



Metropolitan Council

**PROPOSED LATE-FILED
RESOLUTION, AMENDMENTS TO
ORDINANCES, LATE-FILED
ORDINANCES, AND SUBSTITUTE
ORDINANCES TO BE FILED WITH
THE METRO CLERK
FOR THE COUNCIL MEETING OF
TUESDAY, AUGUST 18, 2020**

Resolution No. _____

A resolution approving a clinical research contract between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Clinical Research Associates for Phase III COVID-19 vaccine testing.

WHEREAS, Metropolitan Charter Section 10.104 provides that the Board of Health has the duty to contract for such services as will further the program and policies of the board, subject to confirmation by Resolution of Council; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, wishes to contract with Clinical Research Associates for Phase III COVID-19 vaccine testing; and,

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

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

Section 1. That the clinical research contract by and between Clinical Research Associates and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for Phase III COVID-19 vaccine testing is hereby approved.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:

Sharon Hurt

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Lora Barkenbus Fox
Assistant Metropolitan Attorney

Member(s) of Council

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH
AND CLINICAL RESEARCH ASSOCIATES**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as “MPHD”) and **CLINICAL RESEARCH ASSOCIATES** (hereinafter referred to as “CRA”).

1. DUTIES AND RESPONSIBILITIES

1.1. Duties and Responsibilities of MPHD

- A. MPHD physicians, Dr. Michael Caldwell, Dr. Stephanie Bailey, and Dr. Joanna Shaw-KaiKai, will participate in the clinical research conducted by CRA as investigators. An investigator is an individual, M.D. or equivalent who conducts a clinical study and under whose immediate direction the drug/device under investigation is administered. When an investigation is conducted by a team of individuals, the responsible leader of the team is the Principle Investigator. The parties acknowledge that the parameters of the clinical research program shall be determined by the study protocol, which not being set by Dr. Caldwell, Dr. Bailey or Dr. Shaw-KaiKai. Dr. Caldwell, Dr. Bailey, and Dr. Shaw-KaiKai will follow the study protocol that is being provided by CRA.
- B. In order to ensure diversity in the participant pool, MPHD will provide interpretation services to those study participants in need of such services.
- C. MPHD will assist CRA in recruitment efforts of participants for the study by use of the COVID Hotline. These recruitment efforts will **not** include specific, targeted efforts to recruit current MPHD patients.

1.2. Duties and Responsibilities of CRA

CRA agrees to provide funding for the listed services pursuant to the terms and conditions of this Contract.

2. CONTRACT TERM

2.1. Contract Term

Subject to the provisions below regarding the Effective Date, the contract term shall be August 5, 2020 to August 4, 2022.

3. COMPENSATION

3.1. Contract Value

CRA shall pay MPHD a fee per participant seen or evaluated by MPHD physicians. This fee shall be determined at a later date and approved by the Board of Health.

3.2. Other Fees

CRA will reimburse MPHD at a reasonable rate as determined by CRA and MPHD for any charges incurred as a result of participation in the clinical research. This rate shall be determined at a later date and approved by the Board of Health.

4. TERMINATION

4.1. Termination without Cause

Subject to the conditions of Section 4.3, either party may terminate this Agreement without cause upon thirty (30) days' written notice.

4.2. Termination with Cause

Subject to the conditions of Section 4.3, either party may terminate this Agreement for material breach upon sixty (60) days' written notice specifying the nature of the breach, if such breach has not been substantially cured within the sixty (60) day period. Either party may terminate the Agreement immediately upon written notice if the study sponsor terminates the study.

4.3. Effect of Termination

In the event of termination, the parties shall promptly meet to prepare a close-out schedule, and MPHD shall cease performing all work not necessary for the orderly close-out of services or required by applicable law or regulations.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

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

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MPHD's contracted programs or activities, on the grounds of handicap and/or disability, age race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MHPD or in the employment practices of those contracting with MPHD. **CRA certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all Proposers entering into contracts with MPHD shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination. **The parties acknowledge that the parameters of the clinical research program shall be determined by the study protocol.**

5.3. Americans with Disabilities Act (ADA)

CRA assures MPHD that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers

Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by the Metropolitan Government of Nashville and Davidson County (“Metro”). CRA will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability. **The parties acknowledge that the parameters of the clinical research program shall be determined by the study protocol.**

6. INSURANCE

6.1. Proof of Insurance

During the term of this Contract, for any and all awards, CRA shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming MPHD as an additional insured.

