

Metropolitan Council

PROPOSED AMENDMENTS PACKET FOR THE COUNCIL MEETING OF TUESDAY, FEBRUARY 15, 2022

A resolution approving a grant contract between the Metropolitan Government of Nashville and Davidson County and Louisiana Homebuyer Education Collaborative, Inc. (d/b/a Housing NOLA), a 501(c)(3) organization, to provide homeless performance review and recommendation support.

WHEREAS, the Metropolitan Government of Nashville and Davidson County wishes to enter into a grant contract, in an amount not to exceed \$500,000.00, with Louisiana Homebuyer Education Collaborative, Inc. (d/b/a Housing NOLA), a 501 (c)(3) organization, to provide homeless performance review and recommendation support; and,

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

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

Section 1. That the grant contract, in an amount not to exceed \$500,000.00, by and between the Metropolitan Government of Nashville and Davidson County and Louisiana Homebuyer Education Collaborative, Inc. (d/b/a Housing NOLA), a 501(c)(3) organization, to provide homeless performance review and recommendation support, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

APPROVED AS TO AVAILABILITY	INTRODUCED BY:
OF FUNDS: DocuSigned by:	
kelly Flannery/miw	Those Tome
–Kelly₂⊑lannery, Director	Freddie O'Connell
Department of Finance	
APPROVED AS TO FORM	Member(s) of Council
AND LEGALITY: DocuSigned by:	
Macy Amos	
Assistant Metropolitan Attorney	

{N0452183.1} D-22-10459

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND HOUSINGNOLA

This Grant Contract issued and entered into pursuant to Resolution ______ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and HOUSINGNOLA, ("Recipient"), is for the provision of Homeless Performance Review and Recommendation Support, 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 provide a homeless performance review and recommendation support, as described in Attachment 1.
- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 2. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be 24 months, commencing on February 15, 2022 and ending on February 15, 2024. The term of this Grant Contract may be extended for up to a total of 12 months, upon mutual agreement of the parties. The Director of Finance shall approve all extensions of this Grant Contract. 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 (\$500,000.00). 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.

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 within 90 days of the Contract end date. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. Expenditures, reimbursements, and payments under this grant contract shall adhere to the grant spending plan. The grantee may

vary from a grant spending plan line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total grant contract amount detailed by the grant spending plan. Any increase in the grant spending plan grand total amount shall require an amendment of the grant contract.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant <u>Annual Expenditure</u> <u>Report</u>, to be received by the Mayor's 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.
- 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 or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved 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 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. **Reporting.** The Recipient must submit an <u>Interim Program Report</u>, to be received by the Mayor's Office by no later than May 10, 2022, and a <u>Final Program Report</u>, to be received by the Mayor's Office within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of 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

Grant contract between the	Metropolitan Governme	ent of Nashville	and Davidson	County and
«GranteeName», Contract #	; February	4, 2022		

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.
- 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

Grant contract between the Metropolitan	Government of Nashville and Davidson County and
«GranteeName», Contract #	; February 4, 2022

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.
- 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 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 <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters: Mayor's Office Attn: Kristin Wilson 1 Public Square, Ste. 100 Nashville, TN 37201 (615) 862-6000 phone For enquiries regarding invoices: Office of Management & Budget 700 2nd Avenue South, Suite 201 PO Box 196300 Nashville, TN 37219-6300 (615) 862-6509, (615) 880-2800 fax

Recipient

Andreanecia Morris, Executive Director HousingNOLA 4640 S. Carrollton Avenue, Suite 160 New Orleans, LA 70119 (504) 224-8300

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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Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract #; February 4, 2022		
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY: APPROVED AS TO AVAILABILITY OF FUNDS: Docusigned by: APPROVED AS TO FORM AND LEGALITY Docusigned by: Math. Imas	RECIPIENT: HousingNOLA By: Mountain M. Maria Title: Andreanecia Morris, Executive Director	
Metropolitan Attorney		
FILED IN THE OFFICE OF THE CLERK:		
Metropolitan Clerk		

Homeless Performance Review and Recommendation Support

Phase 1: up to 12 weeks to produce preliminary recommendations

- Approximately 20-25% of scope is affordable housing; 75-80% of scope is homelessness
 - Due to evolving programs in affordable housing, past performance may not be predictor.
 Key will be a more qualitative review of planned and sustained efforts.
- Review current affordable housing and homeless performance across:
 - Metro operations
 - MDHA operations
 - Community alignment: non-profits, service providers, private foundations
 - Homeless Planning Council / Continuum of Care
 - o Housing Trust Commission
- Key considerations based on best practices and could include:
 - Number of people housed (at minimum, annually)
 - Housing retention
 - Programs: fit to need, effectiveness
 - Resourcing
 - o Capture/use and Quality of data
 - Systems, e.g., coordinated entry: process, effectiveness,
- Results should incorporate benchmarks from 5-10 major and peer urban areas, and include topics such as:
 - Performance benchmarks
 - Resourcing
 - Evidence-based drivers of performance: what makes an effective affordable housing and homelessness response
 - Organization structures
- Recommendations for improvement and next steps / implementation plan
 - Key areas of improvement
 - What needed resources, timing
 - Roles/ownership
 - How to support
 - Specific recommendation on organization

Deliverable: written report and presentation

Phase 2: Implementation phase based on recommendations

Approach:

- Two principals: Andreanecia Morris & Stacy Horn Koch
 - o Andreanecia Morris: review of affordable housing
 - o Stacy Horn Koch: review of affordable housing & homelessness
- Workshops/panels with additional national experts on housing and homelessness
- Phase 1 interviews to include
 - o Chair and executive committee members of the Homeless Planning Council, at minimum
 - Metro operations such as MHID, Social Services, Metro Action Commission, Planning / Housing Division, Office of Emergency Management
 - o MDHA operations
 - Chairs of the following Commissions Housing Trust Commission, Social Services
 Commission, Metro Action Commission, Planning Commission
 - At least 3-5 service providers / non-profits in affordable housing and homelessness
 - o At least 3-5 residents / formerly homeless individuals
- Phase 2 approach to be determined based on recommendations
 - o Implementation support

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY GRANT SPENDING PLAN

RECIPIENT NAME: HousingNOLA

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 02/15/22 through 02/15/2024			
EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
Salaries and Wages	\$0.00		\$0.00
Benefits and Taxes [(PERCENT)]	\$0.00		\$0.00
Professional Fees	\$400,000.00		\$400,000.00
Supplies	\$0.00		\$0.00
Communications	\$0.00		\$0.00
Postage and Shipping	\$0.00		\$0.00
Occupancy	\$0.00		\$0.00
Equipment Rental and Maintenance	\$0.00		\$0.00
Printing and Publications	\$0.00		\$0.00
Travel/ Conferences and Meetings	\$75,000.00		\$75,000.00
Insurance	\$0.00		\$0.00
Specific Assistance to Individuals	\$0.00		\$0.00
Other Non-Personnel	\$25,000.00		\$25,000.00
GRAND TOTAL	\$500,000.00	\$0.00	\$500,000.00



Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

Submission Acknowledgment

January 26, 2022

Submission #: 006108733

Filing Type: Nonprofit Corporation - Foreign

Submission Date: 01/26/2022 4:08 PM Delayed Effective Date: 01/31/2022 12:00 AM

Status: Pending-Review

Duration Term: Perpetual Public/Mutual Benefit: Public

Formation Locale: LOUISIANA

07/29/2013

Fiscal Year Close: 12

Annual Report Due: 04/01/2023

Image #:

Date Formed:

Document Receipt

Receipt #: 006869243 Filing Fee: \$600.00

Payment-Credit Card - State Payment Center - CC #: 3822415909

\$600.00

Registered Agent Address:

UNITED STATES CORPORATION AGENTS, INC.

STE 308

4295 CROMWELL RD

CHATTANOOGA, TN 37421-2163

Principal Address:

ANDREANECIA MORRIS

STE 160

4640 S CARROLLTON AVE

NEW ORLEANS, LA 70119-6092

The submission of your Application for Certificate of Authority for Louisiana Homebuyer Education Collaborative, Inc. to the State of Tennessee has been received by the Secretary of State's office. The Secretary of State's Office will review all submitted documents and provide approval or rejection within 1 to 3 business days.

To check the status of your submission, visit https://tnbear.tn.gov/Submission. Once your filing has been reviewed and approved by the Secretary of State's office, you will be able to print a copy of your documents from the same web page.

Your submission number is: 006108733.

Tre Hargett Secretary of State



Bylaws

Article 1 – Purpose

- 1.1 Name. The name of the non-profit organization is HousingNOLA
- 1. 2 Objective. HousingNOLA is a nonprofit organization domiciled in New Orleans, Louisiana dedicated to ending the affordable housing crisis by developing implementing strategies that would guarantee housing by aligning policy, advocacy, and public and private resources in service to community. HousingNOLA's mission is to provide a road map to maximize the effectiveness of scarce government resources, increasing non-traditional resources, and assisting private sector investors in making strategic choices. Through partnership with community leaders, and dozens of public, private, and nonprofit organizations, HousingNOLA works to end housing insecurity and establish a data driven housing system that addresses systemic and historic racial and economic barriers to housing for all.

Article 2 – Executive Committee

- 2.1. Executive Committe. The governance and management of HousingNOLA shall be entrusted to an Executive Committee (herein referred to as the "Executive Committee") which shall govern and manage the work of HousingNOLA in accordance with these bylaws.
- 2.2. Executive Committee composition. The Executive Committee shall consist of up to at least five, but no more than nine members.
- 2.3. Executive Committee terms. Executive Committee members shall serve until they elect to leave or are removed.
- 2.4. Expansion of the Executive Committee. The Executive Committee may elect to increase the number of directors and appoint additional individuals to the Executive Committee.
- 2.5. Election to the Executive Committee. Executive Committee members are nominated by any current HousingNOLA Executive Committee member. Those nominations shall be submitted to the Executive Committee for follow-up with those nominees. As Executive Committee vacancies come up, the Executive Committee will consider any persons that have been nominated and vetted by the Executive Committee. Potential Executive Committee members will be presented to the full HousingNOLA Executive Committee for approval.



