

The project will begin immediately, and initial data collection will commence during a 4-week program, spanning July 8 - August 3, 2020.

Outcomes & Deliverables

Comprehensive Findings Report

The Equity Alliance will provide a comprehensive final findings report summarizing data associated with study objectives. The Equity Alliance will develop a community needs assessment that reports on how vulnerable communities are most impacted by COVID-19 based on needs in Davidson County. The Equity Alliance will prepare and produce a report that provides analysis of where and how vulnerable communities in Nashville are being disproportionately affected by the COVID-19 pandemic - economically and otherwise - and what the best recommendations are for financial assistance from the CARES funding that would help the community and economy recover that meet the guidelines of eligible expenditures under the Coronavirus Relief Fund guidance as provided by U.S. Treasury. As the pandemic, economic, social and political landscape continues to evolve, the needs arising out of this assessment may change as well. The Equity Alliance will aim to conduct ongoing follow-up assessments to determine if funding priorities need to shift during the CARES Act funding disbursement period.

With a total universe of **62,496** doors in the top 12 zip codes with the highest number of COVID-19 cases, our goal is to obtain a 5% response rate for a total survey sample of **3,124** respondents.

What Success Looks Like

The Equity Alliance will aim to:

- Collect statistically significant and reliable survey/polling data
- Collect data from a variety of methods: online/digital (multiple channels) and offline (field canvassing, phones, relational peer-to-peer organizing, partners groups, etc.)
- Reach residents with limited digital access and understand their method for communication and funds disbursement.
- Develop a culturally competent survey in multiple languages
- Develop appropriate framework for needs assessment questions on COVID-19 to best inform recommendations on how to distribute CARES funding.
- Integrate questions to measure COVID's impact on one's ability to participate in democratic civic action (census, voter registration, voting).

Methodology & Tactics of Survey/Polling Data Collection

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1. Digital/Social: We are interested in digital/social media polling/surveying that both produce statistically significant data for our report while also acquiring emails. We are interested in eliciting responses from within the community and then scaling the strongest performing digital content.
2. Partner Organizations:
 - a. Email to Network: We want to provide a unique link to partner organizations to assist us in collecting survey/poll responses from the communities they serve and the ability to segment this data later.
 - b. Relational Organizing: We would like to integrate survey collection into the relational organizing conversations that are happening anyway utilizing digital CRM tools. As people take the survey and email, they are sent an email they can forward to their own network to take the survey too, helping grow the reach of the survey responses via relational organizing.

We want to also aggregate digital surveys/polls with survey responses collected from doors, phones, mail, and paid media:

1. Doors: We are interested in managing a COVID-sensitive door program with contracts hired at \$15/hour to conduct door-to-door surveys.
 2. Phone: We are interested in managing paid cell and landline phone surveys that can be combined with digital responses.
 3. Mail: We are interested in sending a direct mail piece that can complement the other tactics and help reach people not reached through digital outreach, phones and doors.
 4. Radio: Radio ads designed to drive people to take the survey via shortcode texting program or visit the website on black and Spanish-language radio stations.
 5. Peer-to-Peer Texting: We will target contactable cells in Davidson County via SMS mobile messaging service.
 6. Broadcast Texting: Integrated into paid media ads, large scale field events (protests/rallies). The goal is to offer a keyword and shortcode to take the survey.
 7. CRM (EveryAction): Data will be collected into The Equity Alliance's EveryAction and State Voices VAN accounts.
- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Equity Alliance, Contract # _____

- B.1. **Grant Contract Term.** The term of this Grant will be approximately six (6) months, commencing on July 8, 2020 and ending on December 30, 2020. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Five hundred thousand dollars (\$500,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than quarterly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services by November 30, 2020. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Division of Grants Coordination (DGC), within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

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- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Subcontracting.** The Recipient may not assign this Grant Contract without obtaining the prior written approval of Metro. The Recipient may enter into a subcontract for any of the services performed under this Grant Contract with notice to Metro. Subcontracts shall contain the provisions of Section D.14 requiring the subcontractor to indemnify Metro. Notwithstanding any use of subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro

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or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Final Program Report.** The Recipient must submit a Final Program Report, to be received by Metro's Division of Grants Coordination (DGC), within 45 [forty-five] days of the end of the Grant Contract. Said report must detail the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.15. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Equity Alliance, Contract # _____

- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may

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result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

- D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Kristin Wilson
Office of the Mayor
1 Public Square, Suite 100
Nashville, TN 37201
(615) 862-6000 phone

Recipient

Mrs. Charlane Oliver, Co-Executive Director
The Equity Alliance
P.O. Box 331821
Nashville, TN 37203
615-492-0061

- D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.25. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

RECIPIENT: The Equity Alliance

By: *Cheryl Ann [Signature]*

Title: Co-Executive Director

By: _____
Mayor

APPROVED AS TO AVAILABILITY OF
FUNDS:

Sworn to and subscribed to before me a Notary
Public, this 2 day
of July, 2020

[Signature]
Director of Finance



Notary Public

APPROVED AS TO FORM AND
LEGALITY

Margaret O. Darby
Metropolitan Attorney

Shawn Reed

My Commission expires 10/2/2023 .

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk



ATTACHMENT 1: Budget / Grant Spending Plan

Program Costs	\$126,000
Project Management	\$40,000
Community Outreach Program	
-Business Outreach	\$18,000
-Faith Outreach	\$8,000
-Homelessness Outreach	\$8,000
-Black Outreach	\$8,000
-Hispanic Outreach	\$8,000
-Data Analysis	\$20,000
Payroll Taxes & Fees	\$8,000
Printing	\$3,000
Software & Technology	\$5,000
Social Impact Research	\$349,000
Polling	\$23,000
Partner Incentive Stipends	\$100,000
Digital Advertising	\$20,000
Mail	\$30,000
Phone	\$5,000
Door-to-Door Canvassing	\$134,000
Radio	\$5,000
Mobile SMS Messaging	\$20,000
Keyword Broadcast Texting	\$12,000
Indirect Costs	\$25,000
TOTAL	\$500,000

RESOLUTION NO. RS2020-____

A Resolution urging the construction industry to improve working conditions to all workers and to not hire employees under the age of eighteen until working conditions are made safer.

WHEREAS, on June 23, 2020, sixteen year old Gustavo Enrique Ramirez died tragically after falling from scaffolding on a construction site in Nashville; and

WHEREAS, while an investigation by the Tennessee Occupational Safety and Health Administration is ongoing, initial reports indicate that Ramirez was not wearing a safety harness before he fell approximately 120 feet; and

WHEREAS, safe working conditions are imperative for all workers, and especially for minors, and steps should be taken to correct the issues that allowed for this tragedy to occur; and

WHEREAS, the construction industry should no longer outsource work to avoid accountability and liability, such as using subcontractors or requiring workers to be independent contractors. In no case should a minor working on a construction site be classified as an independent contractor; and

WHEREAS, if safe working conditions cannot be provided for minors, the construction industry should only hire employees over the age of eighteen and employees that have been properly trained to be on construction sites.

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

Section 1. That the Metropolitan County Council goes on record as urging the construction industry to improve working conditions to all workers and to not hire employees under the age of eighteen until working conditions are made safer.