6.2. General Liability Insurance

CRA shall provide General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

6.3. Worker’s Compensation Insurance

CRA shall provide Worker’s Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer’s Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

6.4 Such insurance shall:

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

For any claims related to this agreement, CRA’s insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of CRA’s insurance and shall not contribute with it.

6.5. Other Insurance Requirements

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

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT**

**METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

In addition to the provisions above, CRA shall:

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

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the MPHD Director of Risk Management Services.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to ad approved by MPHD **prior to the commencement of services.**

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

MPHD shall not be responsible for any taxes that are imposed on CRA. Furthermore, CRA understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MPHD.

7.2. Maintenance of Records

CRA shall maintain documentation for all charges from MPHD and all services performed by MPHD. The books, records, and documents of CRA insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MPHD or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

7.3. Monitoring

CRA's activities conducted and records maintained for all charges from MPHD and all services performed by MPHD pursuant to this contract shall be subject to monitoring and evaluation by MPHD, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives. If these records are requested by MPHD, they may be redacted to remove private health information in patient records.

7.4. MPHD Property

Any MPHD property, including but not limited to books, records, and equipment that is in CRA's possession shall be maintained by Contractor in good condition and repair, and shall be returned to MPHD by CRA upon termination of the Contract.

7.5. Modification of Contract

This contract may be modified only by written amendment executed by all parties and their signatories hereto.

7.6. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this Contract.

7.7. Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.8. Employment

CRA shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CRA shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction MPHD.

7.9. Compliance with Laws

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

7.10. Taxes and Licensure

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

7.11. Ethical Standards

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

7.12. Gratuities and Kickbacks

It shall 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, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall 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 any 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 result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

7.13. Conflicts of Interest

CRA warrants that no part of the contract amount shall be paid directly or indirectly to an employee or official of Metro or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to CRA in connection with any work contemplated or performed relative to this contract.

7.14. Lobbying

CRA 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 CRA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal agreement, the making of any federal loan, and entering into on any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, agreement, 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 agreement, loan, or cooperative agreement, CRA shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CRA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subcontracts, and contracts under agreements, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

7.15. Indemnification and Hold Harmless

A. CRA shall defend and indemnify and hold harmless Metro, its officers, agents and employees from:

- i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CRA, its officers, employees and/or agents, including its sub or independent contractors, in connections with the performance of the contract; and
- ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of CRA, 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. If, in Metro's reasonable judgment, a conflict exists between the interests of Metro and CRA in such a claim, Metro may retain its own counsel whose reasonable fees will be paid by CRA.

C. In any and all claims against Metro, its officers, agents, or employees, by any employee of CRA, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CRA or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

D. CRA shall pay Metro any expenses incurred as a result of CRA's failure to fulfill any obligation in a professional and timely manner under this contract.

D. CRA is not responsible for the negligent or intentional acts or omissions of Metro employees unless such acts or omissions were directed by CRA ; and Metro is not responsible for the negligent or intentional acts or omissions of CRA employees unless such acts or omissions were directed by Metro.

7.16. HIPAA Compliance

CRA shall comply with all obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, its accompanying regulations, and all other laws regarding the confidentiality of health records.

- A. CRA warrants that it is familiar with the requirements of HIPAA, its accompanying regulations, and all other laws regarding the confidentiality of health records, and will comply with all such laws in the course of this contract.
- B. CRA warrants that it will cooperate with MPH, including cooperation and coordination with Metro privacy officials and other compliance officers required by the laws discussed above in the course of performance of this contract.
- C. MPH and CRA will execute any documents required by the laws described above, including, but not limited to, a Business Associate Agreement, if so required.

7.17. Assignment—Consent Required

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto, provided that neither this contract nor any of the rights

and obligations of CRA hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD.

7.18. Entire Contract

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

7.19. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

7.20. Governing Law

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CRA may provide.

7.21. Venue

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

7.22. Severability

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

7.23. Notices and Designation of Agent for Service of Process

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

Michael C. Caldwell, MD, MPH
Director of Health and Chief Medical Officer
Nashville/Davidson County Public Health Department Metro
2500 Charlotte Avenue
Nashville, TN 37209

Notices to CRA shall be emailed, mailed, or hand delivered to:

Clinical Research Associates
Linda M. Schipani, President and CEO
1500 Church Street, Nashville, TN 37203

7.25. Effective Date

This contract shall not be binding upon the parties until it has been signed first by CRA and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The date upon which this contract is filed with the Metro Clerk shall be referred to as the "Effective Date."