Bylaws

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- 2.6. Vacancies. Any vacancy on the Executive Committee occurring during the year by reason of death, resignation, removal from office, conflict of interest, or other extenuating circumstance may be filled by a vote of a majority of the Executive Committee members in office, and the person so elected shall serve until his successor is elected.
- 2.7. Meetings. Regular meetings of the Executive Committee shall be held quarterly, though the Executive Committee may have the discretion to call special meetings from time-to-time as new or urgent business may come up. Special meetings may be called by any of the Executive officers upon the written approval of at least three Executive Committee members.
- 2.8. Notice of Meetings. Written notice (via email, letter, or text) of the time and place, and in the case of special meetings, the purpose of such meetings of the Executive Committee, shall be given to each Executive Committee member not less than five days prior to the scheduled meeting. Meetings may be conducted via conference call, video, or in person.
- 2.9. Quorum. One more than half of the Executive Committee members (3 of 5) then in office shall constitute a quorum for the transaction of business at any meeting of the Executive Committee. Any one or more Executive Committee members may participate in a Executive Committee meeting by means of a conference telephone or similar device providing all persons in the meeting can hear each other at the same time, and in such event, such Executive Committee members participation by conference or telephone or similar device shall be deemed present for quorum voting and all other purposes.
- 2.10. Voting. Except as otherwise provided in these bylaws, or required by law, all actions of the Executive Committee shall be upon a simple majority vote of Executive Committee members present (including those present via conference video or phone, or written proxy). A written proxy may be submitted to the Executive Committee Secretary or his/her designee so that it may considered as official record during the Executive Committee's actions.
- 2.11. Resignation and Removal of Executive Committee members. Any Executive Committee member or office may resign at any time by submitting a written resignation notice to any member of the Executive Director and the President. Any Executive Committee member (including any officers) may be removed as a Executive Committee member and/or from his/her office with cause at any time by a two-thirds vote of the Executive Committee then in office. When a Executive Committee member is removed from his/her position on the Executive Committee, the Executive Director will send a written notice to the Executive Committee member notifying him/her of the Executive Committee's decision and rationale.
- 2.12. Audit Report. The financials of HousingNOLA shall be audited annually by a certified public accountant. The report of such accountant shall be submitted to the Executive Committee and filed with the organization's records. A summary of the report shall be made available to any HousingNOLA member at his/her request.

Article 3 – Committees of the Executive Committee

- 3.1. Officers Committee. The Officers Committee shall appoint on an annual basis from its active Executive Committee members an Officers Committee of not less than three persons. Such Officers the Committee shall include the President, Treasurer and Secretary. Subject to the further provision of the bylaws and other applicable provisions of the law, the Officers Committee shall have all of the authority of the full Executive Committee between quarterly, except that it shall not reverse any prior action of the Executive Committee, and any action of the Officers Committee may be overruled by a majority vote of the full Executive Committee present at any regular or special meetings of the Executive Committee. The Officers Committee shall adopt its own rules governing its meeting dates and procedures.
- 3.2. Finance Committee. The Executive Committee shall appoint from among its members, or from among such other persons as the Executive Committee may see fit, a Finance Committee which shall advise with and aid the officers and Executive Director of HousingNOLA in all financial matters related to the organization and ensure responsible stewardship of HousingNOLA. This shall include review of an annual budget to be voted by the full Executive Committee prior to the beginning of its fiscal year (no later than June 30). The Finance Committee shall advise the Executive Committee and the Executive Committee on financial matters. The ultimate determination of financial matters shall rest with the Executive Committee. At least one Executive Committee member shall be a member of the Finance Committee.
- 3.3. Other Committees. The Executive Committee may also appoint from among its members or from among such other persons as the Executive Committee may see fit, one or more other Committees in addition to the Executive Committee and Finance Committee. Such committees shall advise with and aid the officers and Executive Director of HousingNOLA in such matters as are designated by the Executive Committee. Each such committee may, subject to the approval of the Executive Committee, prescribe rules and regulations for the call and conduct of its meetings and other matters relating to procedure.
- 3.4 Limits on Money Commitments. Neither the Executive Committee nor any other committee shall have the power to make any obligation binding HousingNOLA to the payment of any sum of money without specific authorization of the Executive Committee. Said authorization may, however, be provided by the Executive Committee in advance in writing and may include a general authorization for the Executive Committee or the Executive Director to incur obligations up to a specified amount.

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4.1. Officers. The officers comprising the Officer Committee of HousingNOLA shall be the President, Treasurer and Secretary, all of whom shall be elected by the members of HousingNOLA at either the Annual or Semi-Annual meeting (or at a Special Meeting in lieu thereof). In addition, the Executive Committee may, but shall not be required to, create additional offices, which may include a Chair if the Executive Committee sees fit. In such event,

such other officers shall be elected at the Annual Meeting along the President, Treasurer and Secretary.

- 4.2. Terms. The officers shall be elected and hold office for six years, with an option to be reelected successively, and until their successors are elected and shall qualify.
- 4.3. Vacancies. If for any reason the President cannot complete his/her term in office, s/he will be succeeded by either the Vice-President or Secretary/Treasurer. Otherwise, whenever there is a vacancy in any of the offices of HousingNOLA for any reason, it may be filled by a vote of the majority of the Executive Committee members at any meeting. Any person elected shall serve in such office until his/her successor is duly elected by the members at the next Annual Meeting, Semi-Annual meeting or a Special meeting called for that purpose.
- **4.4.** President. The President shall: Preside over all meetings of members, Board of Directors, and the Officers Committee, serve as a member, ex-officio, with the right to vote on all committees, make all required appointments of standing and special committee chairpersons with the approval of Executive Committee, approve an agenda for all meetings, ensure that all Executive Committee Members are aware of the agenda, time, place and dates of meetings, and perform other such duties as are necessarily incident to the office of President or as may be prescribed by the Executive Committee.
- 4.5 Vice-President. The Vice-President shall assist the President in all duties, preside over meetings in the absence of the president, act as liaison between the committee chairpersons and the Executive Committee, and perform the duties of President in the event of the latter's inability to serve.
- 4.5. Secretary-Treasurer. The Secretary-Treasurer shall have oversight of all of the organization's funds, property, and other financial effects of HousingNOLA subject to regulations and limitations as may be imposed by the Executive Committee and shall in general perform all of the duties normally incident to the office of the Secretary-Treasurer. Among other things, the Secretary-Treasurer shall keep, or cause to be kept, full and accurate accounts of the financial transactions of HousingNOLA and shall render to the Executive Committee and to meetings of the members, such reports as to the financial affairs of HousingNOLA as the Executive Committee or President may from time-to-time request. The Secretary-Treasurer shall preside over the Finance Committee of HousingNOLA as its chair.
- 4.7. Other Officers. If the Executive Committee decides to create or fill other offices, including but not limited to, the office of Chair, such officers shall perform such duties as may be prescribed from time to time by the Executive Committee.

Article 5 – Agents and Representatives

- 5.1. Appointments. The Executive Committee may appoint such staff and agents of HousingNOLA to be paid a salary and to have such powers and duties as set forth in these bylaws, as the Executive Committee may from time-to-time determine.
- 5.2. Executive Director. The Executive Committee shall appoint an Executive Director to run the daily operations of HousingNOLA. The Executive Director shall have the authority to:
 - a. proposes and work with the Executive Committee on the development of both long-term and short-term programs for HousingNOLA;
 - b. represent HousingNOLA as its agent in all public and private forums;
 - c. hire or remove, with notice to the Executive Committee, any staff or agents of HousingNOLA that the Executive Committee deems necessary to meet the organization's goals and programs;
 - d. supervise and direct any staff or agents of HousingNOLA as the Executive Committee deems necessary;
 - e. direct the day-to-day financial and administrative operations of HousingNOLA in accordance with the program goals approved by the Executive Committee;
 - f. participate ex. officio in all committees established by the Executive Committee, except any committee established to decide the Executive Director's continued employment by the organization.
 - g. shall be generally responsible for the maintenance of membership and Executive Committee records, including minutes of the meetings and other written records of HousingNOLA.
 - h. shall enter (or cause to be entered) in record books kept for that purpose minutes of resolutions, transactions, and other business carried out at HousingNOLA Executive Committee meetings;
 - i. shall maintain (or cause to be maintained) a record of the names and contact information of all members in good standing, which shall be a record open for inspection as prescribed by law;
 - j. shall give (or cause to be given) notices of meetings as provided for by these bylaws; and shall in general perform all of the duties normally incident to the office of Secretary.
- 5.3. Staff. The Executive Committee may authorize the Executive Director to employ on behalf of HousingNOLA other paid employees or agents within a total budget to be determined by the Executive Committee. The Executive Director shall be responsible for the hiring, supervising, directing, or removing with notice to the Executive Committee-- any staff or agents of HousingNOLA.

5.4. Resignation and Removal. The Executive Director may resign at any time by delivering a resignation letter to the President or Vice-President of the Executive Committee. The Executive Director may be removed from his/her office with cause at any time by a two-thirds vote of the Executive Committee members in office. A staff member or agent may resign at any time by delivering a written resignation to the Executive Director or President of the Executive Committee. Any staff member or agent may be removed from his/her position with cause at any time by the Executive Director, who shall notify the Executive Committee about such actions as soon as they are taken.

Article 6 - Contracts

6.1. Contracts. The Executive Director, subject to the direction of the Executive Committee, shall sign all written obligations and contracts on behalf of HousingNOLA in accordance with the organization's financial policy. The Executive Director may also be authorized by a resolution of the Executive Committee to execute contracts and any written obligation on behalf of HousingNOLA in accordance with or fulfillment of projects and/or goals established by the Executive Committee or the Officers Committee.

Article 7 – Finances

- 7.1. Investments. The Executive Committee may invest or re-invest any funds held by HousingNOLA according to the advice of the Finance Committee and approval of the majority of the Executive Committee. The Executive Committee may delegate all or any part of its authority with respect to the investment or reinvestment of the funds of HousingNOLA to the Finance Committee, whose members shall include at least one member of the Executive Committee.
- 7.2 Fiscal Year. The Executive Committee may adopt a fiscal year for HousingNOLA, which may be other than the calendar year—beginning January 1st and ending on December 31st each year.

