



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, APRIL 5, 2022**

SUBSTITUTE ORDINANCE NO. BL2022-1140

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RM20 to SP for properties located at 301 North 2nd Street and 651 and 660 Joseph Avenue, at the northeast corner of Dickerson Pike and Meridian Street (14.52 acres), and located in a Planned Unit Development Overlay District, to permit a mixed-use development with non-residential uses and a maximum of 1,150 multi-family residential units, all of which is described herein (Proposal No. 2021SP-083-001).

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

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

By changing from RM20 to SP for properties located at 301 North 2nd Street and 651 and 660 Joseph Avenue, at the northeast corner of Dickerson Pike and Meridian Street (14.52 acres), and located in a Planned Unit Development Overlay District, to permit a mixed-use development with non-residential uses and a maximum of 1,150 multi-family residential units, being Property Parcel No. 208 as designated on Map 082-07 and Property Parcel No. 009 and 040 on Map 082-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 082 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses of MUL-A and a maximum of 1,150 multi-family residential units. Short Term Rental Property (STRP) owner-occupied and not owner-occupied shall be prohibited.

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

1. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
2. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
3. Option 2 (Build Realignment of Dickerson Pike) is the preferred option. If the realignment is not approved by TDOT, adjustments may be necessary to the site plan, including but not limited to building placement and streetscape details.

4. If the development is proposed to be phased, include a full phasing plan with the 1st final site plan.
5. Pedestrian entries and street-level interaction shall be demonstrated with the final site plan architectural elevations, regardless of the final alignment determination.
6. Final street cross sections and alignment details of Dickerson Pike, 1st Avenue North, Berry Street, Meridian Street, or realignment scenario, are subject to change and shall be determined with the final site plan.
7. If Dickerson Pike is realigned under Option 2, setbacks on the upper stories may be necessary along the street frontage. Applicant shall work with staff during final SP review to incorporate as needed.
8. All structured parking shall be wrapped with habitable space, consistent with the residential liner areas specified on the preliminary SP and include active uses. Active uses are those programmed spaces that generate pedestrian street activity and interaction. Hallways, storage rooms, fitness centers, and other ancillary spaces shall not qualify as an active use.
9. The residential liner building for Site C shall be included in the same phase as the Site C parking garage. The rear portion of the parking garage façade that is not wrapped with habitable space shall include parking garage treatments per the SP parking screening details.
10. Facades for parking garages shall be seamlessly integrated into the design. The materiality and proportions of any above-grade parking screening should be thoughtfully considered. The façade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding built context. Openings for natural ventilation are permissible when integrated into the façade design.
11. On the corrected copy, update the location of the Site C residential liner building as needed to be consistent with the proposed rear setback.
12. On the corrected copy, update the Maximum Overall Height language: Maximum overall height shall comply with the massing diagrams provided in the preliminary SP. Height shall be measured per the Metro Zoning Ordinance.
13. On the corrected copy, update all language related to the timing of improvements to Dickerson and intersection details with the NDOT conditions.
14. No direct vehicular access to the parking garages or surface parking areas shall be provided directly from Dickerson Pike or Meridian Street.
15. On the final site plan, landscaping and TDU Requirements shall be provided per the Metro Zoning Ordinance.
16. All private drives, access, and open spaces shall include public access easements, which shall be included on the final site plan. Prior to final site plan approval, provide easement documentation.
17. Comply with all conditions and requirements of Metro reviewing agencies.
18. With the submittal of the final site plan, provide architectural elevations complying with all architectural standards outlined on the preliminary SP for review and approval.
19. The final site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.
20. The final site plan shall label all internal driveways as "Private Driveways". A note shall be added to the final site plan that the driveways shall be maintained by the Property Owners' Association.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUL-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

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

SPONSORED BY:

Sean Parker
Member of Council



Table of Contents

2	SPECIFIC PLAN OVERVIEW
3	ZONING ANALYSIS
4	SITE CONDITIONS
5-10	CIVIL
11-14	LANDSCAPE
15-21	AERIAL VIEWS AND SITE PLANS
22-23	INTERSECTION DETAILS
24-25	APPENDIX

PURPOSE NOTE:

The purpose of this SP is to re-zone approximately 14.52 acres to provide for a mixed-use residential development in accordance with the Metro Nashville Planning Department Dickerson South Corridor Study finalized February 27, 2020 to provide a maximum of 1150 multi-family residential units, green space, and enhanced street connectivity. Non-residential uses are limited to uses permitted by MUG-A, with the exception of Short Term Rental Property owner occupied and Short Term Rental Property non owner occupied, which shall be prohibited from the SP This SP would also abandon the existing PUD.



Dickerson & Meridian Specific Plan

Submission Date: 06 October 2021

Revision Date: 24 January 2022

Case No. 2021SP-083-001





Specific Plan Overview

Located at the entrance to the McFerrin Park neighborhood and bounded by Dickerson Pike to the West and Meridian to the South, the Meridian mixed-use project will be a defining gateway and threshold into the community and the Dickerson Pike Multi-modal corridor.

The ~14.52 acre site is currently zoned Res-E PUD, RM20, OV-RES, and OV-UZO. The standards and regulations of MUG-A, including the slight modifications made by this SP, implements the guidance of the Community Character Manual and the Dickerson South Corridor Supplemental Policy.

As per the Dickerson South Corridor Policy, height is concentrated towards the Dickerson Corridor, with a punctuation at the corner of Dickerson and Meridian to create a Gateway moment. Massing steps down in height in various locations to respond to the neighborhood scale and maintain View Corridors. In addition, the development reestablishes elements of the original city grid in the building forms and open space. With connectivity as a central tenet, the project encourages and accommodates an improved streetscape and adds new connectivity.

The proposed project will consist of up to 1150 Residential Units. Retail components are envisioned for portions of the street level to enhance activation and serve as a neighborhood amenity. Greenspace is also provided within the development.