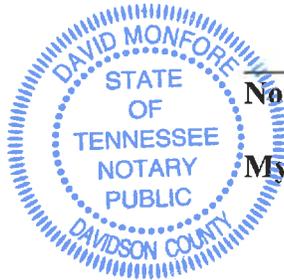
Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Contractor:
Clinical Research Associates
CEO Linda Schipani

By: 

Sworn to and subscribed to before me, a
Notary Public, this 13
day of AUGUST, 2020,
by Linda Schipani, the
CEO of
Contractor and duly authorized to execute
this instrument on Contractor's behalf.




Notary Public

My Commission Expires 10/2/2023

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:

 _____ 8/13/2020
 Director, Metro Public Health Department Date

DocuSigned by:

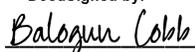
 _____ 8/13/2020
 Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

 _____ 8/13/2020
 Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

 _____ 8/13/2020
 Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

 _____ 8/13/2020
 Metropolitan Attorney Date

FILED:

 Metropolitan Clerk Date

AMENDMENT NO. _____

TO

ORDINANCE NO. BL2019-11

Mr. President:

I hereby move to amend Ordinance No. BL2019-11 by deleting Section 1 in its entirety and substituting with the following new Section 1:

Section 1. The School Lease is hereby approved, and the Director of Public Property is authorized to execute the same, provided that said approval is expressly conditioned upon the School Lease being revised to include the following provisions based upon recommendations developed through community conversations with members from the Edgehill community, representatives from Metro Nashville Public Schools (MNPS), the Metropolitan Parks Department, Belmont University, members of the Metropolitan Board of Education, and the Metropolitan Council:

50 Year Lease:

- Change the initial term of 50 years to 30 years with two 10-year renewal periods. The two renewal periods would be subject to approval of the Board of Education and the Metropolitan Council.

Financial Terms:

- Add a 3% annual escalation clause on the initial \$35,000 lease payment, which over the life of the lease will produce an *average* annual lease payment of \$79,000 over the term of the lease, and total payments to MNPS of \$3.9 million. The Metropolitan Government maintains ownership interest in the building or the property throughout the term of the lease.

Remove Possible Reduction:

- Remove the clause that would reduce the lease payment to MNPS in the event that Metro Parks starts funding Saturday operations at any of the other community centers within Metro Parks.

Remove References to Specific Groups:

- Remove specific groups that are called out by name as beneficiaries of the lease payments. This will provide flexibility regarding the recipients of the lease payments and ensure the benefit of the payments flows to groups dedicated to the Edgehill Community rather than limiting the funds to any specific group.

Create Usage Statistics in Parks Annual Report / MNPS Report:

- Belmont must provide annual usage statistics of the new facility to MNPS for the MNPS report that will be incorporated into the Parks Annual report on the Rose Park Facilities. Statistics will include names of groups utilizing the batting facility and hours used annually.
- MNPS must similarly report annually regarding the utilization of the lease payments to ensure is the payments are being used to best serve the Edgehill Community and MNPS students. Information shall include specific programs, persons served, and the usage hours.
- Nothing in the agreement may restrict public access to the second floor of the building. Belmont agrees to coordinate use of the second floor in agreement directly with MNPS.

The batting facility represents a new partnership between MNPS, Belmont, and the surrounding community partners. The facility will work synergistically with the existing partnership between Metro Parks and Belmont for the improvements at Rose Park. To facilitate the efficient implementation of the school's partnership and to ensure the new and continued delivery of benefits of both partnerships to all parties, Metro Parks and MNPS shall convene an advisory group representing a broad cross section of Edgehill community perspectives. This group will meet quarterly to review all aspects of the partnerships between Belmont and MNPS and Metro Parks to ensure that the benefits to all parties are being realized. Some items for consideration shall include but may not be limited to:

- Prioritize enabling online scheduling for all Rose Park facilities
- Distribution List for Metro Parks Annual Report on Rose Park
- Parking at Rose Park, including recommendations for additional signage
- Park promotion and long term planning/suggestions for Easley Center
- Use of Concessions and other Park Facilities consistent with the Lease Agreement between Metro Parks and Belmont dated November 5, 2007

The composition of this advisory group shall include the following:

- One member appointed by Metro Parks to serve as co-chair
- One member appointed by MNPS to serve as co-chair
- One member appointed by Belmont University
- Two members appointed by Metro Council Member for District 17 (currently Councilmember Sledge)
- One member appointed by Metro Council Member for District 18 (currently Councilmember Cash)
- One member appointed by Metro Council Member for District 19 (currently Councilmember O'Connell)

- One member appointed by the Mayor's Office of Neighborhoods or its successor

The advisory group shall designate one neighborhood appointee to serve as an additional co-chair. The Metro Parks and MNPS representatives as co-chairs shall be jointly responsible for preparing meeting agendas with input from the neighborhood co-chair.