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

SPONSORED BY:

Joy Styles

Sharon Hurt

Russ Bradford

Emily Benedict

Jennifer Gamble

Freddie O'Connell
Members of Council

Larry Hagar
Members of Council

Kyonzté Toombs

Erin Evans

Gloria Hausser

Sandra Sepulveda

Ginny Welsch
Members of Council

Members of Council

RESOLUTION NO. _____

A resolution approving a Cooperative Agreement with the United States Department of Agriculture – National Resources Conservation Service to stabilize the stream banks along Whites Creek on Old Hickory Boulevard in Davidson County. (MWS Project No. 5109 EWP)

WHEREAS, The United States Department of Agriculture - National Resources Conservation Service (“NRCS”) has offered the Metropolitan Government an agreement to stabilize the stream banks along Whites Creek on Old Hickory Boulevard in Davidson County, Tennessee; and,

WHEREAS, NRCS and the Metropolitan Government want to participate in the joint funding of the \$47,685.00 project to stabilize the stream banks at a fixed cost to the Metropolitan Government not to exceed \$11,921.25.00, as set forth in Exhibit 1; and,

WHEREAS, it is in the best interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved.

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

Section 1. That the Cooperative Agreement by and between the United States Department of the Agriculture – National Resources Conservation Service and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, to stabilize the stream banks along Whites Creek on Old Hickory Boulevard in Davidson County, as attached hereto and incorporated herein, is hereby approved, and the Director of Water and Sewerage Services Department is authorized to execute the same.

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

RECOMMENDED BY:

DocuSigned by:

Jim Snyder

940F9D555EBA48E...

Scott A. Potter, Director
Water and Sewerage Services

INTRODUCED BY:

Jennifer Darble

Council Member(s)

APPROVED AS TO THE
AVAILABILITY OF FUNDS:
Fund #: 67431

DS

tl

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

Sara Ladd

E355FC378EF2427...

Assistant Metropolitan Attorney



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR204741XXXXC018	2. Amendment Number	3. Award /Project Period Date of final signature - 11/21/2020	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 675 U.S. Courthouse, 801 Broadway Nashville, TN 37203		6. Recipient Organization (Name and Address) NASHVILLE & DAVIDSON COUNTY METROPO LITAN GOVERNMENT OF NASHVILLE, CITY OF P.O. BOX 196300 NASHVILLE TN 37219-6300 DUNS: 078217668 EIN:	
7. NRCS Program Contact Name: Marcus Miller Phone: (615) 277-2561 Email: alton.miller@tn.usda.gov	8. NRCS Administrative Contact Name: CASSANDRA HAYES Phone:816-823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact Name:Josh Hayes Phone:615-880-2420 Email:Joshua.hayes@nashville.gov	10. Recipient Administrative Contact Name:Josh Hayes Phone:615-880-2420 Email:Joshua.hayes@nashville.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name:Josh Hayes Phone:615-880-2420 Email:Joshua.hayes@nashville.gov
15. Project Title/ Description: Streambank stabilization for DSR 5109-001 Whites Creek Sewer Line in Davidson County, TN. ezFG ID: 6000014293			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$35,763.75	\$11,921.25	
Additional funds total	\$0.00	\$0.00	
Grand total	\$35,763.75	\$11,921.25	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$35,763.75	Other	\$0.00
Total Direct Cost	\$35,763.75	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$11,921.25
		Total Federal Funds Awarded	\$35,763.75
		Total Approved Budget	\$47,685.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Sheldon Hightower State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Scott Potter Director Metro Water Serv/ Stormwtr	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide financial assistance and technical assistance services (design and inspection) to Nashville & Davidson County, Metropolitan Government of, hereinafter referred to as the "Sponsor", for EWP Project # 5109 in Nashville, TN for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The objective of this agreement is to provide both financial assistance funding as well as technical assistance services (design, plans and specifications development, and construction inspection) to the Sponsor to implement EWP project measures to remove watershed impairments caused by the December 2019 storm event that created imminent hazards to life and property. Implementation of the EWP project measures will be through the substantial use of the Sponsor's forces of labor and equipment. The individual Damage Survey Report (DSR) defines the site location, type of work planned, and pre-design estimated construction costs as described here:

- DSR 5109-001 Whites Creek Sewer Line – construct rock riprap revetment to stabilize eroded stream bank and protect sewer line - \$47,685.00 Total Estimated Construction Cost.

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$47,685.00

The budget includes:

Construction Costs (75% NRCS \$35,763.75 + 25% Sponsor \$11,921.25): \$47,685.00

2. NRCS pays up to 75 percent of total eligible construction costs, and Sponsor pays 25 percent of total construction costs.

3. Construction costs are associated with construction activities which are on-the-ground construction costs, and include, but are not limited to, the installation of the project measures including labor, equipment and materials. Completed on the ground construction shall comply with the requirements of the NRCS State Conservation Engineer provided plans and specifications.

4. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any non-cash services or in-kind contribution (labor, materials, and equipment) shall be agreed to in writing prior to implementation in the form of a Plan of Operations (PO). The PO describes the planned activities, the hourly rate of labor and the hourly rate of equipment to be used in reimbursement computations. Material costs and rental equipment reimbursement costs will be actual costs as documented by receipts.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by performing the work with their own forces in accordance with the NRCS State Conservation Engineer approved and provided plans and specifications and the NRCS concurred Plan of Operations. The Plan of Operations will describe the construction services (materials, labor, and/or equipment) to be performed including estimated quantities and values, list the labor personnel with hourly rates including all fringe benefits and employment costs, and list the equipment with hourly rates. The Plan of Operations shall be submitted to NRCS for review and approval prior to commencement of construction. Updated or pen and ink changed Plan of Operations shall be submitted as necessary when changes are needed to the listed labor, equipment, etc. Under force account agreements providing only financial assistance funding, reimbursement for administrative clerk time is prohibited. Reimbursement for equipment mechanic time is prohibited as such time is already included in the equipment reimbursement rate.

2. The equipment listing used to develop the Plan of Operations will describe the sponsor owned equipment in detail such as unit number, year, make, model, size, ton rating, engineer horsepower, axle configuration, and other details and accessories as necessary to allow a search in equipment references. Sponsor owned equipment rates shall be actual rates determined by the Sponsor when a cost maintenance program is used. In the case where no cost maintenance program is available for Sponsor owned equipment, the reimbursement rate shall be the "internal charge rate" published in the Cost Reference Guide by Equipment Watch.

3. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

4. Be responsible to perform the required work with reasonable efficiencies for labor and equipment inputs as established in the Plan of Operations. All work will be performed within industry standards as determined by NRCS for production rates based on labor and equipment inputs. In the event work is performed at an unacceptable efficiency level, the Sponsor will assume all costs for the percentage of work found by NRCS not to conform to reasonably efficient prosecution of the work.

5. Employ competent people to carry out the work.

6. Maintain all equipment used in constructing the EWP project measures in good operating condition without cost to NRCS. Equipment shall be operated safely at all times.

7. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

8. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement. Mitigation for adverse impacts of recovery measures may be eligible for cost share as described in the EWP Program Manual Part 511.6.H provided such mitigation costs are evaluated, approved, and funded by the National EWP Program Manager. Provide copies of all required environmental and construction permits to NRCS as soon as received and prior to construction.

9. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

10. Provide the agreed-to portion of the actual, eligible and approved construction cost. Final construction items that are eligible construction costs will be agreed upon in the Plan of Operations. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

11. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS State Conservation Engineer approved and provided plans and specifications.

12. Ensure that acquisitions are not awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

13. Submit a SF-270, "Request for Advance or Reimbursement" to the Government Representative (GR) with all documentation to support the request. The GR will certify and send the documentation to the Program Manager/ Technical Contact. Final payment request shall be submitted as soon as possible but not longer than 90 calendar days after completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

14. The following documentation is required to support the Sponsor's SF-270 request for reimbursement of actual, eligible, and approved construction costs and in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures and should include quantity calculations, material weight tickets, etc.
- c. Daily time records for each employee showing name, classification, hourly wage rate, hours and dates actually employed, including overtime when used, for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate (from NRCS concurred Plan of

Operations), actual hours of operation and dates used to install the eligible EWP project measures. Equipment standby and idle time are not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

15. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

16. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS as soon as received and prior to construction.

17. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs. Such costs do not qualify as a Sponsor cost-share contribution. Compliance with the TN 811 Call System is required prior to and during construction where ground disturbance activities are accomplished.

18. Ensure that the EWP project measures are constructed in compliance with the NRCS State Conservation Engineer approved and provided plans and specifications as interpreted by the NRCS Government Representative (GR) and the NRCS Program/Technical Contact (PTC). The Sponsor shall promptly take corrective actions as necessary to bring non-compliant work back into compliance with the NRCS State Conservation Engineer approved and provided plans and specifications. The GR and the Construction Inspector (CI) will be responsible for inspecting, evaluating, and documenting construction compliance or non-compliance with the NRCS State Conservation Engineer approved and provided plans and specifications and reporting their findings to the Sponsor. The Sponsor shall provide the GR with progress reports as necessary and on the agreed to dates documenting technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, agreement contractual issues and other relevant information.

19. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

20. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Assist the GR and CI in developing the as-built plans to ensure all field changes are documented.

21. Complete the project measures in compliance with the NRCS State Engineer approved and provided plans and specifications. The Sponsor shall provide adequate quality control to ensure compliance regardless of whether or not the NRCS GR or CI are on the job.

22. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

23. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

24. Indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

25. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

26. Be liable to the NRCS for damages sustained by the NRCS as a result of the personnel and contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the personnel and contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

27. Submit a written request along with sufficient justification to the NRCS State Conservationist to extend the term of the agreement at least 45 calendar days prior to the expiration date of the agreement and include a detailed description of circumstances that created the need for the extension. Only in extra ordinary circumstances, as concurred by NRCS, will and extension of performance time be considered. The Sponsor must be vigilant in tracking the expiration date(s) of the agreement and subsequent amendments because once an agreement expires it cannot be extended.

28. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

29. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

30. Submit payment requests to ezFedGrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Review, comment and concur with the Plan of Operations (PO), and Operations and Maintenance (O&M) Plan & Agreement. Execute an O&M Plan and Agreement with the Sponsor.

2. Assist Sponsor in establishing design parameters; determine eligible construction costs; assist the Sponsor with questions and interpretations of the NRCS State Conservation Engineer approved and provided plans and specifications; not be substantially involved with the technical or contractual administration of this agreement.

3. Will design the project measures and provide the NRCS State Conservation Engineer approved and provided plans and specifications to the Sponsor for their use in completing the work. Revisions to the plans and specifications will be made when and if modifications become necessary.

4. Designate a Program/Technical Contact, a Government Representative (GR), and a Construction Inspector (CI) to serve as liaisons with the Sponsor on programmatic and agreement, construction, and inspection matters, respectfully. Their identities and contact information will be provided with this executed agreement.

5. Make periodic or continuous construction inspection site visits during the installation of the EWP project measures to review construction progress, document conformance to NRCS State Conservation Engineer approved engineering plans and specifications and provide any necessary clarification on the Sponsor's responsibility. The intensity of construction inspection will be as specified by the NRCS Quality Assurance Plan and/or the NRCS State Conservation Engineer based on the importance of the item being constructed and the availability of personnel. NRCS will clarify any questions concerning the plans and specifications and provide any necessary clarification.

6. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met. NRCS will participate in a final inspection site visit as quickly as possible contingent upon personnel availability, weather, etc.

7. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

8. Generate as-built drawings and quantities, as applicable, for the project. A copy of the as-built drawings will be provided to the Sponsor for documentation.

C. MUTUALLY AGREED

1 The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

3. Except for item 2. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

4. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

5. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

6. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS in digital format where applicable.

1. Ensure that any acquisitions are procured in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

2. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans needed, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to installation of the EWP project measures. Modifications to the plans and specifications shall NOT be allowed before obtaining a review and approval by the NRCS State Conservation Engineer. Revised approved plans and specifications will be issued by NRCS and shall replace prior versions.

3. Permit documents.

4. Generate and maintain an updated and NRCS concurred Plan of Operations.

5. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan and Agreement prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M activities for the life span of the installed conservation practice. The GR will provide basic O&M template documents for the Sponsor to edit.

6. Arrange for and participate in final inspection of completed project with NRCS to determine whether all work has been performed in accordance with approved the NRCS approved and provided plans and specifications and Plan of Operations.

7. Signed copy of SF-270 with appropriate supporting documentation. NRCS GR or PTC will provide a template spreadsheet for computing the financial assistance reimbursement amount.

8. Progress reports, financial and accrual reports, SF-425, etc. as required by the agreement or terms and conditions.

Resources Required

No other resources required other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Generate Plan of Operations and obtain NRCS concurrence prior to construction start. Promptly provide NRCS with a detailed equipment listing for rate determination.
2. Acquire needed real property rights and permits prior to construction start. Provide NRCS copies of the permit documents.
3. Urgently pursue and complete construction well before expiration of performance time.
4. Request and conduct a final inspection. Satisfactorily address any punch list items.
5. Complete invoice computations promptly to determine if there is a need for an amendment. Request any needed amendment to the cooperative agreement at least 45 days prior to the expiration of the period of performance.
6. Invoice for reimbursement of FA funds.
7. Assist NRCS with completion of the as-built drawings/quantities to ensure accuracy.
8. Provide SF-425, final progress report and other closeout documents and complete activities.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.— When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

National Resources Conservation Service
Cooperative Agreement to stabilize stream banks along along Whites Creek on Old Hickory
Boulevard in Davidson County.

This Agreement shall not be binding upon the Local Agency until it has been signed by all
necessary parties; and approved, accepted, and/or ratified by a proper ordinance or resolution of
the Metropolitan Council and filed in the Office of the Metropolitan Clerk.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their
respective authorized officials as of the date written below.

Recommended by:

DocuSigned by:

Jim Snyder

6/29/2020

940F9D555EBA48E...

Scott Potter, Director

Date

Water & Sewer Department

Approved as to Availability of Funds:

DocuSigned by:

Kevin Crumbo

6/29/2020

6ACD297069E14E9...

Kevin Crumbo, Director

Date

Department of Finance

Approved as to Risk and Insurance:

DocuSigned by:

Balogun Cobb

6/29/2020

68804BF12FD741C...

Director of Risk Management Services

Date

Approved as to Form and Legality:

DocuSigned by:

Sara Ladd

6/29/2020

E355FC378EF2427...

Metropolitan Attorney

Date

The Metropolitan Government of Nashville &
Davidson County:

John Cooper
Metropolitan Mayor

Date

Attest this the ____ day of July, 2020

Metropolitan Clerk

Resolution No. _____

A resolution accepting two grants from the U.S. Department of Health and Human Services to the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, to provide claims reimbursement to EMS agencies for costs related to the diagnoses, testing, or care for individuals with possible or actual cases of COVID-19.

WHEREAS, the U.S. Department of Health and Human Services has awarded two grants in an amount not to exceed \$372,542.40 with no cash match required to the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, to provide claims reimbursement to EMS agencies for costs related to the diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; and,

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

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

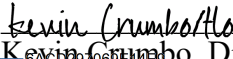
Section 1. That the grants by and between the U.S. Department of Health and Human Services, in an amount not to exceed \$372,542.40, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, to provide claims reimbursement to EMS agencies for costs related to the diagnoses, testing, or care for individuals with possible or actual cases of COVID-19, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Nashville Fire Department based on the revenues estimated to be received and any match to be applied.