Dickerson Pike is positioned to serve as an important Multi-modal Corridor for Nashville. This project is designed to accommodate various TDOT and NDOT plans for the Dickerson Corridor. Thus, two plans are shown in this SP, one which works with current roadway configurations, and another that shows potential future roadway alignments. Along with the SP a new TIS has been completed, following NDOT recommendations.

The project has been Master Planned to allow for phasing if necessary.

We will engage a process with the surrounding neighborhood and District 5 Council Member to identify and install appropriate traffic calming measures in the area bounded by Cleveland Street, Dickerson Pike, Ellington Parkway, and Spring Street. The cost to the applicant to install the traffic calming measures shall not exceed \$100,000 to NDOT-approved traffic calming measures and \$40,000 for MPNA-approved community improvements. The traffic calming measures shall be identified and reviewed by Public Works prior to the building permit process. Public Works may alter the final design of the traffic calming measures.



Zoning Analysis

Acreeage	651 Joseph Ave	1.81 acres (75,990 SF)
	660 Joseph Ave	9.03 acres (383,850 SF)
	301 2nd St	3.68 acres (154,451 SF)
		14.52 acres (614,291 SF)
Council District	05: Sean Parker	
Proposed Zoning Uses	SP to permit a mixed-use development with a maximum of 1,150 multi-family residential units and uses permitted by the MUG-A zoning district. STRP owner occupied and not owner occupied shall be prohibited.	
Max FAR	3.0 as per MUG-A The floor area used for the provision of off-street parking spaces or loading berths (and the driveways and maneuvering aisles for those spaces and berths) shall not be counted as floor area for the purpose of calculating floor area ratio.	
Max ISR	1.0	
Residential Unit Count	1150 units maximum	
Build-to Zone	0-15 feet Buildings may be allowed to locate beyond the 15' build-to line with planning staff approval at final site plan. Consideration will be based on site location, context, and design. Appropriate reasons could include, but not be limited to, publicly accessible open space, utility locations, and pedestrian oriented designs. Considerations for buildings beyond the 15' BTZ will not include drop off zones or drive aisles.	
Max Overall Height	See massing diagrams	
Step-back	Required at Select Locations - See Plan Diagram	
Min Rear Setback	none required	
Min Side Setback	none required	
Parking	As per Zoning Requirements	
Allowed Uses	as per MUG-A	
Uses Standard	Short Term Rental Property (STRP) owner occupied and Short Term Rental Property (STRP) not owner occupied shall be prohibited	

Site Conditions

212 Existing Units

Parking Requirements for Multifamily Residential in the UZO:

- Studio & 1 bed : 1 per unit
- 2 bed + : 1.5 per unit

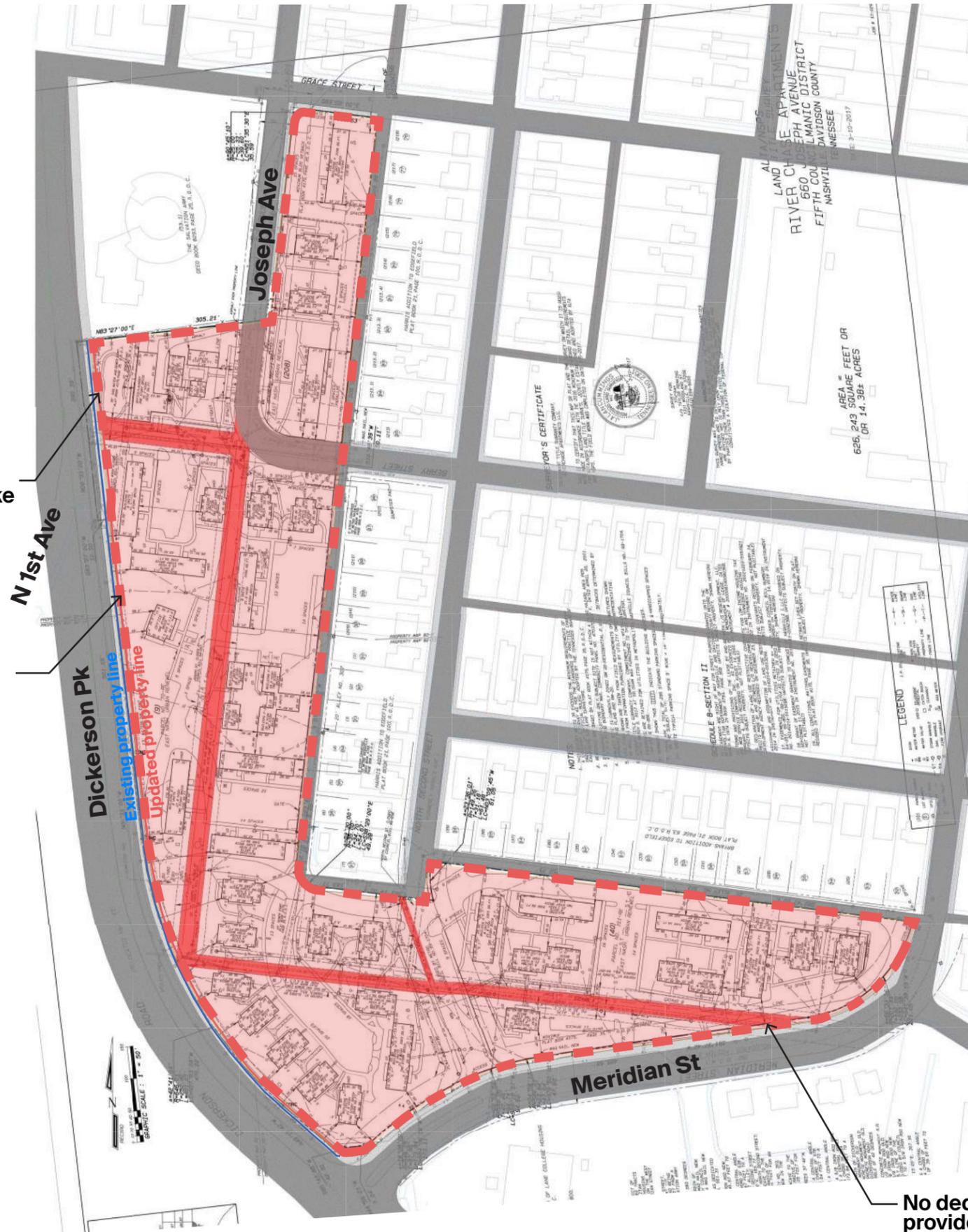
Utilities easements in red

MSCP street plan greyed in map
- additional inset required on Dickerson Pk

- ROW
- Vehicular Area

+/- 8.5' additional R.O.W. dedication to allow for 55.5' from Dickerson Pike Centerline
(at N 1st Ave intersection where IM overlay begins)