SPONSORED BY:

Burkley Allen
Member of Council

ORDINANCE NO. BL2020-_____

An ordinance amending Title 10, Title 13, Title 15, and Title 16 to permit the Nashville Fire Department Fire Marshal's Office, Metro Public Works, Metro Water Services, and Metro Codes to enforce emergency health orders.

WHEREAS, Tenn. Code Ann. § 68-2-609, Metropolitan Charter § 10.103, and Metropolitan Code § 2.36.020 authorize the Medical Director of the Metropolitan Department of Health to close public establishments, facilities, or buildings if the county health officer finds unsanitary conditions of such a nature and extent to significantly threaten the public health; and,

WHEREAS, Title 10 of the Metro Code adopts the Fire Prevention Code, which enables the Fire Marshal to issue certain permits related to fire safety; and,

WHEREAS, Title 13 of the Metro Code enables the Director of Public Works to issue permits for any work performed in the public right of way; and,

WHEREAS, Title 15 of the Metro Code enables the Director of Water Services to review developments and approve development plans for grading, drainage and erosion control issues and to permit for grading; and,

WHEREAS, Title 16 of the Metro Code enables the Director of Codes Administration to issue permits for construction activities; and,

WHEREAS, effective enforcement of county-wide emergency health orders requires the assistance of many departments and the ability to use enforcement authority to prevent behavior that threatens the health, safety, and well-being of Nashvillians; and,

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

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

Section 1. That new Sections of the Metropolitan Code, to be designated as Metropolitan Code § 10.64.011, § 13.20.045, § 15.64.225, and § 16.04.180, are hereby enacted to state as follows:

"Notwithstanding any other provision of this title, it is a condition of any permit or work authorization issued pursuant to the authority granted herein, including those issued prior to the effective date hereof, that the permittee and its employees abide by applicable laws, rules, regulations and orders, including without limitation those emergency orders issued by the Chief Medical Director in connection with a declared state of emergency in all or part of Davidson County. Employees of a department that has authorized work or issued a permit pursuant to this title may order the cessation of work or specific activities, or the suspension of a permit, on any work site operating under such permit, for a violation of an emergency order.

Notice of the stop work order shall be in writing and shall be given to the owner of the property or to his agent or to the person in charge of the work or overseeing the operation. When, in the opinion of the director of the department that authorized work or issued a permit, or the director's agent, that an emergency exists, a written stop work order shall not be required, and in such instances, oral notice to the owner, his agent or the person in charge of the work shall have the same force and effect as a

written order. Any violation of the stop work order shall be assessed as a civil penalty at the rate of fifty dollars per day. In addition, where a violation exists, the director of the department or the director's agent may request that utility service be curtailed until the violation is corrected or abated. Appeals from the stop work order may be made to the relevant board or commission that oversees the authorization of the work or issuance of the permit."

Section 2. This ordinance shall take effect from and after its final passage, the welfare of the public requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo
Director of Finance

INTRODUCED BY:

Bob Mendes

Russ Pulley

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

Sharon Hurt
Member(s) of Council

ORDINANCE NO. BL2020-_____

An ordinance amending Metropolitan Code § 1.24.030 to permit the Mayor to enlist Metropolitan Employees outside of the Health Department and MNPD to issue citations to enforce emergency health orders.

WHEREAS, Tenn. Code Ann. § 68-2-609, Metropolitan Charter § 10.103, and Metropolitan Code § 2.36.020 authorize the Medical Director of the Metropolitan Department of Health to take such action as may become necessary to assure the maintenance of public health and the prevention of disease; and,

WHEREAS, Metropolitan Code § 1.24.030 permits employees of specific departments, boards, and commissions to issue citations related to code violations within those departments, boards, and commissions; and,

WHEREAS, effective enforcement of county-wide emergency health orders requires the assistance of various employees throughout the Metropolitan Government; and,

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

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

Section 1. That Metropolitan Code § 1.24.030, is hereby amended by adding the following language to the final sentence of this section:

“After the declaration of a state of emergency for all or a portion of Davidson County by any officer authorized to do so, the Mayor may by written order appoint the employees of any Metropolitan Government department to assist in the enforcement of orders issued by the Chief Medical Director, including without limitation the issuance of citations for violations of such orders.”