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

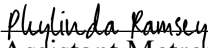
APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

DocuSigned by:

Kevin Crumboltz, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

DocuSigned by:

Phyllinda Ramsey
Assistant Metropolitan Attorney

GRANT SUMMARY SHEET

Grant Name: CARES Act Provider Relief Fund for COVID-19 Round 1& 2 20-20

Department: FIRE DEPARTMENT

Grantor: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Total Award this Action: \$372,542.40

Cash Match Amount \$0.00

Department Contact: Laura Faust
862-4791

Status: NEW

Program Description:

The Department of Health and Human Services (HHS) has agreed to provide claims reimbursement to EMS agencies for costs related to the diagnoses, testing, or care for individuals with possible or actual cases of COVID-19. The Payment may only be used to prevent, prepare for, and respond to coronavirus, and the EMS agency will only be reimbursed for health care related expenses or lost revenues that are attributable to coronavirus of uninsured individuals with COVID-19 diagnosis at Medicare rates. The EMS agency must certify that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.

Plan for continuation of services upon grant expiration:

We previously funded these expenses through operating funds.

Grants Tracking Form

Part One					
Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>	Contract Amendment <input type="radio"/>
Department	Dept. No.	Contact	Phone	Fax	
FIRE DEPARTMENT	032	Laura Faust	862-4791	880-3474	
Grant Name:		CARES Act Provider Relief Fund for COVID-19 Round 1 and 2 20-20			
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			Other:
Grant Period From:	01/31/20	(applications only) Anticipated Application Date:			
Grant Period To:	12/31/20	(applications only) Application Deadline:			
Funding Type:	FED DIRECT	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.
Pass-Thru:		Outside Consultant Project:		<input checked="" type="checkbox"/>	
Award Type:	OTHER	Total Award:	\$372,542.40		
Status:	NEW	Metro Cash Match:	\$0.00		
Metro Category:	New Initiative	Metro In-Kind Match:	\$0.00		
CFDA #	N/A	Is Council approval required?		<input type="checkbox"/>	
Project Description:		Applic. Submitted Electronically?			<input type="checkbox"/>
<p>The Department of Health and Human Services (HHS) has agreed to provide claims reimbursement to EMS agencies for costs related to the diagnoses, testing, or care for individuals with possible or actual cases of COVID-19. The Payment may only be used to prevent, prepare for, and respond to coronavirus, and the EMS agency will only be reimbursed for health care related expenses or lost revenues that are attributable to coronavirus of uninsured individuals with COVID-19 diagnosis at Medicare rates. The EMS agency must certify that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.</p>					
Plan for continuation of service after expiration of grant/Budgetary Impact:					
We previously funded these expenses through operating funds.					
How is Match Determined?					
Fixed Amount of \$		or		% of Grant	
				Other:	
Explanation for "Other" means of determining match:					
For this Metro FY, how much of the required Local Metro cash match:					
Is already in department budget?		Fund		Business Unit	
Is not budgeted?		Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)					
Other:					
Number of FTEs the grant will fund:		Actual number of positions added:			
Departmental Indirect Cost Rate		29.54%		Indirect Cost of Grant to Metro:	
				\$110,049.02	
*Indirect Costs allowed?		<input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	
				0.00%	
		Ind. Cost Requested from Grantor:		\$0.00	
				in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)					
Draw down allowable? <input type="checkbox"/>					
Metro or Community-based Partners:					

Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY19	\$372,542.40	\$0.00	\$0.00	\$0.00		\$0.00	\$372,542.40	\$110,049.02	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$372,542.40	\$0.00	\$0.00	\$0.00		\$0.00	\$372,542.40	\$110,049.02	\$0.00
Date Awarded:		04/17/20		Tot. Awarded:		\$372,542.40	Contract#:			
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
5064

GCP
Rec'd
07/01/20

GCP
Approved
07/01/20

VW



DEPARTMENT OF HEALTH & HUMAN SERVICES

Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief ("Relief Fund") under Division B of Public Law 116-127 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary's decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient, also apply to subrecipients and contractors under grants, unless an exception is specified.

Relief Fund Payment Terms and Conditions

- The Payment means the funds received from the Public Health and Social Services Emergency Fund ("Relief Fund"). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and



DEPARTMENT OF HEALTH & HUMAN SERVICES

Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for reach project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II:

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.



DEPARTMENT OF HEALTH & HUMAN SERVICES

SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition



DEPARTMENT OF HEALTH & HUMAN SERVICES

- (a) The limitations established in the preceding section shall not apply to an abortion—
- (1) if the pregnancy is the result of an act of rape or incest; or
 - (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
- (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).
- (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).
- (d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- (2) In this subsection, the term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

- (a) None of the funds made available in this Act may be used for—
- (1) the creation of a human embryo or embryos for research purposes; or
 - (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).
- (b) For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act,



DEPARTMENT OF HEALTH & HUMAN SERVICES

that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in



DEPARTMENT OF HEALTH & HUMAN SERVICES

hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such



DEPARTMENT OF HEALTH & HUMAN SERVICES

policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was



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convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term 'recipient of Federal funds' includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions

Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or



DEPARTMENT OF HEALTH & HUMAN SERVICES

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections



DEPARTMENT OF HEALTH & HUMAN SERVICES

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this award.

Human Subjects Protections

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

**SIGNATURE PAGE
FOR
GRANT NO. CARES Act Provider Relief Fund for COVID-19 Round
1 and 2 20-20**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



Nashville Fire Department

6-30-20

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:


Kevin Crumbo, Director
Department of Finance

7/2/2020

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:


Director of Insurance

7/2/2020

Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:


Metropolitan Attorney

7/2/2020

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

ORDINANCE NO. BL2020-_____

An ordinance amending Ordinance No. BL2020-234, as amended, to extend the time period for the waiver of certain building permit fees for the repair or rebuilding of property damaged as a result of the March 3, 2020 tornado.

WHEREAS, a devastating tornado moved through Davidson County in the early morning hours of March 3, 2020, destroying hundreds of homes and businesses and causing significant damage many others; and

WHEREAS, the damage from the tornado resulted in the Declaration of a State of Emergency by Mayor John Cooper; and

WHEREAS, the repair and replacement of homes, educational facilities, businesses, and other structures will be costly and will create an economic hardship for many residents and business owners as they recover from this disaster; and

WHEREAS, Ordinance No. BL2020-234, as amended, was enacted on May 5, 2020 to provide a waiver of building permit fees for the repair or rebuilding of property damaged or destroyed by the March 3, 2020 tornado, provided such permits are obtained on or before June 30, 2020; and

WHEREAS, due to the COVID-19 pandemic, it is necessary to extend the deadline from June 30, 2020 until September 30, 2020.

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

Section 1. Ordinance No. BL2020-234, as amended, is hereby further amended by deleting the phrase "the permits are obtained on or before June 30, 2020" and substituting with the phrase "the permits are obtained on or before September 30, 2020."

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

APPROVED AS TO
AVAILABILITY OF FUNDS:

INTRODUCED BY:

Kevin Crumbo
Director of Finance

Brandon Taylor
Member of Council

AMENDMENT NO. ____

TO

ORDINANCE NO. BL2019-8

Mr. President –

I hereby move to amend Ordinance No. BL2019-8 by amending Section 1, proposed Section 17.20.120.D.1 as follows

1. When a public sidewalk is required by subsection A, but installation is not required by subsection C of this section, the building permit applicant may make a financial contribution to the sidewalk fund for the council district in lieu of construction. The value of the contribution shall be the average linear foot sidewalk project cost, including new and repair projects, determined by July 1 of each year by the Department of Public Works' review of sidewalk projects contracted for or constructed by the Metropolitan Government. The contribution in-lieu of construction shall be no more than three ~~two~~ percent of the total construction value of the permit.