+/- 6.5' additional R.O.W. dedication to allow for 52.5' from Dickerson Pike Street Centerline



No dedication required to provide for 51'-68' total R.O.W. on Meridian Street

MCSP Requirements

Meridian Street:

Designated as an Urban Residential Collector Avenue (T4-R-CA2), Meridian Street serves to connect the McFerrin neighborhood to Dickerson Pike. It has a MCSP current standard right-of-way of 51' but per the Dickerson South Corridor Plan, is expected to have a future right-of-way of 68'. This project would not be responsible for providing any additional setback from street centerline as the surveyed street width is 80'.

The Dickerson South Corridor study includes preferred cross sections for collector streets that serve Dickerson. A 68' ROW width is envisioned which includes two travel lanes, a turning lane or median, a 4' bike zone, a 4' planting area, and a 10' sidewalk.

Dickerson Pike/Highway 11 (Spring to North 1st):

Designated as an Urban Residential Arterial Boulevard (T4-R-AB4), this section of Highway 11/Dickerson Pike serves primarily to connect the urban, mixed-use Spring St (which turns into Jefferson St, multimodal street bridging over to Downtown) to the multi-modal corridor of Dickerson Pike. The Intermodal corridor overlay that's planned for Dickerson Pike begins at the northwest corner of the site where Highway 11 converges with 1st N St. *

With a 105' ROW width, this section of Dickerson Pike is envisioned to serve to connect the street to the Multimodal street at the northwest corner of the site, which includes an 6' bike zone, an 8' planting area, and a 6' sidewalk. This project would be responsible for providing 52.5' from street centerline.

*Dickerson Pike:

Designated as an Urban Residential Arterial Boulevard and Immediate Need Multimodal Corridor (T4-R-AB4-IM), this section of Dickerson Pike is planned to accommodate high-capacity transit beginning at the convergence with N 1st St and continuing northbound.

The planned 111' total R.O.W. includes an 8' bike zone, an 8' planting area, and a 6' sidewalk. This project would be responsible for providing 55.5' from street centerline.

As an Immediate Need Multimodal Corridor, Dickerson is anticipated to have more frequent transit service in the future such as BRT lite. As a result, zoning has waived all parking requirements for Multimodal corridors.

****Note: Final cross section and alignment details subject to change and will be determined with final site plan review. ****

**CIVIL - SITE PLAN
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE**



PLANNING NOTES:

- MINOR MODIFICATIONS TO THE PRELIMINARY SP PLAN MAY BE APPROVED BY THE PLANNING COMMISSION OR SITE DESIGN AND ACTUAL SITE CONDITIONS. ALL MODIFICATIONS SHALL BE CONSISTENT WITH THE PRINCIPLES AND FURTHER THE OBJECTIVES OF THE APPROVED PLAN. MODIFICATIONS SHALL NOT BE PERMITTED EXCEPT THROUGH AN ORDINANCE APPROVED BY METRO COUNCIL THAT INCREASED THE PERMITTED DENSITY OR FLOOR AREA, ADD USES NOT OTHERWISE PERMITTED, ELIMINATE SPECIFIC CONDITIONS OR REQUIREMENTS CONTAINED IN THE PLAN AS ADOPTED THROUGH THIS ENACTING ORDINANCE, OR ADD VEHICULAR ACCESS POINTS NOT CURRENTLY PRESENT APPROVED.
- THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
- IF A DEVELOPMENT STANDARD, NOT INCLUDING PERMITTED USES, IS ABSENT FROM THE SP PLAN AND/OR COUNCIL APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE STANDARDS, REGULATIONS AND REQUIREMENTS OF METRO ZONING DISTRICT AS THE DATE OF THE APPLICABLE REQUEST OR APPLICATION.
- BUILDING FACADES FRONTING A STREET SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 15% GLAZING.

STORMWATER NOTES:

- 78-840 NOTE: ANY EXCAVATION, FILL, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH THE STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- PRELIMINARY PLAN NOTE: THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF THE FINAL APPLICATION.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS IN ORDER TO MAINTAIN AND REPAIR UTILITIES IN THE SITE.
- SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO R.O.W. IS 18" CMP.) STORMWATER QUALITY CONCEPT WILL BE A COMBINATION OF LID (BIORETENTION & PAVERS) AND/OR WATER QUALITY VAULT IF APPROVED BY VARIANCE.

FIRE MARSHAL NOTES:

- New commercial developments shall be protected by a fire hydrant that complies with the 2006 edition of NFPA 1 Table H.
- To see Table H go to: <http://www.nsfire.org/prev/tableH51.htm>
- Project Engineer needs to meet with the Fire Marshals office concerning this project.
- No part of any building shall be more than 500 ft from a fire hydrant via hard surface road. Metro Ordinance 09-1541 Sec. 1569.0209.
- All fire department access roads shall be 20 feet minimum width and shall have an unobstructed vertical clearance of 13.6 feet.
- All dead end roads over 150 ft in length require a 100 ft diameter turnaround, this includes temporary turnarounds.
- Temporary T-type turnarounds that last no more than one year shall be approved by the Fire Marshal's Office.
- If more than three stories about grade, Class 1 standpipe system shall be installed.
- If more than one story below grade, Class 1 standpipe system shall be installed.
- When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with nationally recognized standards.
- A fire hydrant shall be provided within a 100 ft of the fire department connection.
- Fire hydrants shall be in-service before any combustible material is brought on site.