Article 8 - Amendments

8.1. Amendments. These by-laws may be amended, repealed or otherwise changed or new bylaws may be adopted by a majority vote of the Executive Committee during a regular Executive Committee meeting or a special meeting of the Executive Committee as permitted by these bylaws. Amendments introduced for consideration shall be provided in writing to the Executive Committee at least 24 hours priors to a meeting where a vote is decided on such amendment(s).

Article 9 - Liability and Indemnification

- 9.1. Non-Liability. No Executive Committee member shall be held individually liable or responsible for any contract debts or faults of HousingNOLA or its Executive Committee of Directors.
- 9.2. Executive Committee Indemnification. Housing NOLA shall defend, indemnify, and hold harmless, to the maximum extent permitted by law, any former, present, or future director, officer, agent, or fiduciary of against any claim, liability or expense arising against or incurred by such person in the event such person is made party to a proceeding because such person is or was serving as officer, director, partner, trustee, employee, fiduciary or agent of Housing NOLA. The organization shall maintain Directors and Officers (D&O) insurance providing such indemnification.

Article 10 - Prohibited Activities/ Conflict of Interest

- 10.1. No part of the net earnings of HousingNOLA shall inure to the benefit of or be distributable to its members, officers, or other private persons, or any for-profit organization or company in which any member, or officer holds an ownership interest. Notwithstanding, HousingNOLA 's Executive Committee shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.
- 10.2. Notwithstanding any other provision of these Amended Articles, HousingNOLA shall not engage in any other activities not permitted by a corporation exempt from federal income under Section 501 (c)(3) of the Internal Revenue Code.

- 2.6. Vacancies. Any vacancy on the Executive Committee occurring during the year by reason of death, resignation, removal from office, conflict of interest, or other extenuating circumstance may be filled by a vote of a majority of the Executive Committee members in office, and the person so elected shall serve until his successor is elected.
- 2.7. Meetings. Regular meetings of the Executive Committee shall be held quarterly, though the Executive Committee may have the discretion to call special meetings from time-to-time as new or urgent business may come up. Special meetings may be called by any of the Executive officers upon the written approval of at least three Executive Committee members.
- 2.8. Notice of Meetings. Written notice (via email, letter, or text) of the time and place, and in the case of special meetings, the purpose of such meetings of the Executive Committee, shall be given to each Executive Committee member not less than five days prior to the scheduled meeting. Meetings may be conducted via conference call, video, or in person.
- 2.9. Quorum. One more than half of the Executive Committee members (3 of 5) then in office shall constitute a quorum for the transaction of business at any meeting of the Executive Committee. Any one or more Executive Committee members may participate in a Executive Committee meeting by means of a conference telephone or similar device providing all persons in the meeting can hear each other at the same time, and in such event, such Executive Committee members participation by conference or telephone or similar device shall be deemed present for quorum voting and all other purposes.
- 2.10. Voting. Except as otherwise provided in these bylaws, or required by law, all actions of the Executive Committee shall be upon a simple majority vote of Executive Committee members present (including those present via conference video or phone, or written proxy). A written proxy may be submitted to the Executive Committee Secretary or his/her designee so that it may considered as official record during the Executive Committee's actions.
- 2.11. Resignation and Removal of Executive Committee members. Any Executive Committee member or office may resign at any time by submitting a written resignation notice to any member of the Executive Director and the President. Any Executive Committee member (including any officers) may be removed as a Executive Committee member and/or from his/her office with cause at any time by a two-thirds vote of the Executive Committee then in office. When a Executive Committee member is removed from his/her position on the Executive Committee, the Executive Director will send a written notice to the Executive Committee member notifying him/her of the Executive Committee's decision and rationale.
- 2.12. Audit Report. The financials of HousingNOLA shall be audited annually by a certified public accountant. The report of such accountant shall be submitted to the Executive Committee and filed with the organization's records. A summary of the report shall be made available to any HousingNOLA member at his/her request.

Article 3 – Committees of the Executive Committee

- 3.1. Officers Committee. The Officers Committee shall appoint on an annual basis from its active Executive Committee members an Officers Committee of not less than three persons. Such Officers the Committee shall include the President, Treasurer and Secretary. Subject to the further provision of the bylaws and other applicable provisions of the law, the Officers Committee shall have all of the authority of the full Executive Committee between quarterly, except that it shall not reverse any prior action of the Executive Committee, and any action of the Officers Committee may be overruled by a majority vote of the full Executive Committee present at any regular or special meetings of the Executive Committee. The Officers Committee shall adopt its own rules governing its meeting dates and procedures.
- 3.2. Finance Committee. The Executive Committee shall appoint from among its members, or from among such other persons as the Executive Committee may see fit, a Finance Committee which shall advise with and aid the officers and Executive Director of HousingNOLA in all financial matters related to the organization and ensure responsible stewardship of HousingNOLA. This shall include review of an annual budget to be voted by the full Executive Committee prior to the beginning of its fiscal year (no later than June 30). The Finance Committee shall advise the Executive Committee and the Executive Committee on financial matters. The ultimate determination of financial matters shall rest with the Executive Committee. At least one Executive Committee member shall be a member of the Finance Committee.
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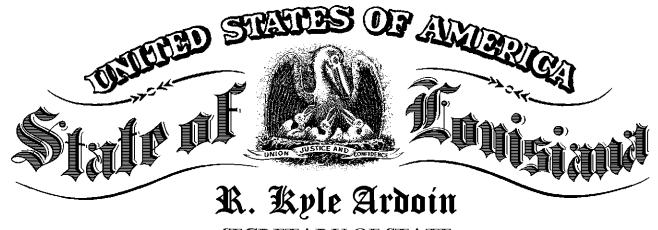
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- 9.2. Executive Committee Indemnification. Housing NOLA shall defend, indemnify, and hold harmless, to the maximum extent permitted by law, any former, present, or future director, officer, agent, or fiduciary of against any claim, liability or expense arising against or incurred by such person in the event such person is made party to a proceeding because such person is or was serving as officer, director, partner, trustee, employee, fiduciary or agent of Housing NOLA. The organization shall maintain Directors and Officers (D&O) insurance providing such indemnification.

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- 10.1. No part of the net earnings of HousingNOLA shall inure to the benefit of or be distributable to its members, officers, or other private persons, or any for-profit organization or company in which any member, or officer holds an ownership interest. Notwithstanding, HousingNOLA 's Executive Committee shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.
- 10.2. Notwithstanding any other provision of these Amended Articles, HousingNOLA shall not engage in any other activities not permitted by a corporation exempt from federal income under Section 501 (c)(3) of the Internal Revenue Code.



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

LOUISIANA HOMEBUYER EDUCATION COLLABORATIVE, INC.

A corporation domiciled in NEW ORLEANS, LOUISIANA,

Filed charter and qualified to do business in this State on July 29, 2013,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State as a Non-Profit Corporation.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 26, 2022

R 12fe No. Secretary of State

Web 41170949N



Certificate ID: 11516966#52N83

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.

www.sos.la.gov

Tom Schedler
SECRETARY OF STATE

04/22/2016

State of Louisiana Secretary of State



COMMERCIAL DIVISION 225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

LOUISIANA HOMEBUYER EDUCATION COLLABORATIVE, INC. 4640 S. CARROLLTON AVE. SUITE 160
NEW ORLEANS, LA 70119

DEAR SIR/MADAM:

HOUSINGNOLA & LOGO

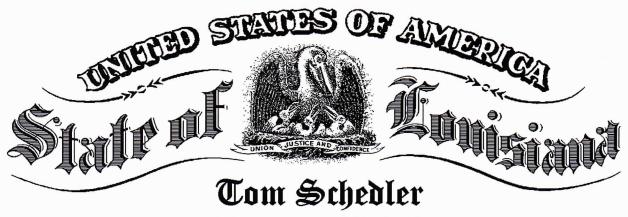
It has been a pleasure to approve and place on file your Trade Name & Logo. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

Online filing options are available if changes are necessary to your registration or you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely

The Commercial Division



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

LOUISIANA HOMEBUYER EDUCATION COLLABORATIVE, INC., located at 4640 S. CARROLLTON AVE., SUITE 160, NEW ORLEANS, LA 70119,

Has filed for record in this department an application for the trade name

HOUSINGNOLA & LOGO: BLUE HOUSE WITH FLEUR DE LIS IN THE CENTER & HOUSINGNOLA UNDER

Which was first used in the State of Louisiana on October 14, 2014,

Said application was filed and recorded in this Office on April 22, 2016, which recordation is for a term of ten years from the date hereof.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

Secretary of State

April 22, 2016

Certificate ID: 10704289#B4P83

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.

www.sos.la.gov

PA 66-5119

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Date: SEP 0 4 2014

LOUISIANA HOMEBUYER EDUCATION COLLABORATIVE INC C/O JESSICA J EDWARDS 211 N BROADWAY STE 3600 ST LOUIS, MO 63102

Employer Identification Number: 46-3546935 DLN: 17053063326034 Contact Person: ID# 31954 CUSTOMER SERVICE Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 509(a)(2) Form 990 Required: Effective Date of Exemption: July 29, 2013 Contribution Deductibility: Yes Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

LOUISIANA HOMEBUYER EDUCATION

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Director, Exempt Organizations

Ordinance No.

An ordinance approving a contract between the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, and the Mental Health Cooperative to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel.

WHEREAS, the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, wishes to contract with the Mental Health Cooperative to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel; 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 ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the contract by and between the Mental Health Cooperative and the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:	INTRODUCED BY:
$\bigcap_{\alpha} \bigcap_{\alpha}$	Eni Evans
CAC. NO	Erin Evans
John Drake, Chief	0 11 10 000
Metropolitan Nashville Police Department	Burly MAller
	Burkley Allen
APPROVED AS TO AVAILABILITY	•
OF FUNDS:	
Kelly Flannery/mjw	Member(s) of Council
Kelly Flannery, Director	

APPROVED AS TO FORM AND LEGALITY:

Director of Finance

Phylinda Ramsey
Assistant Metropolitan Attorney

Contract for Training Personnel Between Metro Nashville Police Department And the Mental Health Cooperative

The purpose of this agreement (the "Agreement") is to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel.