INTRODUCED BY:

Mary Carolyn Roberts
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-148

Mr. President:

I hereby move to amend Ordinance No. BL2020-148 by amending Section 1 by amending the definition of "Detention Facility" as follows:

"Detention Facility" means any facility or structure in which ~~people~~ adults are incarcerated or otherwise involuntarily confined for purposes of execution of a punitive sentence imposed by a court, or for detention pending a trial, hearing, or other judicial, administrative, or immigration proceeding.

INTRODUCED BY:

Emily Benedict
Member of Council

SUBSTITUTE ORDINANCE NO. BL2020-224

An Ordinance amending Chapter 11.22 of the Metropolitan Code to require landlords to provide notice to tenants prior to a sale of the property.

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

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 of property used for residential purposes must provide a minimum of 90 days' written notice to residential 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.

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

SPONSORED BY:

Brandon Taylor

Gloria Hausser
Members of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-321

Mr. President –

I hereby move to amend Ordinance No. BL2020-321 by amending Section 2 by deleting the phrase “~~a disaster preparedness and response~~” and substituting with the phrase “an active shooter”.

INTRODUCED BY:

Tanaka Vercher
Member of Council

AMENDMENT NO. 1

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 as follows:

I. By amending Section 1 by deleting subsection D.6.b. in its entirety and replacing it with the following:

b. Prior to issuance of a permit, the applicant shall provide the Codes Department with an affidavit verifying:

i. that the applicant has confirmed that operating the proposed home occupation would not violate any home owners association agreement or bylaws, condominium agreement, covenants, codes and restrictions, lease or any other agreement governing and limiting the use of the property proposed for the home occupation;

ii. that the property is the applicant's primary residence. Two documents indicating proof of primary residence shall be provided. Each document must be current and show the owner's name and address matching that of the property to be utilized for a home occupation. Acceptable documentation includes: (a) Tennessee Driver's license; (b) other valid State of Tennessee identification card; (c) Davidson County voter registration card; (d) current employer verification of residential address or a letter from the employer on company letterhead with original signature. (If the employer does not have letterhead, the signature of the employer must be notarized.); (e) current automobile, life or health insurance policy. (Wallet Cards not accepted); (f) paycheck/check stub, (g) work ID or badge, (h) Internal Revenue Service tax reporting W-2 form; or (i) a bank statement; and

iii. ~~If the applicant is not the property owner, affidavit shall also verify that the property owner is aware of the application and does not object to pursuit of the home occupation permit.~~

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

SPONSORED BY:

Sean Parker
Member of Council

AMENDMENT NO. 2

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President:

I move to amend Second Substitute Ordinance No. BL2019-48 as follows:

1. Amend Section 1 proposed Section 17.16.250, Subsection D.1 by adding paragraph c. as follows:

c. Only one home occupation that allows customers or clients shall be permitted per block face or within 1000 feet on an uninterrupted street, whichever is shorter.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. 3

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 as follows:

- I. That Section 1, proposed Section 17.16.250, Subsection D.6.a is hereby deleted in its entirety and the subsequent subsections are renumbered accordingly:
 - a. ~~Home occupations that meet both of the following conditions are not required to acquire a permit for activity under this section:~~
 - i. ~~The home occupation does not serve customers on the property; and~~
 - ii. ~~The home occupation does not employ anyone who does not live within the dwelling.~~

SPONSORED BY:

Thom Druffel
Member of Council

AMENDMENT NO. 4

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President –

I hereby move to amend Second Substitute Ordinance no. BL2019-48 as follows:

- I. By amending Section 1, proposed Section 17.16.250 by deleting subsections D.1, D.2, and D.3 and inserting the following as new subsections D.1, D.2, D.3, and D.4 and renumbering the subsequent subsections accordingly:

1. Classes of permits. There shall be the following two classes of home occupation permits:

a. Home occupation – Type 1, which does not allow more than four customer visits per month averaged over a twelve month calendar year.

b. Home occupation – Type 2, which allows expanded customer visits as provided below.

21. Location for both Type 1 and Type 2 home occupations.

a. A home occupation must be conducted entirely within the dwelling unit or accessory building.

b. The home occupation shall not occupy more than twenty percent of the total floor area of the principal structure and shall not occupy more than 1,000 square feet of total floor area within the principal structure and any legally permitted accessory buildings.

32. Employees and Vehicles

a. No more than one part-time or full-time employee not living within the dwelling may work at the home occupation location.

b. No more than five employees may reside within the dwelling at a home occupation location.

c. Parking a commercial vehicle on the premises or on a street adjacent to residentially zoned property is prohibited. Vehicles associated with the home occupation shall be limited to one passenger vehicle such as a motorcycle, automobile, pick-up truck, sport utility vehicle, van or similar, with a maximum axle load capacity of one and one-half tons.

d. No truck deliveries or pick-ups, except by public or private parcel services, are permitted.

43. Customer Visits

a. Customer visits shall be limited to no more than four customer visits per month averaged over a twelve month calendar year for home occupation – Type 1 permit holders.

b. For Type 2 permit holders, cCustomer visits must occur by scheduled appointment and only between the hours of 8 a.m. and 7 p.m., Monday through Saturday. Further,

~~b. Ccustomer visits shall be limited to no more than three visits per hour and a maximum of six total visits per day.~~

ce. Type 2he permit holders shall maintain and make available to the Codes Department a log or register of customer appointments for each calendar year.

- II. By amending by amending Section 1 by amending the provisions of proposed Section 17.16.250.D.6.a as follows:

a. Home occupations that meet ~~both~~ all of the following conditions are not required to acquire a permit for activity under this section:

i. The home occupation does not serve customers on the property; ~~and~~

ii. The home occupation does not employ anyone who does not live within the dwelling; and

iii. There is no business registered to the home address. Persons working from home for a business that is not registered to the home address, a.k.a. "telecommuting", shall not be considered a home occupation requiring a permit under this section.

SPONSORED BY:

Courtney Johnston
Member of Council

AMENDMENT NO. 5

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 as follows:

I. By amending Section 1, proposed Section 17.16.250, Subsection D, by adding the following as a new subsection:

8. Permit expiration and renewal

- a. A home occupation permit shall expire three hundred sixty-five days after it is issued unless it is renewed prior to its expiration.
- b. The Codes Department may promulgate additional regulations by which a renewal application may be submitted.
- c. The renewal application must include a statement verified by affidavit that the home occupation remains in compliance with Section 17.16.250.D.

SPONSORED BY:

Courtney Johnston

Angie Henderson
Members of Council

AMENDMENT NO. 6

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 as follows:

- I. That Section 1, proposed Section 17.16.250.D is hereby by adding the following as a new subsection:
8. Sunset date. The provisions of this subsection D shall expire and be null and void on January 7, 2023 unless extended by resolution of the metropolitan council.

SPONSORED BY:

Dave Rosenberg
Member of Council

AMENDMENT NO. 7

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 as follows:

I. That Section 1, proposed Section 17.16.250 is hereby by adding the following as a new subsection D.8:

8. Sunset date. The provisions of this subsection D shall expire and be null and void on March 1, 2023 unless extended by resolution of the metropolitan council.