NES NOTES:

- Developer's drawing does not show any existing utility poles or easements on the properties.
 - Developer to provide a civil duct and gear (pad/switch) locations for NES review and approval. This shall cover the entire project area.
 - NES can meet with developer/engineer upon request to determine electrical service options. If a central metering room is required, NES Meter Department approval of planned location and access method.
 - NES needs any drawings that will cover any road improvements to Metro + or that Public Works will require to evaluate possible relocations of existing or proposed electrical facilities for this project.
 - Developer shall work with Metro PW on street lighting. This is urban services area and must be fit to Metro's minimum requirements.
 - NES follows the National Fire Protection Association rules. Refer to NFPA 70 article 450-27, and NESC Section 15-152.A.2 for complete rules (see NES Construction Guidelines) under "Builders and Contractors" tab @ www.nespower.com
 - NES needs to know if the developer has other options on additional property next to this area, if so NES needs an overall concept plan.
- TO APPLY FOR SERVICE:**
- Developer to provide construction drawings and a digital .dwg file @ state plane coordinates (TN83F) that contains the civil site information (Engineer shall provide approved plans by Metro Planning w/ any changes from other departments)
- Developer to provide a proposed easement drawing for the electric, phone and CATV.
 - All street lighting shall meet Metro's requirements and be installed by developer.
- Go to www.nespower.com click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Steps for Residential Submittal" fill out the form. Then follow the direction for sending the digital drawing and the forms.

FEMA NOTE:

THIS PROPERTY DOES NOT LIE WITHIN FLOOD HAZARD AREAS AND IS DETERMINED TO BE IN ZONE "X" AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM PANEL MAP NUMBERS: 47037C0242H, DATED: APRIL 05, 2017

PUBLIC WORKS NOTE:

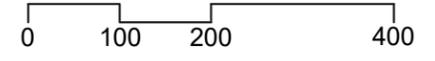
- THE FINAL SITE PLAN / BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP FRONTAGE OR FRONTAGE ZONE, AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. WHERE FEASIBLE, VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
- PARKING RATIOS SHALL BE PROVIDED AT OR ABOVE THE METRO ZONING CODE UZO PARKING STANDARDS.
- ANY REQUIRED RIGHT-OF-WAY WITHIN THE PROJECT SITE THAT IS IDENTIFIED AS NECESSARY TO MEET THE ADOPTED ROADWAY PLANS SHALL BE DEDICATED.
- THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS. IN EFFECT ST THE TIME OF THE APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN, OR FINAL DEVELOPMENT PLAN OR BUILDING PERMIT, AS APPLICABLE.
- THE DESIGN OF THE PUBLIC INFRASTRUCTURE IS TO BE COORDINATED WITH THE FINAL SP, THE ROADS, PEDESTRIAN INFRASTRUCTURE, BICYCLE ROUTES, ETC. ARE TO BE DESIGNED AND CONSTRUCTED PER MPW STANDARDS AND SPECIFICATIONS.
- ALL CONSTRUCTION WITHIN THE RIGHT OF WAY SHALL COMPLY WITH ADA AND METRO PUBLIC WORKS STANDARDS AND SPECIFICATIONS. ALL STREETS AND ALLEYS TO BE PER METRO PUBLIC WORKS STANDARDS.
- ALL SIDEWALKS ON THE PROPERTY FRONTAGE ARE TO BE ADA COMPLIANT PRIOR TO U/O PERMIT.

METRO WATER SERVICES NOTE:

- ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO 78-840, AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.

LANDSCAPE NOTE:

THIS DEVELOPMENT SHALL MEET THE REQUIREMENTS OF SECTION 17.24 OF THE METRO ZONING ORDINANCE, LANDSCAPE, BUFFERING AND TREE REPLACEMENT.



CIVIL - SITE PLAN OPTION 2 - ALTERNATIVE LAYOUT BUILD REALIGNMENT OF DICKERSON PIKE



PLANNING NOTES:

1. MINOR MODIFICATIONS TO THE PRELIMINARY SP PLAN MAY BE APPROVED BY THE PLANNING COMMISSION OR SITE DESIGN AND ACTUAL SITE CONDITIONS. ALL MODIFICATIONS SHALL BE CONSISTENT WITH THE PRINCIPLES AND FURTHER THE OBJECTIVES OF THE APPROVED PLAN. MODIFICATIONS SHALL NOT BE PERMITTED EXCEPT THROUGH AN ORDINANCE APPROVED BY METRO COUNCIL THAT INCREASED THE PERMITTED DENSITY OR FLOOR AREA, ADD USES NOT OTHERWISE PERMITTED, ELIMINATE SPECIFIC CONDITIONS OR REQUIREMENTS CONTAINED IN THE PLAN AS ADOPTED THROUGH THIS ENACTING ORDINANCE, OR ADD VEHICULAR ACCESS POINTS NOT CURRENTLY PRESENT APPROVED.
2. THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
3. IF A DEVELOPMENT STANDARD, NOT INCLUDING PERMITTED USES, IS ABSENT FROM THE SP PLAN AND/OR COUNCIL APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE STANDARDS, REGULATIONS AND REQUIREMENTS OF METRO ZONING DISTRICT AS THE DATE OF THE APPLICABLE REQUEST OR APPLICATION.
4. BUILDING FACADES FRONTING A STREET SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 15% GLAZING.

STORMWATER NOTES:

- 78-840 NOTE: ANY EXCAVATION, FILL, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH THE STORM WATER MANAGEMENT ORDINANCE NO. 28 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- PRELIMINARY PLAN NOTE: THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF THE FINAL APPLICATION.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS IN ORDER TO MAINTAIN AND REPAIR UTILITIES IN THE SITE.
- SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. (MINIMUM DRIVEWAY CULVERT IN METRO R.O.W. IS 18" CMP.) STORMWATER QUALITY CONCEPT WILL BE A COMBINATION OF LID (BIORETENTION & PAVERS) AND/OR WATER QUALITY VAULT IF APPROVED BY VARIANCE.