Mental Health Cooperative ("MHC") and Metro Nashville Police Department ("MNPD") enter into this Agreement and agree to the following terms:

A. MHC agrees to the following:

- a. Attend and participate in multidisciplinary meetings, as necessary, for the purposes of collaboration and evaluation of training program format and effectiveness.
- b. Provide mental health training of MNPD officers by a qualified instructor. Training will include, but not be limited to, Crisis Intervention Team Curriculum training, recruit training, in-service training, and reality-based training.
- c. Provide a point person within MHC Mobile Crisis Response Team Leadership as a Law Enforcement Liaison dedicated to addressing any issues that may arise related to this agreement and serving as the primary point of contact regarding training needs.
- d. Provide and review any relevant data regarding number of MNPD personnel trained each month.

B. Metro Nashville Police Department agrees to the following:

- a. Provide training opportunities to MNPD personnel on major topics including, but not limited to, recognizing signs and symptoms of mental illness, suicide risk, verbal de-escalation techniques, behavioral health referral sources, and involuntary commitment criteria.
- b. Provide sufficient space for training events to occur.
- c. Attend and participate in multi-disciplinary meetings, as necessary, for purposes of collaboration and evaluation of training effectiveness.
- d. Provide a point person within MNPD leadership who is dedicated to addressing any issues that may arise related to this agreement.

(NO452723.1) 1

e. Provide and review any relevant data regarding number of MNPD police personnel who have received training.

Both parties agree to the following assurances:

- 1. As designated in RS2022-1313, the Metropolitan Council has designated \$350,000 in American Rescue Plan Act funds towards the implementation of this mental health training program. In fiscal year 2022, the Metropolitan Council has designated \$50,000 for payment of wages for a certified training instructor provided by MHC. In fiscal years 2023, 2024, and 2025, the Metropolitan Council has designated \$100,000 each year for the wages for a certified training instructor provided by MHC. MNPD will retain these funds until MHC submits a monthly invoice to MNPD for services rendered under this contract. Upon receipt of an invoice for services rendered, MNPD will provide payment to MHC within thirty days.
- 2. This agreement shall commence upon approval by the Metropolitan Council.
- 3. MNPD or MHC may terminate this contract at any time upon fourteen (14) days written notice to the other party. Should MHC fail to fulfill in a timely and proper manner its obligations under this contract, or if it should violate any of the terms of this contract, MNPD shall have the right to immediately terminate the contract. MNPD shall also have the right to immediately terminate this contract if MHC, or any person or entity being provided with services pursuant to this contract, engages in any illegal activity. Such termination shall not relieve MHC of any liability to MNPD or the Metropolitan Government for damages sustained by virtue of any breach by MHC.
- 4. This Agreement shall not be assigned by either party in any manner or by operation of law. Any such assignment is deemed null and void.
- 5. Either party may contact the other at any time to review this Agreement and make modifications as needed. Any modifications to this Agreement must be included in an instrument in writing signed by a duly authorized representative of each of the parties, effective as of the date stipulated therein.
- 6. Each party to this Agreement will be and remain legally and financially responsible for its own acts and omissions, and the resulting damages, expenses, liabilities, and costs, and for those of its affiliates, employees, and agents, related to this Agreement. The Metropolitan Government is self-insured. Throughout the term of this Agreement, MHC will, at its own expense, continuously maintain in full force and effect comprehensive general liability insurance and errors and omissions coverage for injuries or damages arising out of or in connection with the performance of this Agreement in the amount not less than \$1 million

(NO452723.1)

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- occurrence/\$2M aggregate and will provide a copy of its certificate of insurance at Metro's request.
- 7. This contract shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this contract shall be maintained in a court located in Davidson County, Tennessee. This Agreement, and the attached documents (if any), constitutes the entire agreement of the parties on the subject matter of this Agreement and supersedes any previous communication or agreements between parties.
- 8. Each party to this agreement understands that any training materials produced because of this agreement and any training are public record and are subject to disclosure. Further, MHC understands that any personnel assigned to train MNPD personnel may be called upon to testify related to that training without additional compensation from MNPD.
- 9. The parties agree to comply with any applicable federal, state, and local laws and regulations.
- 10. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- 11. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. 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.

The above-mentioned responsibilities and assurances have been agreed upon by all parties involved.

Amanda Bracht, LCSW

Date

emande Brown 2/9/2002

Senior VP, Public Relations,

Community Development, Judicial Services

Mental Health Cooperative

John Drake

Date

Chief of Police

Metropolitan Nashville Police Dept.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FU	
Kelly Flannery/mjw	2/11/2022
	Date
APPROVED AS TO INSURANCE REQUIREMENTS:	
Balogun Cobb	02/10/2022
Director of Insurance	Date
Metropolitan Government	
APPROVED AS TO FORM AND LEGALIT	Y:
Phylinda Ramsey	02/10/2022
Phylinda Ramsey Assistant Metropolitan Attorney	Date
FILED IN THE OFFICE OF THE	
METROPOLITAN CLERK:	
Metropolitan Clerk	Date





John Cooper, Mayor

John C. Drake Chief of Police February 11, 2022

Member of Council Metro Council Nashville, TN 37202 Telephone 615-862-6780

February 11, 2022

TO: Vice Mayor Jim Shulman & Members of the Metropolitan Council

FROM: Commander Chris Gilder

RE: Suspension of Rule 13

I am requesting support of a late ordinance to approve a contract between the Metro Nashville Police Department ("MNPD") and the Mental Health Cooperative ("MHC") for training MNPD personnel on mental health issues. In RS2022-1313, the Metropolitan Council designated \$350,000 in American Rescue Plan Act funds towards the implementation of a mental health training program. In fiscal year 2022, the Metropolitan Council has designated \$50,000 for payment of wages for a certified training instructor provided by MHC. In fiscal years 2023, 2024, and 2025, the Metropolitan Council has designated \$100,000 each year for the wages for a certified training instructor provided by MHC.

A copy of the ordinance is on the reverse side of this memo. This ordinance is being submitted as an emergency late item because Council already appropriated the funds (RS2022-1313) with the idea that training by a MHC professional would occur for half of a year at a salary of \$50,000. RS2022-1313 passed Council in January but there was not an agreement between MHC and MNPD detailing the rights and responsibilities of the parties. Since the passage of RS2022-1313, the parties have been diligently working on an agreement and finalized the agreement on February 9, 2022. This agreement needs approval as soon as possible so the appropriated funds can be used to train MNPD personnel on mental health.

I am, therefore, asking your support as I request a suspension of Rule 13 to allow the ordinance to be introduced this evening. Further, I respectfully request your favorable consideration.



Commander Chris Gilder



AMENDMENT NO.

TO

ORDINANCE NO. BL2022-1089

Mr. President -

I hereby move to amend Ordinance No. BL2022-1089 as follows:

I. By amending Section 1 by deleting the proposed definition of "Enclosed vehicle" in Metropolitan Code of Laws Section 6.77.010 as follows:

"Enclosed Vehicle" means any motor vehicle that is fully enclosed by metal, plexiglass, professionally installed operable vinyl windows, or glass on all sides and on the top/roof. Any vehicle not meeting this definition would constitute an "unenclosed vehicle." A vehicle is unenclosed if any portion of it lacks solid sides and a roof, including all appurtenances attached thereto, including, but not limited to, a pickup truck or a wagon or trailer pulled by a tractor, within which passengers are capable of standing and circulating while the vehicle is in motion. For purposes of this section, a vehicle "side" must be a full side enclosure of the vehicle and cannot consist of solely a guard rail or railing. It may contain windows capable of being opened, excluding the driver compartment if separate from the passenger area, but all windows shall be fully raised while the vehicle is in operation with customers aboard and any passenger is in possession of an open container. Enclosed vehicles shall maintain any required emergency access or exits but the emergency access or exits may not be used to avoid the safety goals intended by the enclosure.

- II. By amending Section 14 by deleting proposed Metropolitan Code of Laws Section 6.77.220, Subsection 8, as follows:
 - 8. Not permit a passenger to stand or ride on any part of the entertainment transportation vehicle other than the designated seating area while the entertainment transportation vehicle is in motion and to advise the passengers that they must be seated except when loading or unloading.
- III. By amending Section 16 as follows:

Section 16. That Section 6.77.240 of the Metropolitan Code of Laws is hereby amended by deleting Subsections B and C in its their entirety and replacing it these subsections with the following:

- B. A certificate holder or entertainment transportation vehicle driver commits a violation of this chapter if he or she provides or stocks any beer, ale, wine, or other alcoholic beverage in the entertainment transportation vehicle, except to the extent otherwise permitted by the Beer Board.
- C. The consumption of beer, ale, wine, or other alcoholic beverages upon or within an entertainment transportation vehicle is strictly prohibited, except to the extent otherwise permitted by the Beer Board.
- IV. By amending Section 22 as follows:

Section 22. That Section 7.24.040 of the Metropolitan Code of Laws is hereby amended by deleting Subsection <u>C in its entirety.</u> <u>C.1.a and replacing it with the following:</u>

a. An "Enclosed Vehicle" means any motor vehicle that is fully enclosed by metal, plexiglass, professionally installed operable vinyl windows, or glass on all sides and on the top/roof. Any vehicle not meeting this definition would constitute an "unenclosed vehicle." A vehicle is unenclosed if any portion of it lacks solid sides and a roof, including all appurtenances attached thereto, including, but not limited to, a wagon or trailer pulled by a tractor, within which passengers are capable of standing and circulating while the vehicle is in motion. For purposes of this section, a vehicle "side" must be a full side enclosure of the vehicle and cannot consist of solely a guard rail or railing. It may contain windows capable of being opened, but all windows, excluding the driver compartment if separate from the passenger area, shall be fully closed while the vehicle is in operation with customers aboard and any passenger is in possession of an open container. Enclosed vehicles shall maintain any required emergency access or exits but the emergency access or exits may not be used to avoid the safety goals intended by the enclosure.

SPONSORED BY:	
Zach Young	
Member of Council	

An ordinance approving a Lease Agreement by and between the Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Board of Education and Cameron College Prep (Proposal No. 2021M-011PR-001).