II. That Section 2 is hereby amended as follows:

Section 2. This Ordinance shall take effect ~~from and after its final passage~~ July 15, 2020, and such change shall be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Angie Henderson
Member of Council

AMENDMENT NO. 8

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 by amending Section 1, proposed Section 17.16.250.D by deleting subsection 5.b and replacing it with the following:

b. The following are permitted as home occupations that are allowed customer visits under subsection D.3:

i. Personal instruction, defined for the purposes of this section as services for training individuals or groups in academics, arts, fitness, personal defense, crafts, or other subjects of a similar nature;

ii. General office, defined for the purposes of this section as provision of executive, management, administrative, or professional services, but not involving medical services;

~~iii. Personal care services, defined for the purposes of this section as spa services and beauty and barber care;~~

~~iv. Multimedia production, defined for the purposes of this section as staging and recording of video or audio productions that occur indoors and do not require sound to leave the premises; and~~

~~iv. Artisan manufacturing, defined for the purposes of this section as the shared or individual use of hand tools, mechanical tools, and electronic tools for the manufacture of finished products or parts as well as the incidental storage, sales, and distribution of such products within the limitations of this section.~~

SPONSORED BY:

Courtney Johnston
Member of Council

AMENDMENT NO. 9

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48, AS AMENDED

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 by amending Section 1 by adding the following provision at the end of proposed Section 17.16.250.D.1.b:

The number of home occupation – Type 2 permits are limited to no more than 3% of the single-family or detached two-family residential units within each census tract as determined by the Zoning Administrator.

SUBMITTED BY:

Courtney Johnston
Member of Council

THIRD SUBSTITUTE ORDINANCE NO. BL2019-48

An ordinance amending ~~Section~~ Chapter 17.16.250 of Title 17 of the Metropolitan Code of Laws relative to home occupation. (Proposal No. 2019Z-020TX-001)

~~WHEREAS, current regulations prohibit even one client from visiting a home-based business; and~~

~~WHEREAS, these regulations create a hardship on residents seeking additional income to survive in a city with a skyrocketing cost of living; and~~

~~WHEREAS, these regulations create a significant barrier for children seeking tutoring services, music lessons, and other enrichment; and~~

~~WHEREAS, 5.7% of Nashville workers aged 16 and older work from home; and~~

~~WHEREAS, permitting limited home-based business activity will protect the residential character of neighborhoods while allowing more Nashvillians to earn supplemental income to remain in their homes.~~

~~WHEREAS, current regulations allow home-based businesses throughout Nashville, with a one-time "Home Occupation" permit, as long as those businesses do not have customer visits; and~~

~~WHEREAS, "work from home" for a business based elsewhere is and has always been allowed in Nashville without a "Home Occupation" permit; and~~

~~WHEREAS, productive interaction with customers can be conducted in a public place, at the customer's own home, or via video-conference; and~~

~~WHEREAS, a small number of citizens are seeking to have home-based businesses that do allow a limited number of customer visits; and~~

~~WHEREAS, residentially zoned neighborhoods were not intended to allow commercial activity with customer visits, thus a county-wide, every-parcel approach would be too broad; and~~

~~WHEREAS, home-based businesses with customer visits should be limited and obtained through the Board of Zoning Appeals' publicly noticed special exception process.~~

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

Section 1. That Subsection D of Section 17.16.250 of the Metropolitan Code of Laws is hereby amended by deleting it in its entirety and substituting in lieu thereof the following:

D. Home Occupation. A home occupation shall be considered an accessory use to a residence subject to the following:

1. Location

- a. A home occupation must be conducted entirely within the dwelling unit or accessory building.
- b. The home occupation shall not occupy more than twenty percent of the total floor area of the principal structure, and The home occupation shall not exceed 750 square feet of the total floor area within the principal structure and any legally permitted accessory buildings on the lot.

2. Employees and Vehicles

- a. No more than one part-time or full-time employee not living within the dwelling may work at the home occupation location.
 - ~~b. No more than five employees may reside within the dwelling at a home occupation location.~~
 - ~~c.~~ b. Parking a commercial vehicle on the premises or on a street adjacent to residentially zoned property is prohibited. Vehicles associated with the home occupation shall be limited to one passenger vehicle such as a motorcycle, automobile, pick-up truck, sport utility vehicle, van or similar, with a maximum axle load capacity of one and one-half tons.
 - ~~d.~~ c. No truck deliveries or pick-ups, except by public or private parcel services, are permitted.
3. Customer Visits
- a. Customer visits shall require a Special Exception to be issued by the Board of Zoning Appeals as regulated by 17.16.160.D. ~~must occur by scheduled appointment and only between the hours of 8 a.m. and 7 p.m., Monday through Saturday.~~
 - b. "Customer visits" shall not be construed to include merchandise or document pick-up or drop-off where the customer is on the property for no more than five minutes. Customer visits shall be limited to no more than three visits per hour and a maximum of six total visits per day.
 - ~~c. The permit holder shall maintain and make available to the Codes Department a log or register of customer appointments for each calendar year.~~
4. Outward Appearance
- a. Signs, as defined in Section 17.32.030.B, exterior or interior displays of goods visible from the outside, or any exhibit that would indicate the dwelling unit or accessory building is being used for any purpose other than a residence are prohibited.
 - b. The residential character of the lot and dwelling must be maintained. A home occupation that requires a structural alteration of the dwelling to comply with a nonresidential construction code is prohibited. This prohibition does not apply to modifications to comply with accessibility requirements.
 - c. A home occupation may not produce noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, glare, humidity, fumes, electrical interference, waste run-off, or other objectionable effects outside the dwelling unit or garage.
5. Activities
- a. The storage of materials or goods shall be permitted in connection with a home occupation provided such storage complies with the following standards.
 - i. All materials or goods shall be stored completely within the space designated for home occupation activities.
 - ii. Only those materials or goods that are utilized or produced in connection with the home occupation may be stored within the dwelling unit or accessory building.
 - iii. All materials or goods shall be stored completely within the dwelling unit or accessory building.
 - iv. All flammable or combustible compounds, products or materials shall be maintained and utilized in compliance with Fire Code NFPA-30.
 - b. Activities permitted in Customer Receiving Home Occupations shall be regulated by 17.16.160.D.3. The following are permitted as home occupations that are allowed customer visits under subsection D.3:
 - ~~i. Personal instruction, defined for the purposes of this section as services for training individuals or groups in academics, arts, fitness, personal defense, crafts, or other subjects of a similar nature;~~
 - ~~ii. General office, defined for the purposes of this section as provision of executive, management, administrative, or professional services, but not involving medical services;~~
 - ~~iii. Personal care services, defined for the purposes of this section as spa services~~

- ~~and beauty and barber care;~~
- ~~iv. Multimedia production, defined for the purposes of this section as staging and recording of video or audio productions that occur indoors and do not require sound to leave the premises; and~~
- ~~v. Artisan manufacturing, defined for the purposes of this section as the shared or individual use of hand tools, mechanical tools, and electronic tools for the manufacture of finished products or parts as well as the incidental storage, sales, and distribution of such products within the limitations of this section.~~
- c. The following are not permitted as home occupations regardless of whether customer visits are allowed:
 - i. The manufacture or repair of automobiles and other transportation equipment.
 - ii. The repair of equipment that takes place outdoors.
 - iii. The outdoor storage of construction, scrap, or salvage materials.

6. Permit Requirements

- a. Home occupations that meet both of the following conditions are not required to acquire a permit for activity under this section:
 - i. The home occupation does not serve customers on the property; and
 - ii. The home occupation does not employ anyone who does not live within the dwelling.
- b. Prior to issuance of a permit, the applicant shall provide the Codes Department with an affidavit verifying:
 - ~~i. that the applicant has confirmed that operating the proposed home occupation would not violate any home owners association agreement or bylaws, condominium agreement, covenants, codes and restrictions, lease or any other agreement governing and limiting the use of the property proposed for the home occupation;~~
 - ii. that the property is the applicant's primary residence; and
 - ~~iii. If the applicant is not the property owner, affidavit shall also verify that the property owner is aware of the application and does not object to pursuit of the home occupation permit.~~

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

- c. In single-family and two-family zoning districts, no more than one home occupation permit may be issued per lot.
 - d. The owner of the property: (1) must be a natural person or persons or trust; (2) may not be a limited liability entity, including without limitation a corporation or limited liability company; and (3) may not be an unincorporated entity, including without limitation a partnership, or joint venture.
 - e. The permit applicant must be the owner of the property, a relative of the owner of the property, or, if a renter, must have at least a one-year lease for the property. The applicant shall verify by affidavit that they comply with this subsection.
 - f. Only one permit may be issued per property owner, regardless of the number of properties owned by the property owner and regardless of whether the property owner is the applicant.
 - g. No person may be issued more than one permit.
- #### 7. Transferability and Enforcement
- a. Permit Transferability. A permit issued for activities under this section shall not be transferred or assigned to another person, entity, or address, nor shall the permit

authorize any person, other than the person named therein, to commence or carry on the business. Upon termination of the occupant's residency, the home occupation permit shall become null and void.