FIRE MARSHAL NOTES:

- New commercial developments shall be protected by a fire hydrant that complies with the 2006 edition of NFPA 1 Table H.
- To see Table H go to: <http://www.nsfire.org/pre/1tableH51.htm>
- Project Engineer needs to meet with the Fire Marshals office concerning this project.
- No part of any building shall be more than 500 ft from a fire hydrant via hard surface road. Metro Ordinance 095-1541 Sec. 1569.0209.
- All fire department access roads shall be 20 feet minimum width and shall have an unobstructed vertical clearance of 13.6 feet.
- All dead end roads over 150 ft in length require a 100 ft diameter turnaround. This includes temporary turnarounds.
- Temporary T-type turnarounds that last no more than one year shall be approved by the Fire Marshal's Office.
- If more than three stories about grade, Class 1 standpipe system shall be installed.
- If more than one story below grade, Class 1 standpipe system shall be installed.
- When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with nationally recognized standards.
- A fire hydrant shall be provided within a 100 ft of the fire department connection.
- Fire hydrants shall be in-service before any combustible material is brought on site.

NES NOTES:

1. Developer's drawing does not show any existing utility poles or easements on the properties.
2. Developer to provide a civil duct and gear (pad/switch) locations for NES review and approval. This shall cover the entire project area.
3. NES can meet with developer/engineer upon request to determine electrical service options. If a central metering room is required, NES Meter Department approval of planned location and access method.
4. NES needs any drawings that will cover any road improvements to Metro to see that Public Works will require to evaluate possible relocations of existing or proposed electrical facilities for this project.
5. Developer shall work with Metro PW on street lighting. This is urban services area and must be fit to Metro's minimum requirements.
6. NES follows the National Fire Protection Association rules. Refer to NFPA 70 article 450-27, and NESC Section 15-152.A.2 for complete rules (see NES Construction Guidelines) under "Builders and Contractors" tab @ www.nespower.com
7. NES needs to know if the developer has other options on additional property next to this area, if so NES needs an overall concept plan.

TO APPLY FOR SERVICE:

- Developer to provide construction drawings and a digital .dwg file @ state plane coordinates (TN83F) that contains the civil site information (Engineer shall provide approved plans by Metro Planning w/ any changes from other departments)
- Developer to provide a proposed easement drawing for the electric, phone and CATV.
 - All street lighting shall meet Metro's requirements and be installed by developer.
- Go to www.nespower.com click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Steps for Residential Submittal" fill out the form. Then follow the direction for sending the digital drawing and the forms.

FEMA NOTE:

THIS PROPERTY DOES NOT LIE WITHIN FLOOD HAZARD AREAS AND IS DETERMINED TO BE IN ZONE "X" AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM PANEL MAP NUMBERS: 47037C0242H, DATED: APRIL 05, 2017

PUBLIC WORKS NOTE:

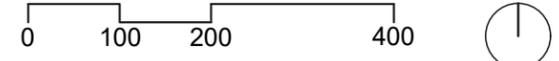
1. THE FINAL SITE PLAN / BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP FRONTAGE OR FRONTAGE ZONE, AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. WHERE FEASIBLE, VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
2. PARKING RATIOS SHALL BE PROVIDED AT OR ABOVE THE METRO ZONING CODE UZO PARKING STANDARDS.
3. ANY REQUIRED RIGHT-OF-WAY WITHIN THE PROJECT SITE THAT IS IDENTIFIED AS NECESSARY TO MEET THE ADOPTED ROADWAY PLANS SHALL BE DEDICATED.
4. THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS. IN EFFECT ST THE TIME OF THE APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN, OR FINAL DEVELOPMENT PLAN OR BUILDING PERMIT, AS APPLICABLE.
5. THE DESIGN OF THE PUBLIC INFRASTRUCTURE IS TO BE COORDINATED WITH THE FINAL SP, THE ROADS, PEDESTRIAN INFRASTRUCTURE, BICYCLE ROUTES, ETC. ARE TO BE DESIGNED AND CONSTRUCTED PER MPW STANDARDS AND SPECIFICATIONS.
6. ALL CONSTRUCTION WITHIN THE RIGHT OF WAY SHALL COMPLY WITH ADA AND METRO PUBLIC WORKS STANDARDS AND SPECIFICATIONS. ALL STREETS AND ALLEYS TO BE PER METRO PUBLIC WORKS STANDARDS.
7. ALL SIDEWALKS ON THE PROPERTY FRONTAGE ARE TO BE ADA COMPLIANT PRIOR TO U/O PERMIT.

METRO WATER SERVICES NOTE:

1. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO 78-840, AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
2. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.

LANDSCAPE NOTE:

THIS DEVELOPMENT SHALL MEET THE REQUIREMENTS OF SECTION 17.24 OF THE METRO ZONING ORDINANCE, LANDSCAPE, BUFFERING AND TREE REPLACEMENT.