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through the Metropolitan Nashville Public Schools, and Cameron College Prep desire to enter into an agreement for the lease of property for the purpose of a charter school

WHEREAS, Metro wishes to lease the Premises noted in the lease to Cameron College Prep.

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

Section 1. The Lease agreement between The Metropolitan Government of Nashville and Davidson County and Cameron College Prep, which is attached hereto and incorporated by reference, is hereby approved and the Directors of Schools and the Department of Public Property are authorized to execute the lease on behalf of the Metropolitan Government.

Section 2. Any amendment, change, or extension to the lease shall be approved by resolution of the Metropolitan Council receiving twenty-one affirmative votes.

Section 3. That the Director of School shall have authority to approve any and all renovation and/or improvement projects presented by and for Cameron College Prep.

Section 4. This <u>resolution</u> <u>ordinance</u> shall take effect from and after its <u>adoption</u> <u>final passage</u>, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:	
Colby Sledge	
Member of Council	

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Corridor Design Overlay District to various properties located along Clarksville Pike and Dr D B Todd Jr Boulevard, from Abernathy Road southward to Buchanan Street, zoned CS, <u>SCN</u>, CL, MUL, R6, MUL, MUL-A, MUG-A, SP, IWD, RS5, R10, OR20-A, OL and OR20 and partially located within a Planned Unit Development Overlay District (<u>176.03</u> <u>135.37</u> acres), all of which is described herein (Proposal No. 2021CDO-001-001).

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

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

By applying a Corridor Design Overlay District to various properties located along Clarksville Pike and Dr D B Todd Jr Boulevard, from Abernathy Road southward to Buchanan Street, zoned CS, <u>SCN</u>, CL, MUL, R6, MUL, MUL-A, MUG-A, SP, IWD, RS5, R10, OR20-A, OL and OR20 and partially located within a Planned Unit Development Overlay District (476.03 135.37 acres); various owners., being various maps 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 various maps 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:
Brandon Taylor
Member of Council

2021CDO-001-001

Map 069, Parcel(s) 033, 035, 036, 103, 106

Map 069-08, Parcel(s) 020-022

Map 069-12, Parcel(s) 001, 025, 031, 033-035, 066-069, 084, 086, 087, 090-091

Map 069-16, Parcel(s) 014-017, 030-033, 037, 196, 198

Map 070-13, Parcel(s) 004-006, 040, 042-044, 046, 047, 053, 079-084, 117, 119, 124-127, 139, 140, 149, 156, 158, 162, 166

Map 070-13-0-A, Parcel(s) 900

Map 081-01, Parcel(s) 087

Map 081-02, Parcel(s) 001, 009, 121, 122, 167, 170, 176, 177, 181, 183-185, 187, 190, 192, 195, 198, 200

Map 081-06, Parcel(s) 229, 297, 298, 323, 324, 336-338, 340, 341, 343-345, 380-382, 384, 479, 483, 492

Map 081-07, Parcel(s) 022, 024, 026, 029-033, 159-163, 177-178, 180, 191, 192, 196-205, 559, 626-628

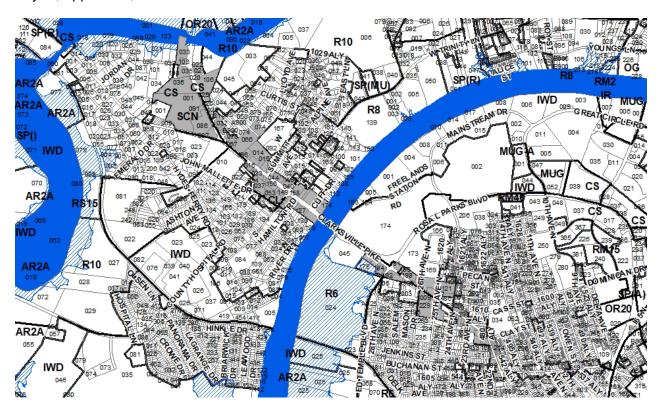
Map 081-11, Parcel(s) 012, 073, 208-210, 213, 214, 601

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity; 08,

02 (Kyonzté Toombs); 21 (Brandon Taylor)

Application fee paid by: Fee waived by Council

A request to apply a Corridor Design Overlay District to various properties located along Clarksville Pike and Dr D B Todd Jr Boulevard, from Abernathy Road southward to Buchanan Street, zoned CS, SCN, CL, MUL, R6, MUL, MUL-A, MUG-A, SP, IWD, RS5, R10, OR20-A, OL and OR20 and partially located within a Planned Unit Development Overlay District (176.03 135.37 acres), requested by Councilmember Kyonzté Toombs and Councilmember Brandon Taylor, applicants; various owners.



APN	Owner	PropAddr	PropCity	Pron	S PropZip
06916001400	RENEWAL HOUSE, INC.	3402 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06916001500	LUDIE LOU HOLDINGS, LLC & RXR, LLC	3400 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06916001600	BUILD - ENG CORP. INC	3407 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06916001700	JOHNSON IRREVOCABLE MARITAL TRUST	3411 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06916003000	HOLLIES, BRITTANY	2011 MANCHESTER AVE	NASHVILLE	TN	37218
06916003100	DENTON, ROBERT H.	2013 MANCHESTER AVE	NASHVILLE	TN	37218
06916003100	GREER, KENNETH R. & PAULINE M.	3405 CLARKSVILLE PIKE	NASHVILLE	TN	37218
	•		NASHVILLE	TN	37218
06916003300	DIALYSIS CLINIC, INC.	3229 CLARKSVILLE PIKE			
06916003700	191 III CUBE BORDEAUX SUB, LLC	3308 JOHN MALLETTE DR	NASHVILLE	TN	37218
06908002000	PARRISH, RICHARD H. ET UX	3828 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06908002100	ETEMADI, SHIRZAD	3832 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06908002200	PARRISH, RICHARD H. ET UX	3838 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06900003300	BROADY, TERRELL & BYRETTIA LAWRENCE	3855 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06900003500	RICHARDS, GUS	3837 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06900003600	BROADY, TERRELL A., SR. & BYRETTIA L.	3831 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912000100	WHEELER, EUGENE CARROLL & EUGENE JOSEPH	0 ASHLAND CITY HWY	NASHVILLE	TN	37218
06912002500	MOGHADOM, HASSAN ALLAI	0 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912003100	AUTOZONE, INC.	3712 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912003300	400 DEGREES	3704 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912003400	CONE, TOM F.	3700 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912003500	CONE, TOM F.	2103 COURTNEY AVE	NASHVILLE	TN	37218
06900010300	METRO GOV'T F ENG CO 24	3851 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912006600	RENEWED BY YOU INC	3600 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912006700	CHURCH OF JESUS CHRIST OF THE APOSTOLIC FAITH, INC.	3634 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912006800	FLATT, CHARLES E & JERRY E JR & THOMAS E & MARY JO	3636 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912006900	FLATT, CHARLES E & JERRY E JR & THOMAS E & MARY JO	3638 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06900010600	CHURCH OF THE LIVING GOD, P.G.T., INC, TRUSTEES OF	3808 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912008400	MOGHADOM, HASSAN ALLAI	3800 A CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912008600	NORTHGATE COMMONS, LLC	3709 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912008700	REGIONS BANK	3701 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912009000	CHURCH OF JESUS CHRIST OF THE APOSTOLIC FAITH, INC., THE	3634 B CLARKSVILLE PIKE	NASHVILLE	TN	37218
06912009100	WHEELER, EUGENE CARROLL & EUGENE JOSEPH	0 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06916019600	SHREE RADHA PARTNERSHIP, LTD.	3508 CLARKSVILLE PIKE	NASHVILLE	TN	37218
06916019800	RENEWAL HOUSE, INC	3408 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013000400	BENION, CHERYL L. & KEITH L.	2105 W SUMMITT AVE	NASHVILLE	TN	37218
07013000500	LUDIE LOU HOLDINGS, LLC & RXR, LLC	0 W SUMMITT AVE	NASHVILLE	TN	37218
07013000600	LUDIE LOU HOLDINGS, LLC & RXR, LLC	3400 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013004000	7-ELEVEN, INC	3200 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013004200	CAMPBELL, EUGENE & SHERRY	3228 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013004300	PATEL, SANMUKH JAGU & MANJULA SANMUKH	3230 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013004400	GROSETH FAMILY TRUST-2006, THE	3232 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013004600	ECMC PROPERTIES, LLC	3236 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013004700	DISSER, PHILIP & ROSEMARY	3227 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013005300	CROOK, STEVEN E. & ASSOC.	2001 S HAMILTON RD	NASHVILLE	TN	37218
07013007900	T & W AMUSEMENT COMPANY	3110 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013008000	T & W AMUSEMENT CO.	3104 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013008100	T & W AMUSEMENT CO., INC.	3102 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013008200	SMITH, GARY LEE	3000 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013008300	SMITH, GARY LEE	0 CLIFF DR	NASHVILLE	TN	37218
07013008400	SMITH, GARY LEE	2103 CLIFF DR	NASHVILLE	TN	37218
07013011700	AJS ASSOCIATES	2910 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013011900	KWIK SAK REAL ESTATE HOLDINGS, LLC	2012 S HAMILTON RD	NASHVILLE	TN	37218
07013012400	SRI OPERATING COMPANY	3115 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013012500	BOOTS FAMILY TRUST, THE	3111 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013012600	BOOTS FAMILY TRUST, THE	3105 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013012700	MID SOUTH WAFFLES, INC.	3103 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013013900	DON HARDIN GROUP LLC	2006 S HAMILTON RD	NASHVILLE	TN	37218