- b. Revocation of Permit. Upon the filing of two or more verified complaints within a calendar year regarding a permit issued for activities under this section, the Zoning Administrator, or his or her designee, shall notify the permit holder in writing of such complaints and the Zoning Administrator, or his or her designee, will determine whether such complaints are valid. If it is determined that violations have occurred, the Zoning Administrator may revoke a permit as provided in Section 17.40.590. Once a permit has been revoked pursuant to this subsection, no home occupation permit shall be issued to the applicant for the same property for a period of one year from the date of the revocation. The permit holder may appeal the Zoning Administrator's decision to the Board of Zoning Appeals for a public hearing as provided in this Title. Other violations of this Subsection D are punishable by a fine of fifty dollars per day, per violation.

Section 2. That Section 17.16.160 is hereby amended by adding the following Subsection D:

D. Customer Receiving Home Occupations.

1. All provisions of Subsection 17.16.250.D shall be met in addition to the requirements of this section.

2. Customer visits shall be regulated by the following:

- a. A customer visit shall be defined as an individual, pair, or a small group of no more than 5 individuals attending the same scheduled appointment.
- b. Customer visits must occur by scheduled appointment and only between the hours of 8 a.m. and 7 p.m., Monday through Saturday.
- c. Customer visits shall be limited to no more than two visits per hour and a maximum of six total visits per day. There shall be no more than 20 customer visits per week.
- d. The Board of Zoning Appeals may authorize a lower amount of customer visits at the request of the applicant.
- e. The individual/entity that receives the special exception shall maintain and make available to the Codes Department a log or register of customer appointments for each calendar year.

3. Customer Receiving Home Occupations shall be limited to the following activities:

- a. Personal instruction, defined for the purposes of this section as services for training individuals or groups in academics, music, arts, crafts, and fitness;
- b. General office, defined for the purposes of this section as provision of executive, management, administrative, or professional services, but not involving medical services;
- c. Personal care services, defined for the purposes of this section as spa services and beauty and barber care;
- d. Multimedia production, defined for the purposes of this section as staging and recording of video or audio productions that occur indoors and do not require sound to leave the premises; and
- e. Artisan manufacturing, defined for the purposes of this section as the shared or individual use of hand tools, mechanical tools, and electronic tools for the manufacture of finished products or parts as well as the incidental storage, sales, and distribution of such products within the limitations of this section.

4. Special exceptions issued for Customer Receiving Home Occupations shall only be valid for the activity listed at the time of approval. Any change in the activity of the Customer Receiving Home Occupation shall result in the special exception becoming null and void.

5. Special exceptions issued for Customer Receiving Home Occupations shall be non-transferable and become null and void upon the termination of the occupant's residency at the location of

- the special exception.
6. Upon the revocation of the associated home occupation permit as required by Subsection 17.16.250.D, the special exception issued for the Customer Receiving Home Occupation shall become null and void.
 7. A special exception for a Customer Receiving Home Occupation shall not be issued to any property that is adjacent to another property that has an active special exception for a Customer Receiving Home Occupation.
 8. The application for a special exception for a Customer Receiving Home Occupation shall be exempt from the requirements Section 17.40.300. A Planning Commission Report shall not be required.
 9. Sunset date. The provisions of this subsection D shall expire and be null and void on March 1, 2023 unless extended by resolution of the Metropolitan Council.

Section 2 ~~3~~. This Ordinance shall take effect ~~from and after its final passage~~ September 1, 2020, and such change shall be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Angie Henderson
Members of Council

SUBSTITUTE ORDINANCE NO. BL2019-69

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS10 to RM9-A-NS zoning for property located at 3413 John Mallette Drive, at the southern corner of Ashton Avenue and John Mallette Drive (0.42 acres), all of which is described herein (Proposal No. 2019Z-131PR-001).

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

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

By changing from RS10 to RM9-A-NS zoning for property located at 3413 John Mallette Drive, at the southern corner of Ashton Avenue and John Mallette Drive (0.42 acres), being Property Parcel No. 143 as designated on Map 069-16 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 069 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

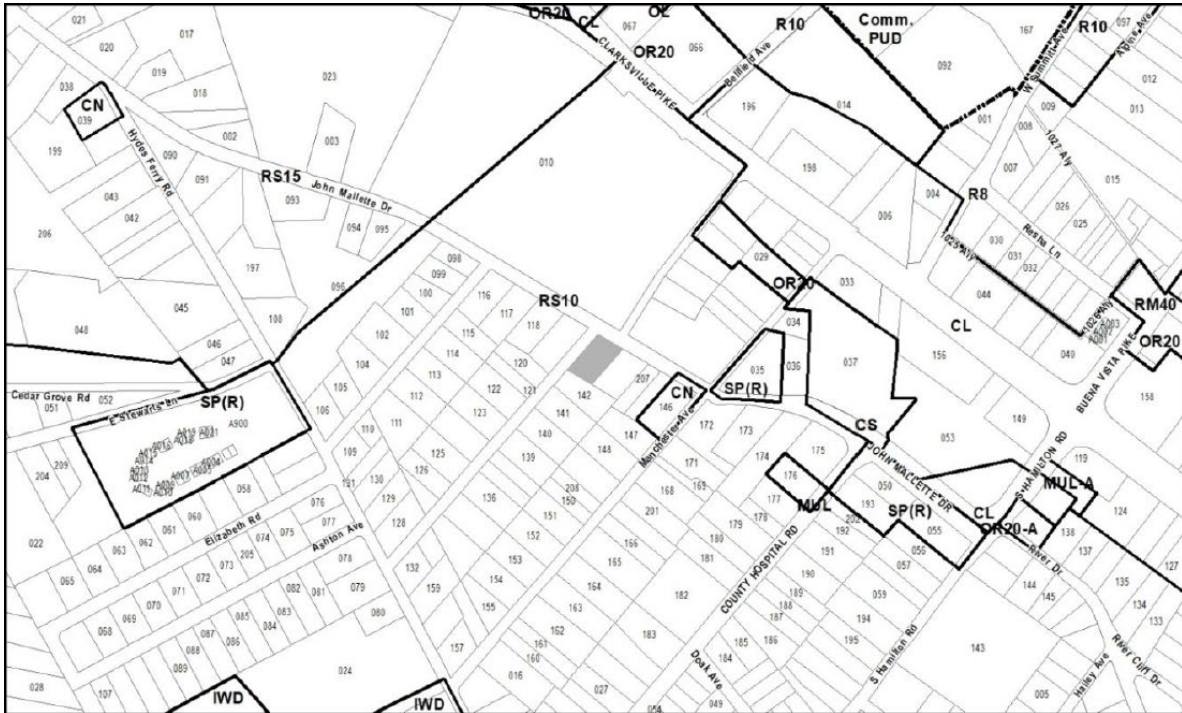
Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Kyonzté Toombs

2019Z-131PR-001
Map 069-16, Parcel(s) 143
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity District 02
(Toombs)
Application fee paid by: Robert or Jocelyn McDonald

A request to rezone from RS10 to RM9-A-NS zoning for property located at 3413 John Mallette Drive, at the southern corner of Ashton Avenue and John Mallette Drive (0.42 acres), requested by Robert Brandon McDonald, applicant and owner.