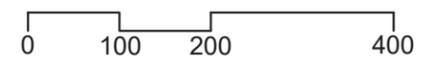


CIVIL - UTILITY PLAN
OPTION 1
 NO-BUILD ALIGNMENT OF DICKERSON PIKE



LEGEND:

- PROPOSED WATER
- EXISTING WATER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER

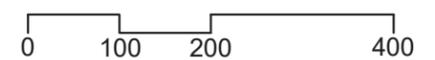


CIVIL - UTILITY PLAN
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



LEGEND:

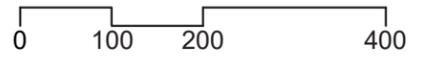
- PROPOSED WATER
- EXISTING WATER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER



**CIVIL - GRADING DRAINAGE PLAN
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE**



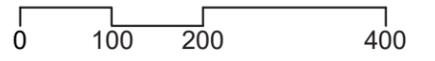
- LEGEND:**
- PROPOSED DRAINAGE
 - EXISTING DRAINAGE
 - PREVIOUS PAVERS
 - BIORETENTION AREA



CIVIL - GRADING DRAINAGE PLAN
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



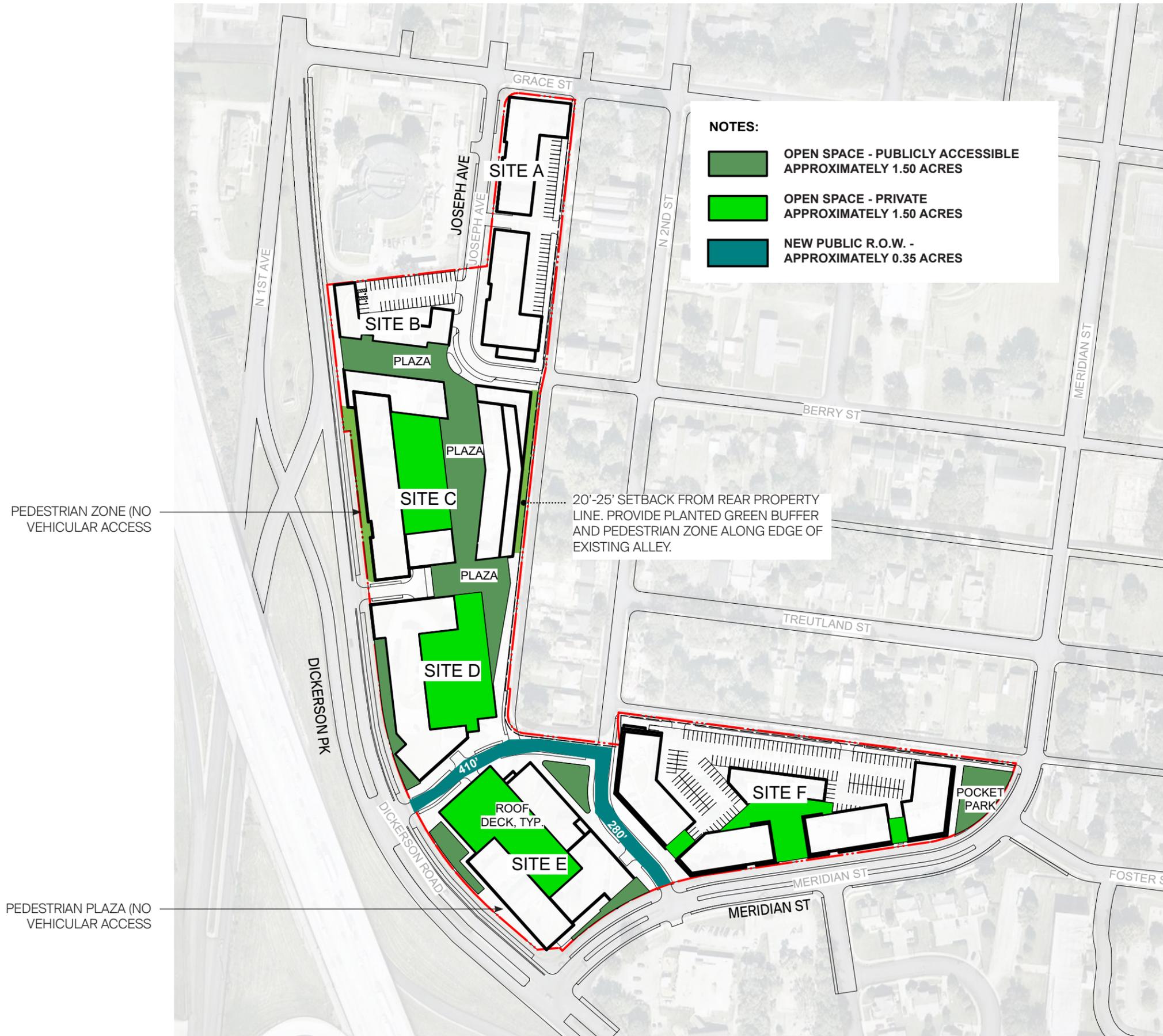
- LEGEND:
- PROPOSED DRAINAGE
 - EXISTING DRAINAGE
 - PREVIOUS PAVERS
 - BIORETENTION AREA