07013014000	DOULIS, JOHN & MICHELINE	2000 S HAMILTON RD	NASHVILLE	TN	37218
07013014900	ROTH, KENNETH & SARAH	3201 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013015600	COMMERCE UNION BANK	3219 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013015800	CELLO PROPERTY NASHVILLE LLC	3130 CLARKSVILLE PIKE	NASHVILLE	TN	37218
07013016200	BRANDON, D. F.	2004 S HAMILTON RD	NASHVILLE	TN	37218
08101008700	ELTITI, GHENWA	2829 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102000100	MIRABIDOV, MIRAZIZ	2721 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102000900	INDUSTRIAL DEV. BD OF NASH & DAVIDSON CNTY	2521 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08107015900	FERGUSON, NATHANIEL, JR.	2007 18TH AVE N	NASHVILLE	TN	37208
08107016000	TARPEY, RANDALL T.	2001 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107016100	ALMAITAMY, JAMIL S.	1710 SEIFRIED ST	NASHVILLE	TN	37208
08107016200	CALLIS, STEVEN E. & STAFFORD, MARILYN D.	1701 SEIFRIED ST	NASHVILLE	TN	37208
08107016300	IGHBAREYA, AHMED M	1907 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107017700	FARES, AHMED	1903 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107017800	KHAMRAEVA, MADINABONUM	1901 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107018000	BOWMAN, LEVI, JR.	1805 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107019100	1800, LLC	1802 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08102012100	METRO GOV'T BT BACK TAX SALE	2119 24TH AVE N	NASHVILLE	TN	37208
08102012200	MCLAY, WANDA P.	2115 24TH AVE N	NASHVILLE	TN	37208
08106022900	HOLO 37208, LLC	2501 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102016700	CROWN CASTLE GT COMPANY LLC	2619 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102017000	BAEK, MIYEON & YEONGSU	2801 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102017600	MUFLEH, FATYHIA	2813 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102017700	ELTITI, GHENWA	2823 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102018100	MYERS, WILLIE & CAROL	2720 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102018300	MIAG PROPERTIES LLC	2600 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102018400	JAYHAWK PARTNERS G. P.	2031 ED TEMPLE BLVD	NASHVILLE	TN	37208
08102018500	GREATER ST. JOHN BAPTIST CHURCH	2200 26TH AVE N	NASHVILLE	TN	37208
08102018700	LEWIS, RICHARD A.	2500 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102019000	I-65 BBQ, INC	2817 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102019200	CH. OF OUR LORD JESUS CHRIST OF APST.FTH	2715 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102019500	NAZI, HASSAN & NEJAD, KHIDIR HASAN	2700 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102019800	MILAN INVESTMENT GROUP, LLC	2620 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106029700	WALTER COLSON PAINT AND BODY SHOP,INC.	2306 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106029800	MUSIC CITY LANDS TRUST, THE	2300 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08102020000	AYESH, JAD	2610 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106032300	SHAAR, ZEYAD	2200 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106032400	DOSS, CLINTON R.	2204 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106033600	2030 25TH AVE, LLC	2030 25TH AVE N	NASHVILLE	TN	37208
08106033700	SIMS, ANTHONY F. & REEDUS, FRANK, III ET AL	2022 24TH AVE N	NASHVILLE	TN	37208
08106033800	SIMS, ANTHONY F. & REEDUS, FRANK, III ET AL	2020 24TH AVE N	NASHVILLE	TN	37208
08106034000	COLSON FAMILY TRUST	2311 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106034100	SIMS, BETTY & ANTHONY F. & MOORE, GWENDOLYN ET AL	2309 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106034300	WALTER COLSON PAINT AND BODY SHOP, INC.	2305 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106034400	COLSON, WALTER WILLIAM	2301 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106034500	WALTER COLSON PAINT AND BODY SHOP, INC.	2107 23RD AVE N	NASHVILLE	TN	37208
08106034300	DOSS, CLINTON R.	2207 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106038100	DEMONBREUN, CANDACE	2023 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106038100	BURROUGHS, LINDA & GRAVES, JAMES W.	2019 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08106038400	URBAN HOUSING SOLUTIONS, INC	1714 SEIFRIED ST	NASHVILLE	TN	37208
08106047900	DAVIS, BOYCE JR.	2415 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08107002200	OROZCO, FRANCISCO J CONTRERAS	2105 18TH AVE N	NASHVILLE	TN	37208
08107002200	SPECIAL SECURITY & ESCORT SERVICE, LLC	2103 18TH AVE N 2103 18TH AVE N	NASHVILLE	TN	37208
08107002400	BURROUGHS, LINDA & GRAVES, JAMES W.	1704 MCDANIEL ST	NASHVILLE	TN	37208
08107002800	DEMONBREUN, TORREY D. & CANDACE	2022 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08107002900	JONES, BORIS	1703 MCDANIEL ST	NASHVILLE	TN	37208
08107003000	JONES, BORIS	2021 18TH AVE N	NASHVILLE	TN	37208
08107003100	JONES, BORIS	2021 18TH AVE N 2019 18TH AVE N	NASHVILLE	TN	37208
0010/003200	JOINES, DONIS	2013 10111 AVE IN	INASHVILLE	IIN	3/200

08107003300	JOYCE, EARNEST, SR. ET UX	2012 CLARKSVILLE PIKE	NASHVILLE	TN	37208
08107055900	DRUMWRIGHT, ANTHONY H.	1803 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08111001200	DRUMWRIGHT, ANTHONY H.	1801 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107019200	MARKS, JUAN	1806 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107019600	BATEY, WILLIAM R. ET UX	1816 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107019700	D. B. TODD PARTNERSHIP, LLC	1818 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107019800	BURROUGHS, LINDA & GRAVES, JAMES W. & ARIANA	1902 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107019900	J & K MANAGEMENT, INC.	1904 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107020000	J & K MANAGEMENT, INC.	1820 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107020100	METRO GOV'T BT BACK TAX SALE	1822 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107020200	PASIFICA INVESTMENT LLC	1824 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107020300	PASIFICA INVESTMENT LLC	1912 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107020400	PASIFICA INVESTMENT LLC	1914 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107020500	PASIFICA INVESTMENT, LLC	1916 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08111007300	NOVICK, MARTIN	1755 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08107062600	HOWARD, JASPER	1708 MCDANIEL ST	NASHVILLE	TN	37208
08107062700	DJ'S ENTERPRISE, INC.	1706 MCDANIEL ST	NASHVILLE	TN	37208
08107062800	SPECIAL SECURITY & ESCORT SERVICE, LLC.	2101 18TH AVE N	NASHVILLE	TN	37208
08111020800	1800, LLC	1800 DR D B TODD JR BLVD	NASHVILLE	TN	37208
08111020900	ROBERTSON, D. J. ETAL	1618 BUCHANAN ST	NASHVILLE	TN	37208
08111021000	ROBERTSON, D. J. & ROBERTSON, PAUL E.	1604 BUCHANAN ST	NASHVILLE	TN	37208
08111021300	1613 BUCHANAN ST PROPERTIES, LLC	1613 BUCHANAN ST	NASHVILLE	TN	37208
08111021400	THE CROSSROADS CAMPUS	1609 BUCHANAN ST	NASHVILLE	TN	37208
08111060100	DRUMWRIGHT, ANTHONY H.	0 BUCHANAN ST	NASHVILLE	TN	37208
07013016600	CHANG FAMILY TRUST	3101 CLARKSVILLE PIKE	NASHVILLE	TN	37218
070130A90000CO	O.I.C. CLARKSVILLE HWY PROJECT	2105 B BUENA VISTA PIKE	NASHVILLE	TN	37218
08106049200	WALTER COLSON PAINT AND BODY SHOP	2312 CLARKSVILLE PIKE	NASHVILLE	TN	37208

An ordinance to authorize building material restrictions and requirements for BL2022-1057, a proposed Corridor Design Overlay District located along Clarksville Pike and Dr D B Todd Jr Boulevard, from Abernathy Road southward to Buchanan Street, CS, <u>SCN</u>, CL, MUL, R6, MUL, MUL-A, MUG-A, SP, IWD, RS5, R10, OR20-A, OL and OR20 and partially located within a Planned Unit Development Overlay District (176.03 135.37 acres), all of which is described herein (Proposal No. 2021CDO-001-001). **THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS.**

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

Section 1. That the following building material restrictions and requirements as a part of BL2022-1057, a Corridor Design Overlay District located at located along Clarksville Pike and Dr D B Todd Jr Boulevard, from Abernathy Road southward to Buchanan Street, CS, <u>SCN</u>, CL, MUL, R6, MUL, MUL-A, MUG-A, SP, IWD, RS5, R10, OR20-A, OL and OR20 and partially located within a Planned Unit Development Overlay District (176.03 135.37 acres), are hereby authorized:

- Primary facades shall be at least seventy-five percent brick, brick veneer, stone, cast stone, and/or architecturally treated concrete masonry units.
- Concrete masonry units, if unclad and visible to the exterior, shall be split-face or otherwise treated with texture or visual interest.
- The remaining twenty-five percent of the facade may be any material except exposed untreated concrete masonry units.
- Material changes shall occur along horizontal lines, not vertical lines.
- All other building facades, including those facing interior property lines, rear property lines, loading lanes, etc. - are not primary facades, and have no requirements regarding building materials.
- 2. 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:
Brandon Taylor
Member of Council

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Corridor Design Overlay District to various properties located along W Trinity Lane, from Brick Church Pike westward towards Free Silver Boulevard, zoned CL, MUL-A-NS, MUN-A, CS, SP, CN, MUG-A, and MUL, and OR20 (94.47 84.82 acres), all of which is described herein (Proposal No. 2021CDO-002-001).

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

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

By applying a Corridor Design Overlay District to various properties located along W Trinity Lane, from Brick Church Pike westward towards Free Silver Boulevard, zoned CL, MUL-A-NS, MUN-A, CS, SP, CN, MUG-A, and MUL, and OR20 (94.47 84.82 acres), being various Property Parcels Nos.as designated on various Maps 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 70 and 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.