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.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo
Director of Finance

INTRODUCED BY:

Bob Mendes

Russ Pulley

Sharon Hurt
Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-386

Mr. President –

I hereby move to amend Ordinance No. BL2020-386 by amending Section 2 by revising Paragraph A as follows:

A. No legislation approving the lease of metropolitan government-owned property, where the appraised land value is greater than \$1 million, to a private entity for a lease term of more than five years, including permitted extensions, shall be considered by the metropolitan council unless and until a publicly-noticed community meeting has been held. The Director of Public Property Administration may adjust the \$1 million threshold annually based upon the percentage increase, if any, by which the Consumer Price Index for the most recent calendar year ending before the beginning of such year exceeds the Consumer Price Index for all urban consumers published by the United States Department of Labor for the previous calendar year. Notice of the community meeting shall be ~~provided~~ posted on the Metro website, and the proposed lessee shall be responsible for distributing the notice of the community meeting by U.S. mail or email at least one week prior to the meeting to neighborhood associations and community organizations registered with the Mayor’s Office of Neighborhoods that are located within a one-mile radius of the property to be leased.

SPONSORED BY:

Burkley Allen
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-387

Mr. President –

I hereby move to amend Ordinance No. BL2020-387 as follows:

I. By amending Section 1, proposed Metropolitan Code Section 3.24.010 to delete the phrase “August 31, 2023” and replacing it with “October 1, 2027” wherever it appears.

SPONSORED BY:

Freddie O’Connell
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-290

Mr. President:

I move to amend Ordinance No. BL2020-290 as follows:

- I. By amending Section 3 by deleting it in its entirety and substituting therefore the following:

Section 3. Be it further enacted, that the uses of this SP shall be limited as follows: Zone 1 limited to 120 residential units; Zone 2 limited to all uses permitted by MUL-A; Zone 3 limited to all uses permitted by IWD, except all uses included in Exhibit A attached hereto shall be prohibited. Short term rental properties-owner occupied and short term, rental properties – not-owner occupied shall be prohibited in all zones.

INTRODUCED BY:

Antoinette Lee
Member of Council

Exhibit A

Land uses prohibited within Zone 3 of the Starwood Commons SP District BL2020-290

Industrial Uses:

- Compressor station
- Fuel storage
- Tank farm

Waste Management Uses:

- Collection Center
- Construction/demolition landfill
- Construction/demolition waste processing (project specific)
- Medical waste
- Recycling collection center
- Recycling facility
- Sanitary landfill
- Waste transfer

Utility Uses:

- Power and gas substation
- Power plant
- Reservoir / water tank
- Safety services
- Wastewater treatment
- Water / sewer pump station
- Water treatment plant
- Wind energy facility / small

Transportation Uses:

- Airport, medium or large commercial service
- Airport/heliport
- Boat dock (commercial)
- Bus station / landport
- Bus transfer station
- Commuter rail
- Helistop
- Motor freight
- Park and ride lot
- Railroad station
- Railroad yard
- Water taxi station

Commercial:

- Automobile repair
- Automobile sales / new
- Automobile sales / used
- Automobile service
- Beer and cigarette sales
- Boat storage
- Car wash

- Flea market
- Laundry plants
- Self-storage
- Wrecker service

Recreation and Entertainment Uses:

- Commercial amusement / outside
- Fairground
- Racetrack
- Sex club
- Stadium arena

Medical Uses:

- Non-residential drug treatment

Office:

- Alternative financial services

SUBSTITUTE ORDINANCE NO. BL2020-367

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to RM2-NS zoning for property located at 428 Old Lebanon Dirt Road, at the southeast corner of Old Lebanon Dirt Road and Dodson Chapel Road (5.83 acres), all of which is described herein (Proposal No. 2020Z-067PR-001).