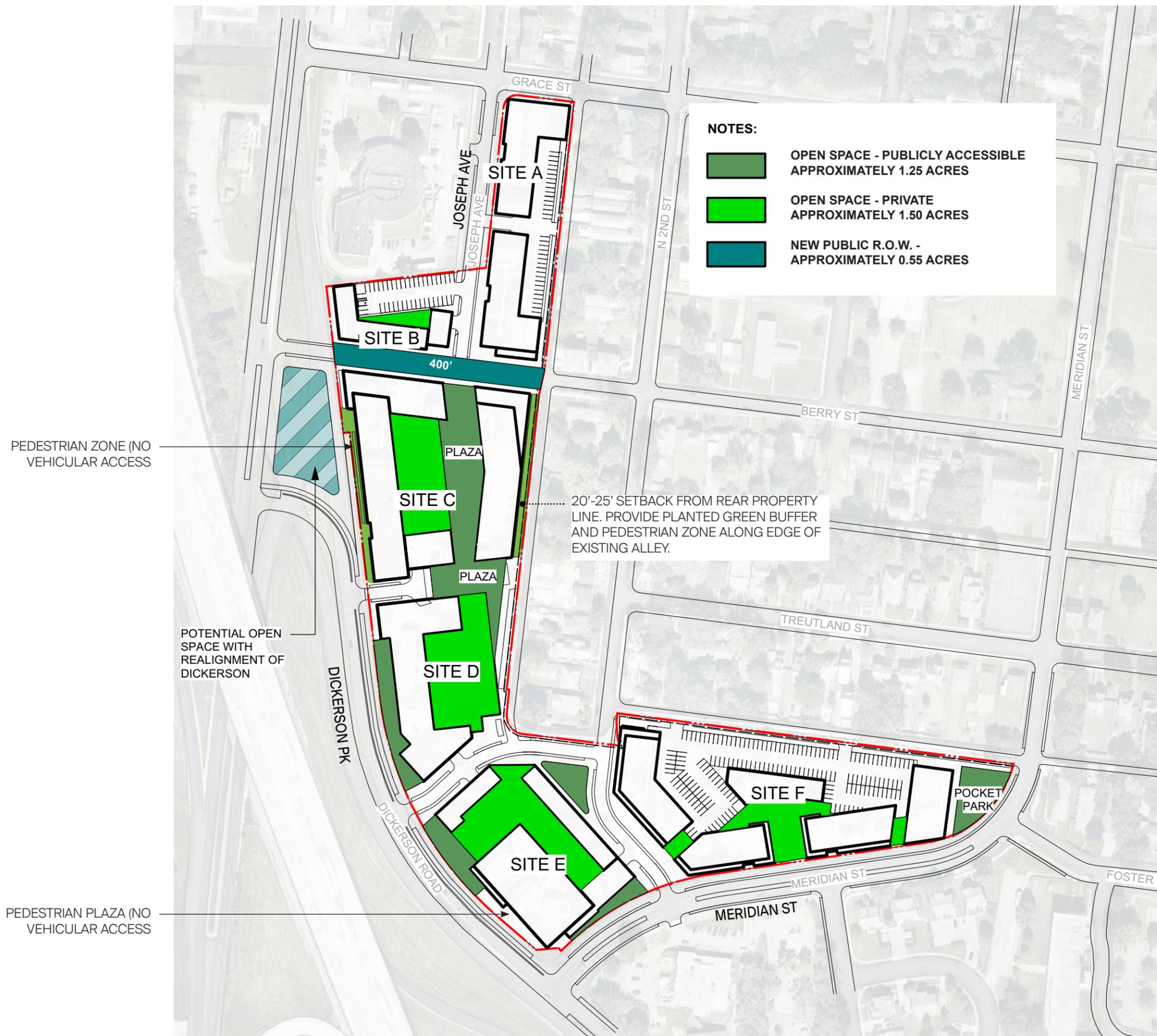




**OPEN SPACE DIAGRAM
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE**



OPEN SPACE DIAGRAM
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE

Plan Notes:

Building façades fronting a street or open space shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing.

Windows shall be vertically oriented at a ratio of 1.5:1 or greater, except for dormers.

Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, metal panel or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.

Porches at grade shall provide a minimum of six feet of depth.

A raised foundation of 18"- 36" is required for all residential structures.