INTROL	JUCE	ים או	r :	
Kyonzté	Tool	mbs		

2021CDO-002-001

Map 070-04, Parcel(s) 176-179

Map 070-04-0-A, Parcel(s) 001-006, 900

Map 070-08, Parcel(s) 096, 098-100, 105, 110-113, 115-126, 129, 131, 145, 153

Map 071-01, Parcel(s) 014.01, 013, 087, 091, 193

Map 071-02, Parcel(s) 063, 074, 202

Map 071-05, Parcel(s) 002, 005, 006, 008, 014, 015, 017, 019, 026, 032.01, 032, 033, 036, 245, 291

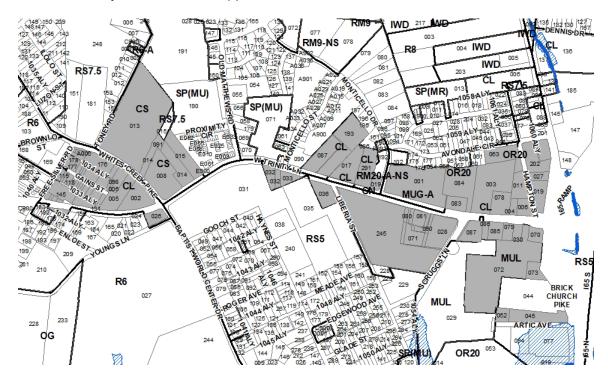
Map 071-06, Parcel(s) 001, 004.01, 003, 006, 011, 019, 027, 028, 030, 045, 052, 070-073, 078-081, 083-087, 090

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Kyonzté Toombs)

Application fee paid by: Fee waived by Council

A request to apply a Corridor Design Overlay District to various properties located along W Trinity Lane, from Brick Church Pike westward towards Free Silver Boulevard, zoned CL, MUL-A-NS, MUN-A, CS, SP, CN, MUG-A, and MUL, and OR20 (94.47 84.82 acres), requested by Councilmember Kyonzté Toombs, applicant; various owners.



APN	Owner	PropAddr	PropCity	Pror	S PropZip
07105001500	NEW COVENANT IN FAITH CHRISTIAN CHRUCH, A	517 W TRINITY LN	NASHVILLE	TN	37207
07101009100	ELTITI, GHENWA	0 WHITES CREEK PIKE	NASHVILLE	TN	37207
07105001400	ELTITI, GHENWA	519 W TRINITY LN	NASHVILLE	TN	37207
07101001401	ELTITI, GHENWA	0 WHITES CREEK PIKE	NASHVILLE	TN	37207
07105000800	MAPCO PETROLEUM, INC.	2201 WHITES CREEK PIKE	NASHVILLE	TN	37207
07101001300	JAKES, KENNETH L.	2223 WHITES CREEK PIKE	NASHVILLE	TN	37207
07004017600	ST. PETERS A. M. E. CHURCH, TRS.	2224 WHITES CREEK PIKE	NASHVILLE	TN	37207
07004017000	YOUNG, RENEE WOODRUFF	0 GAINS ST	NASHVILLE	TN	37207
07008009900	KRAATZ, MIRIAM	0 GAINS ST	NASHVILLE	TN	37207
07008009800	KRAATZ, MIRIAM	2121 GAINS ST	NASHVILLE	TN	37207
07008012500	ANDERSON, MAXINE & BATEY, MINUS III ET AL	2130 GAINS ST	NASHVILLE	TN	37207
07008012500	TUCKER, LULA	2126 GAINS ST	NASHVILLE	TN	37207
07008012900	PANTHER CONSTRUCTION CO., INC.	2120 GAINS ST	NASHVILLE	TN	37207
07008012300	DAVIS, JAMES & LEDEVIA A.	623 W TRINITY LN	NASHVILLE	TN	37207
07008015100	WEBB, RONALD B., SR. & ANNA MARIE	706 W TRINITY LN	NASHVILLE	TN	37207
07008013300	THE TRINITY OWNER, LLC	0 FREE SILVER RD	NASHVILLE	TN	37207
07105000500	PROVINCE BUILDERS, LLC	2214 WHITES CREEK PIKE	NASHVILLE	TN	37207
07105000300	ROGER HGTS. BAPTIST CHURCH, TRS.	2200 WHITES CREEK PIKE	NASHVILLE	TN	37207
	·				37207 37207
07008009600	YOUNG, RENEE WOODRUFF	2222 WHITES CREEK PIKE	NASHVILLE	TN	
07105000600	PROVINCE BUILDERS, LLC	2216 WHITES CREEK PIKE	NASHVILLE	TN	37207
07105002600	MIAG PROPERTIES, LLC	600 W TRINITY LN	NASHVILLE	TN	37207
07004017600	ST. PETERS A. M. E. CHURCH, TRS.	2224 WHITES CREEK PIKE	NASHVILLE	TN	37207
07008009600	YOUNG, RENEE WOODRUFF	2222 WHITES CREEK PIKE	NASHVILLE	TN	37207
07008009800	KRAATZ, MIRIAM	2121 GAINS ST	NASHVILLE	TN	37207
07008009900	KRAATZ, MIRIAM	0 GAINS ST	NASHVILLE	TN	37207
07008010000	YOUNG, RENEE WOODRUFF	0 GAINS ST	NASHVILLE	TN	37207
07008012500	ANDERSON, MAXINE & BATEY, MINUS III ET AL	2130 GAINS ST	NASHVILLE	TN	37207
07008012600	TUCKER, LULA	2126 GAINS ST	NASHVILLE	TN	37207
07008012900	PANTHER CONSTRUCTION CO., INC.	2120 GAINS ST	NASHVILLE	TN	37207
07008013100	DAVIS, JAMES & LEDEVIA A.	623 W TRINITY LN	NASHVILLE	TN	37207
07008014500	CHALFIN, LAURYL HANNA PATE	0 FREE SILVER RD	NASHVILLE	TN	37207
07008014600	CHALFIN, LAURYL PATE	655 W TRINITY LN	NASHVILLE	TN	37207
07008014700	CHALFIN, LAURYL PATE	711 W TRINITY LN	NASHVILLE	TN	37207
07008014800	CHALFIN, LAURYL PATE	0 W TRINITY LN	NASHVILLE	TN	37207
07008014900	CHALFIN, LAURYL PATE	0 W TRINITY LN	NASHVILLE	TN	37207
07008015300	WEBB, RONALD B., SR. & ANNA MARIE	706 W TRINITY LN	NASHVILLE	TN	37207
07105000200	ROGER HGTS. BAPTIST CHURCH, TRS.	2200 WHITES CREEK PIKE	NASHVILLE	TN	37207
07105000500	PROVINCE BUILDERS, LLC	2214 WHITES CREEK PIKE	NASHVILLE	TN	37207
07105000600	PROVINCE BUILDERS, LLC	2216 WHITES CREEK PIKE	NASHVILLE	TN	37207
07105002600	MIAG PROPERTIES, LLC	600 W TRINITY LN	NASHVILLE	TN	37207
07008011500	MURPHY & SONYA FAMILY TRUST	0 GAINS ST	NASHVILLE	TN	37207
07008011600	MURPHY & SONYA FAMILY TRUST	0 GAINS ST	NASHVILLE	TN	37207
07004017800	OVERTON, BRUCE L.	2209 GAINS ST	NASHVILLE	TN	37207
07004017700	POSEY, WILLIAM H.& SUSIE J.	2207 GAINS ST	NASHVILLE	TN	37207
07008011200	BYRUM, CLAUDE ALLEN	2205 GAINS ST	NASHVILLE	TN	37207
07008011100	DAVIS, JAMES & LADEVIA	0 GAINS ST	NASHVILLE	TN	37207
07008011000	DAVIS, JAMES & LADEVIA	0 GAINS ST	NASHVILLE	TN	37207
07008010500	ST. PETERS A. M. E. CHURCH, TR.	0 GAINS ST	NASHVILLE	TN	37207
07105003200	WE DEVELOP, LLC	500 W TRINITY LN	NASHVILLE	TN	37207
07105003201	WE DEVELOP, LLC	0 W TRINITY LN	NASHVILLE	TN	37207
07105003300	WE DEVELOP, LLC	0 W TRINITY LN	NASHVILLE	TN	37207
07008011700	DUNLAP, DANNY DEWAYNE	2208 GAINS ST	NASHVILLE	TN	37207
07008011800	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008011900	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012000	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012100	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012200	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012300	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012400	BYRUM, CLAUDE ALLEN	2134 GAINS ST	NASHVILLE	TN	37207
07008011300	PATE HOLDINGS, LLC	1017 FREE SILVER RD	NASHVILLE	TN	37207