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

Mr. President –

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

iii. Otherwise qualifying properties with a valid master permit on file with the department of codes administration on or before September 1, 2020, or who has completed at least fifty percent construction on a new unit as of September 1, 2020, will not be subject to the provisions of this subsection d., provided that any qualifying unit for which a prior non-owner occupied STRP permit lapsed will be subject to the provisions of this subsection d.

SPONSORED BY:

Colby Sledge
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, 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. 3
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. 4
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

AMENDMENT NO. ____

TO

SUBSTITUTE ORDINANCE NO. BL2020-187, AS AMENDED

Mr. President:

I move to amend Substitute Ordinance No. BL2020-187 as follows:

1. Amend Section 4 by revising proposed Section 6.28.035, subsection C as follows:
C. The board shall consist of seven members. One member of the seven shall be a member of the Metropolitan Council and shall be selected by that body from its membership to serve as a member of the board for a term of two years. The remaining six members shall be appointed by the mayor and confirmed by a majority vote of the Metropolitan Council and shall each serve terms of four years or until their successors are appointed. Of the remaining six members at least one shall be an attorney, at least two shall be neighborhood representatives, and at least two shall be short term rental representatives.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-212

Mr. President –

I hereby move to amend Ordinance No. BL2020-212 as follows:

I. By amending Section 4, by adding the following conditions:

4. Walker Lane shall not be extended to Proposed Road 'B'. No vehicular connection shall be made between Walker Lane and Proposed Road 'B'.

5. A minimum of 10% of the dwelling units included in this development shall contain at least three bedrooms.

INTRODUCED BY:

Kyonzte Toombs
Member of Council

AMENDMENT NO. ____
TO
SUBSTITUTE ORDINANCE NO. BL2020-219

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2020-219 as follows:

I. By amending Section 4, by adding the following conditions:

9. Ticketed events exceeding an attendance of 750 people shall be limited to Friday, Saturday, or Sunday, except that weekday ticketed events exceeding an attendance of 750 people may be held between the Memorial Day holiday and July 31st.

10. Outdoor events held Sunday through Thursday shall end by 10:30pm. Outdoor events held Friday and Saturday shall end by 11:00pm.

11. The decibel level output as measured at the western property boundary along Whites Creek Pike shall not exceed a five minute average of 85 dB during any event.

12. All Outdoor events shall require a permanently installed, on-site fully IEC 61672 compliant class 2 decibel level monitor to be in operation throughout the duration of the event. The decibel level monitor shall be installed at the western property boundary along Whites Creek Pike.

13. The recommendations outlined in the Blue Road Fontanel Traffic Impact Study, as accepted by Metro Public Works, shall be implemented to provide safe and efficient traffic operations within the study area following the completion of the proposed project.

INTRODUCED BY:

Jennifer Gamble
Member of Council

SUBSTITUTE ORDINANCE NO. BL2020-262

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 CS to SP zoning for properties located at 2132 and 2134 Canady Avenue, approximately 340 feet south of Napoleon Avenue (0.36 acres), to permit mixed use, all of which is described herein (Proposal No. 2020SP-013-001).

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 CS to SP zoning for properties located at 2132 and 2134 Canady Avenue, approximately 340 feet south of Napoleon Avenue (0.36 acres), to permit mixed use, being Property Parcel Nos. 201, 202 as designated on Map 105-16 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 105 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by MUL-A as specified on the plan. A list of prohibited uses is included on the plan.

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. Cash Advance, Check Cashing, Title Loan shall be replaced with Alternative Financial Services.
2. The maximum height within the build-to-zone shall be per MUL-A, and the maximum height outside the build-to-zone is five stories in 75 feet.
3. Comply with all conditions and requirements of Stormwater, Water Services, and Public Works.
4. 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 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 5-6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate

specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 67. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUL-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 78. 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 Colby Sledge

2020SP-013-001
CANADY AVENUE SP
Map 105-16, Parcel(s) 201-202
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Parker McCracken

A request to rezone from CS to SP-MU zoning for properties located at 2132 and 2134 Canady Avenue, approximately 340 feet south of Napoleon Avenue (0.36 acres), to permit mixed use, requested by Cream City Development, applicant and owner.



Proposed Regulatory SP Start

2132/2134 Canady Avenue Regulatory Specific Plan (SP-R)

Development Summary	
SP Name	2132/2134 Canady Ave
Case No:	2020SP-013-101
Council District	17
Map & Parcel	Map 105-16, Parcel(s) 201 & 202

Site Data Table	
Site Data	0.43 acres
Existing Zoning	CS
Proposed Zoning	SP-R w/ MUL-A base
Allowable Land Uses	All uses permitted by the MUL-A zoning except the restricted uses below

Regulatory Specific Plan (SP-R) Standards

1. The purpose of this SP is to further limit uses permitted by MUL-A and permit a maximum five stories where MUL-A only permits four stories.
 - No Cash advance
 - No Check cashing
 - No Title loan
 - No Automobile convenience
 - No Bar or nightclub
 - No Car wash
 - No Funeral home
 - No Mobile storage unit
 - No Pawnshop
 - No Restaurant, fast-food
 - No Power/gas substation
 - No Waste water treatment
 - No Water/sewer pump station
 - No Water treatment plant
 - No Construction/demolition waste processing
 - No Club
 - No Commercial amusement (outside)
 - No Temporary festival
 - No Pond/lake
 - No Short-term rental (owner-occupied)
 - No Short-term rental (non-owner-occupied)

2. If a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUL-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.
3. Any final site plan/ building permit site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.

Proposed Regulatory SP End

AMENDMENT NO. 1
TO
ORDINANCE NO. BL2020-285, AS AMENDED

Mr. President –

I hereby move to amend Ordinance No. BL2020-285 By deleting Section 2 in its entirety and substituting in lieu thereof the following:

Section 2. The Metropolitan Department of Health shall be empowered to enforce this ordinance. For violations of the ordinance, enforcement action is to be taken against the business ownership or management, and not the individual employees. For violations of the ordinance at a construction site, enforcement action is to be taken only against the employee's direct employer, whether construction company or subcontractor.

SPONSORED BY:

Joy Styles
Member of Council

AMENDMENT NO. 2

TO

ORDINANCE NO. BL2020-285, AS AMENDED

Mr. President –

I hereby move to amend Ordinance No. BL2020-285 by amending Section 1 as follows:

Section 1. All employees of businesses allowed to operate under an order of the Metropolitan Director of Health shall wear a cloth face covering whenever such employees have face-to-face contact with the public, except when wearing a mask would be contrary to the health or safety of the employees due to a medical condition. Further, cloth face coverings shall be worn by all workers at construction sites when more than one worker is present. However, an employee is not required to wear a cloth mask at any time when they are required to wear another type of mask under Occupational Safety and Health Administration (OSHA) guidelines or comparable regulations. Cloth face coverings required by this ordinance shall comply with guidance from the Centers for Disease Control and Protection, including the following:

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

This requirement shall remain in effect for as long as the Director of Health determines it to be appropriate to reduce the spread of COVID-19. If the Director of Health determines the requirements of this ordinance are no longer appropriate, he shall notify the Metropolitan Council in writing, at which time the provisions of this ordinance shall cease to be in effect.

SPONSORED BY:

Kathleen Murphy
Member of Council