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

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

By changing from RS15 to RM2-NS zoning for property located at 428 Old Lebanon Dirt Road, at the southeast corner of Old Lebanon Dirt Road and Dodson Chapel Road (5.83 acres), being Property Parcel No. 048 as designated on Map 086-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 086 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

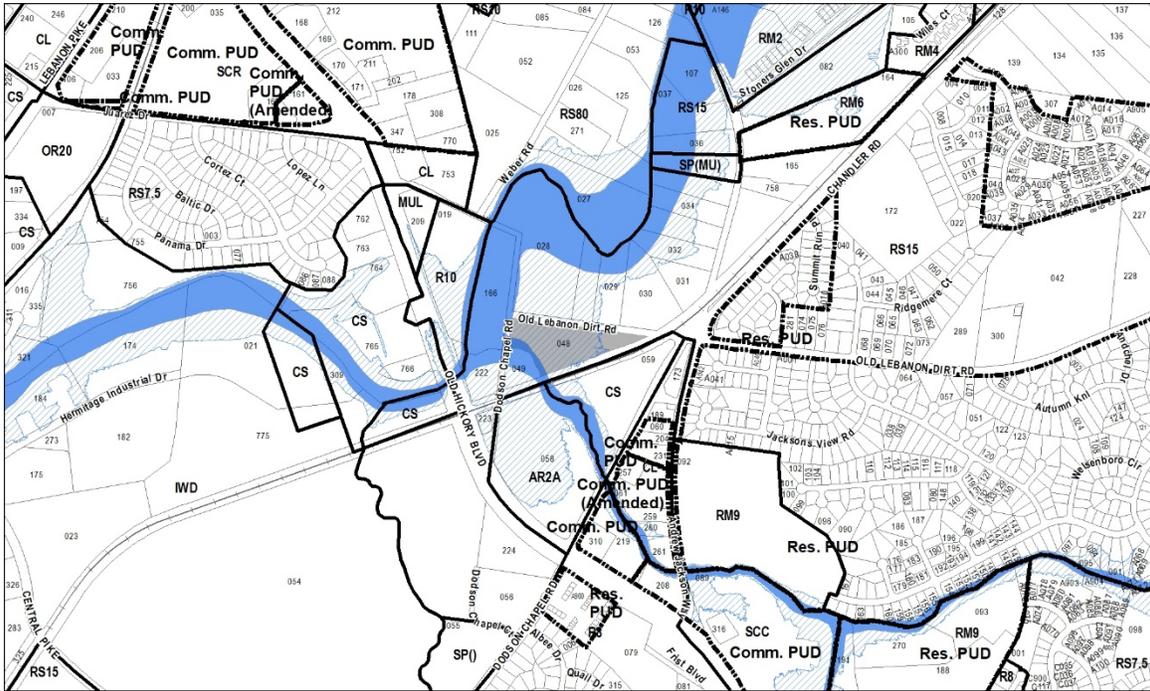
Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Larry Hagar

2020Z-067PR-001
Map 086, Parcel(s) 048
Subarea 14, Donelson - Hermitage - Old Hickory
District 11 (Hagar)
Application fee paid by: Jim Reddick

A request to rezone from RS15 to RM2-NS zoning for property located at 428 Old Lebanon Dirt Road, at the southeast corner of Old Lebanon Dirt Road and Dodson Chapel Road (5.83 acres), requested by Dean Design Group, applicant; James Reddick III, owner.



AMENDMENT NO. _____
TO
ORDINANCE NO. BL2020-374

Mr. President:

I move to amend Ordinance No. BL2020-374 as follows:

II. By amending Section 3 as follows:

Be it further enacted, that the uses shall be limited to a maximum of 17 bed and breakfast units, a 9,500 square foot event center, mansion tours, and an innkeeper's cottage. The mansion and grounds may be utilized for special events such as outdoor weddings and corporate events, utilizing temporary tents which may be accompanied by small outdoor music events.

INTRODUCED BY:

Jeff Syracuse
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-379

Mr. President –

I hereby move to amend Ordinance No. BL2020-379 by amending the third recital clause by correcting a typographical error in the referenced T.C.A. section, as noted below:

WHEREAS, T.C.A. ~~§ 67-4-705~~ § 67-4-723 provides that “upon receipt of the prescribed application and payment of fifteen dollars (\$15.00), together with any other information reasonably required, it shall be the duty of the county clerk, in the case of taxpayers located within the county, and the appropriate city official, in the case of taxpayers located within the incorporated municipality, to issue a license to the taxpayer (emphasis added); and

SPONSORED BY:

Joy Styles
Member of Council