07004017900	CORNERSTONE INVESTMENTS, INC	2213 GAINS ST	NASHVILLE	TN	37207
07004017700	POSEY, WILLIAM H.& SUSIE J.	2207 GAINS ST	NASHVILLE	TN	37207
07004017800	OVERTON, BRUCE L.	2209 GAINS ST	NASHVILLE	TN	37207
07004017000	CORNERSTONE INVESTMENTS, INC	2213 GAINS ST	NASHVILLE	TN	37207
07008010500	ST. PETERS A. M. E. CHURCH, TR.	0 GAINS ST	NASHVILLE	TN	37207
07008011000	DAVIS, JAMES & LADEVIA	0 GAINS ST	NASHVILLE	TN	37207
0700801100	DAVIS, JAMES & LADEVIA	0 GAINS ST	NASHVILLE	TN	37207
07008011200	BYRUM, CLAUDE ALLEN	2205 GAINS ST	NASHVILLE	TN	37207
07008011200	PATE HOLDINGS, LLC	1017 FREE SILVER RD	NASHVILLE	TN	37207
07008011500	MURPHY & SONYA FAMILY TRUST	0 GAINS ST	NASHVILLE	TN	37207
07008011600	MURPHY & SONYA FAMILY TRUST	0 GAINS ST	NASHVILLE	TN	37207
07008011700	DUNLAP, DANNY DEWAYNE	2208 GAINS ST	NASHVILLE	TN	37207
07008011700	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008011900	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012000	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012100	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012200	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012300	DAVIS, JAMES & LADEVIA A.	0 GAINS ST	NASHVILLE	TN	37207
07008012400	BYRUM, CLAUDE ALLEN	2134 GAINS ST	NASHVILLE	TN	37207
07105003200	WE DEVELOP, LLC	500 W TRINITY LN	NASHVILLE	TN	37207
07105003201	WE DEVELOP, LLC	0 W TRINITY LN	NASHVILLE	TN	37207
07105003300	WE DEVELOP, LLC	0 W TRINITY LN	NASHVILLE	TN	37207
070040A90000CO	O.I.C. HOMES AT 2236 WHITES CREEK PIKE	2236 B WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00100CO	NASHVILLEREALTYGROUP.COM, LLC	2246 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00200CO	NASHVILLEREALTYGROUP.COM, LLC	2244 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00300CO	NASHVILLEREALTYGROUP.COM, LLC	2242 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00400CO	NASHVILLEREALTYGROUP.COM, LLC	2240 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00500CO	NASHVILLEREALTYGROUP.COM, LLC	2238 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00600CO	NASHVILLEREALTYGROUP.COM, LLC	2236 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00100CO	NASHVILLEREALTYGROUP.COM, LLC	2246 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00200CO	NASHVILLEREALTYGROUP.COM, LLC	2244 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00300CO	NASHVILLEREALTYGROUP.COM, LLC	2242 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00400CO	NASHVILLEREALTYGROUP.COM, LLC	2240 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00500CO	NASHVILLEREALTYGROUP.COM, LLC	2238 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A00600CO	NASHVILLEREALTYGROUP.COM, LLC	2236 WHITES CREEK PIKE	NASHVILLE	TN	37207
070040A90000CO	O.I.C. HOMES AT 2236 WHITES CREEK PIKE	2236 B WHITES CREEK PIKE	NASHVILLE	TN	37207
07106000300	H.W. CREEK PROPERTIES, LLC	309 W TRINITY LN	NASHVILLE	TN	37207
07106000100	TALBOTS VIEW, LLC	325 W TRINITY LN	NASHVILLE	TN	37207
07105003600	J WORD PROPERTIES, LLC	0 W TRINITY LN	NASHVILLE	TN	37207
07105024500	SMITH, DAVID A., & JAMES M., JR., INHERITANCE TRUST ETA	L 400 W TRINITY LN	NASHVILLE	TN	37207
07106007800	RAISE, LLC	305 W TRINITY LN	NASHVILLE	TN	37207
07106008300	KHAMIS, MOHAB	315 W TRINITY LN	NASHVILLE	TN	37207
07106008000	FASHIONED IN HIS IMAGE TOTAL WOMENS CENTER, INC.	340 W TRINITY LN	NASHVILLE	TN	37207
07106008100	CAWTHON PROPERTIES, LLC	334 W TRINITY LN	NASHVILLE	TN	37207
07106009000	CAWTHON PROPERTIES, LLC	332 W TRINITY LN	NASHVILLE	TN	37207
07106002800	OTEY, BETTY G., TRUSTEE	316 W TRINITY LN	NASHVILLE	TN	37207
07106007100	FASHIONED IN HIS IMAGE TOTAL WOMENS CENTER, INC.	330 W TRINITY LN	NASHVILLE	TN	37207
07106008400	SOHANA APARTMENTS, LLC	311 W TRINITY LN	NASHVILLE	TN	37207
07105001700	MUNSON, BILL & SUE	407 W TRINITY LN	NASHVILLE	TN	37207
07105001900	KHAMIS, MOHAB	403 W TRINITY LN	NASHVILLE	TN	37207
07101008700	TRINGEN PARTNERSHIP	415 W TRINITY LN	NASHVILLE	TN	37207
07101019300	4021 CP GP	0 W TRINITY LN	NASHVILLE	TN	37207
07105029100	SIM, JEA WOOK & HYUN, BO	405 W TRINITY LN	NASHVILLE	TN	37207
07105001700	MUNSON, BILL & SUE	407 W TRINITY LN	NASHVILLE	TN	37207
07105001900	KHAMIS, MOHAB	403 W TRINITY LN	NASHVILLE	TN	37207
07101008700	TRINGEN PARTNERSHIP	415 W TRINITY LN	NASHVILLE	TN	37207
07105003600	J WORD PROPERTIES, LLC	0 W TRINITY LN	NASHVILLE	TN	37207
07105024500	SMITH, DAVID A., & JAMES M., JR., INHERITANCE TRUST ETA	L 400 W TRINITY LN	NASHVILLE	TN	37207
07106000100	TALBOTS VIEW, LLC	325 W TRINITY LN	NASHVILLE	TN	37207
07106000300	H.W. CREEK PROPERTIES, LLC	309 W TRINITY LN	NASHVILLE	TN	37207
07106002800	OTEY, BETTY G., TRUSTEE	316 W TRINITY LN	NASHVILLE	TN	37207

07106007100	FASHIONED IN HIS IMAGE TOTAL WOMENS CENTER, INC.	330 W TRINITY LN	NASHVILLE	TN	37207
07106007800	RAISE, LLC	305 W TRINITY LN	NASHVILLE	TN	37207
07106008000	FASHIONED IN HIS IMAGE TOTAL WOMENS CENTER, INC.	340 W TRINITY LN	NASHVILLE	TN	37207
07106008100	CAWTHON PROPERTIES, LLC	334 W TRINITY LN	NASHVILLE	TN	37207
07106008300	KHAMIS, MOHAB	315 W TRINITY LN	NASHVILLE	TN	37207
07106008400	311 W TRINITY INVESTOR LLC	311 W TRINITY LN	NASHVILLE	TN	37207
07106009000	CAWTHON PROPERTIES, LLC	332 W TRINITY LN	NASHVILLE	TN	37207
07105029100	SIM, JEA WOOK & HYUN, BO	405 W TRINITY LN	NASHVILLE	TN	37207
07106001100	JAI JALARAM ENTERPRISES LLC	1514 HAMPTON ST	NASHVILLE	TN	37207
07106000600	GAILEY, HENRIETTA, TRUSTEE	1504 HAMPTON ST	NASHVILLE	TN	37207
07106000401	SHAAR FORERO PROPERTIES, INC.	303 W TRINITY LN	NASHVILLE	TN	37207
07106008700	CAWTHON PROPERTIES, LLC	310 W TRINITY LN	NASHVILLE	TN	37207
07106008600	LAWSON, BOBBY G. II & O'BRIEN, MEREDITH LAWSON	304 W TRINITY LN	NASHVILLE	TN	37207
07106008500	LAWSON, BOBBY G. II & O'BRIEN, MEREDITH LAWSON	300 W TRINITY LN	NASHVILLE	TN	37207
07106007900	WAFFLE HOUSE, INC	238 W TRINITY LN	NASHVILLE	TN	37207
07106003000	SAI GROUP, INC.	234 W TRINITY LN	NASHVILLE	TN	37207
07106007200	W. TRINITY, GP	230 W TRINITY LN	NASHVILLE	TN	37207
07106007000	W. TRINITY, GP	1440 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106007300	CVHC1, LLC.	1410 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106000401	SHAAR FORERO PROPERTIES, INC.	303 W TRINITY LN	NASHVILLE	TN	37207
07106000600	GAILEY, HENRIETTA, TRUSTEE	1504 HAMPTON ST	NASHVILLE	TN	37207
07106001100	JAI JALARAM ENTERPRISES LLC	1514 HAMPTON ST	NASHVILLE	TN	37207
07106003000	SAI GROUP, INC.	234 W TRINITY LN	NASHVILLE	TN	37207
07106004400	MARTIN REALTY OF MONTGOMERY COUNTY, LLC	1406 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106007000	W. TRINITY, GP	1440 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106007200	W. TRINITY, GP	230 W TRINITY LN	NASHVILLE	TN	37207
07106007300	CVHC1, LLC.	1410 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106007900	WAFFLE HOUSE, INC	238 W TRINITY LN	NASHVILLE	TN	37207
07106008500	LAWSON, BOBBY G. II & O'BRIEN, MEREDITH LAWSON	300 W TRINITY LN	NASHVILLE	TN	37207
07106008600	LAWSON, BOBBY G. II & O'BRIEN, MEREDITH LAWSON	304 W TRINITY LN	NASHVILLE	TN	37207
07106008700	CAWTHON PROPERTIES, LLC	310 W TRINITY LN	NASHVILLE	TN	37207
07102007400	TRI STAR ENERGY, LLC	2312 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07102020200	MSS HOTELS, LLC	2306 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07102006300	KSSK, LLC	1520 HAMPTON ST	NASHVILLE	TN	37207
07106002700	TMF, LLC	2304 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106001900	7-ELEVEN, INC	2200 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106005200	L AND J NASHVILLE PROPERTIES, LLC	140 ARTIC AVE	NASHVILLE	TN	37207
07106004500	SHREYA INVESTMENT, LLC	1400 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07102006300	KSSK, LLC	1520 HAMPTON ST	NASHVILLE	TN	37207
07102007400	TRI STAR ENERGY, LLC	2312 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07102020200	MSS HOTELS, LLC	2306 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106001900	7-ELEVEN, INC	2200 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106002700	TMF, LLC	2304 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106004500	SHREYA INVESTMENT, LLC	1400 BRICK CHURCH PIKE	NASHVILLE	TN	37207
07106005200	L AND J NASHVILLE PROPERTIES, LLC	140 ARTIC AVE	NASHVILLE	TN	37207

An ordinance to authorize building material restrictions and requirements for BL2022-1063, a proposed Corridor Design Overlay District located along W Trinity Lane, from Brick Church Pike westwards towards Free Silver Boulevard, zoned CL, MUL-A-NS, MUN-A, CS, SP, CN, MUG-A, and MUL, and OR20 (94.47 84.42 acres), all of which is described herein (Proposal No. 2021CDO-002-001). THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS.

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

Section 1. That the following building material restrictions and requirements as a part of BL2022-1063, a Corridor Design Overlay District located at located along W Trinity Lane, from Brick Church Pike westwards towards Free Silver Boulevard, CL, MUL-A-NS, MUN-A, CS, SP, CN, MUG-A, and MUL, and OR20 (94.47 84.82 acres), are hereby authorized:

- Primary facades shall be at least seventy-five percent brick, brick veneer, stone, cast stone, and/or architecturally treated concrete masonry units.
- Concrete masonry units, if unclad and visible to the exterior, shall be split-face or otherwise treated with texture or visual interest.
- The remaining twenty-five percent of the facade may be any material except exposed untreated concrete masonry units.
- Material changes shall occur along horizontal lines, not vertical lines.
- All other building facades, including those facing interior property lines, rear property lines, loading lanes, etc. - are not primary facades, and have no requirements regarding building materials.
- 2. 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:
Kyonzté Toombs
Member of Council