- Structured Garage**
**No rooftop parking
- Residential Liner**

SITE A
Resi with Surface Parking

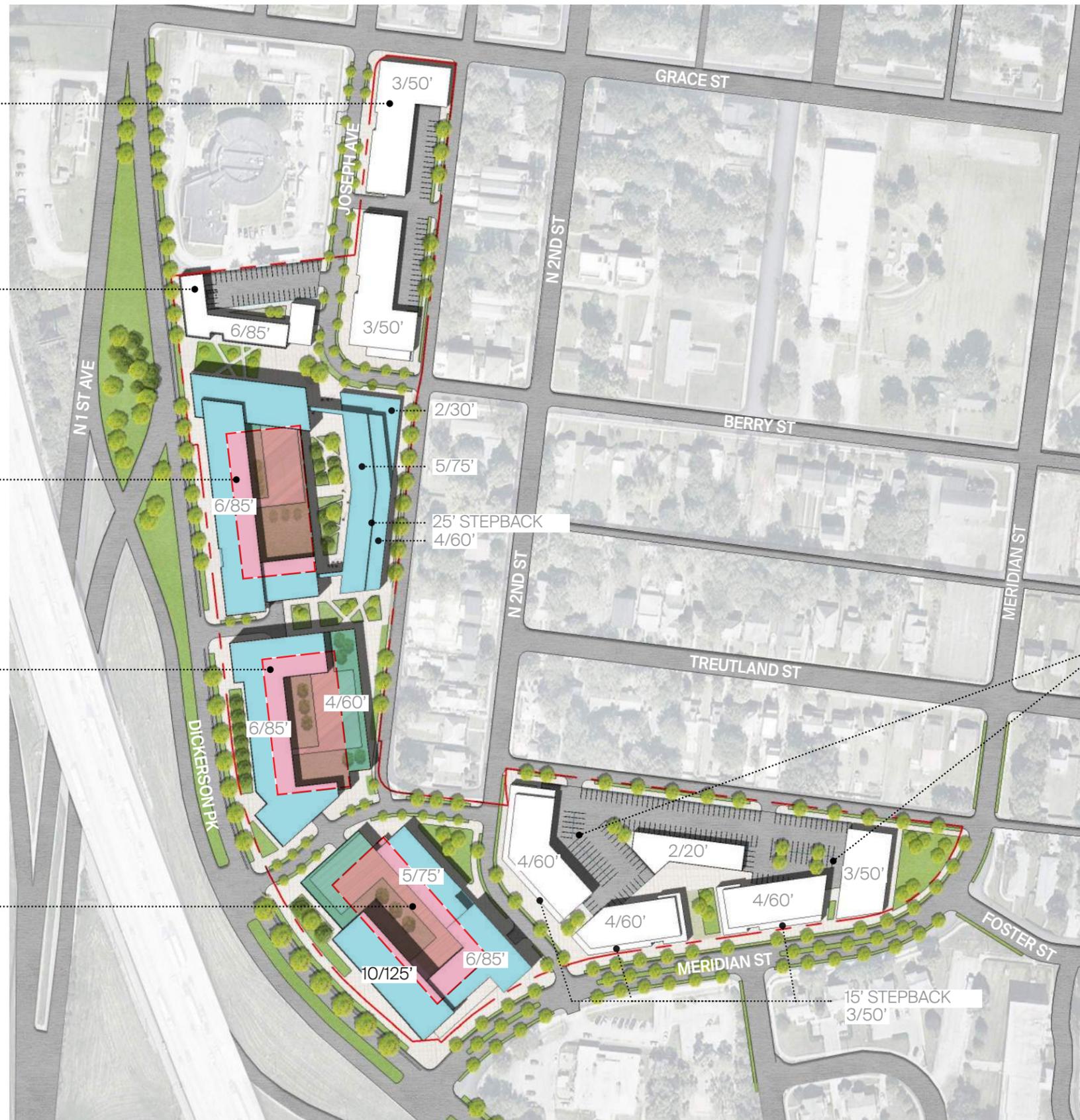
SITE B
Resi with Surface Parking

SITE C
Resi with Structured Parking
85' Max to roof

SITE D
Resi with Structured Parking

SITE E
Resi with Structured Parking

SITE F
Resi with Surface Parking



NUMBERS ON MASSING DIAGRAM
INDICATE MAXIMUM NUMBER OF
STORIES AND MAX HEIGHT TO ROOF

**GROUND FLOOR ACCESS
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE**



- Residential Building / Liner
- Structured Garage
- Unlined Garage Facade
- Parking Access Points

Plan Notes:

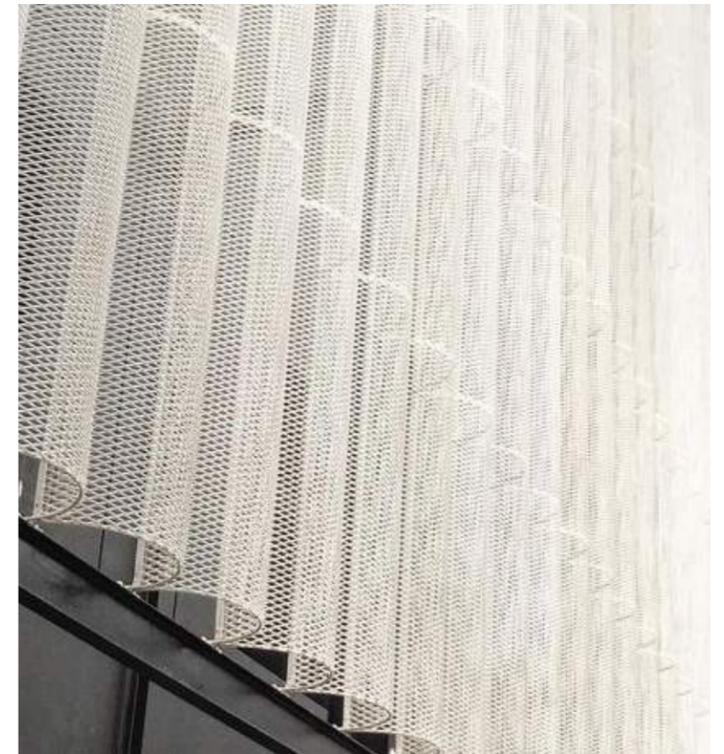
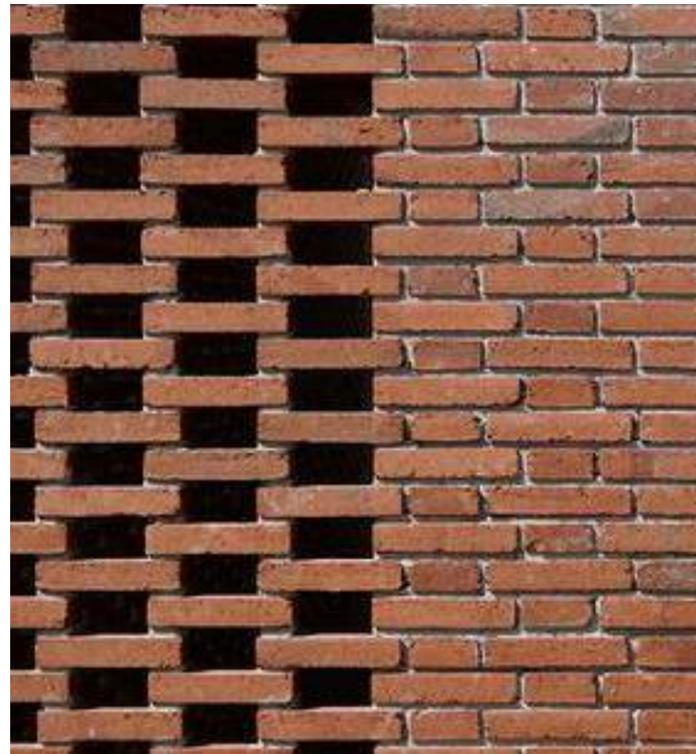
Refer to Landscape drawings for locations of plazas, courtyards, hardscaping and planting.

No Garage or parking access points opening directly onto Dickerson or Meridan.

No unlined structured parking is visible from McFerrin Park neighborhood. There is no rooftop parking.

Facades for parking garages will be seamlessly integrated into the design. The materiality and proportions of any above-grade parking screening should be thoughtfully considered. The facade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding context. Openings for natural ventilation are permissible when integrated into the facade design.

SCREENED GARAGE PRECEDENTS
PASSIVELY VENTILATED GARAGE



GREEN WALL

BRICK BREEZE WALL

PERFORATED METAL SCREEN

SCULPTURAL/PATTERNED SCREEN WALL

OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE

NOTE:
EACH SITE WILL HAVE A LEAST ONE PRIMARY PEDESTRIAN ENTRANCE DIRECTLY FROM DICKERSON, MERIDIAN OR PRIMARY FACING STREET.

 ZONE OF 4 STORY STRUCTURED PARKING.
**NO ROOFTOP PARKING

 RESIDENTIAL LINER BUILDING



NUMBERS ON MASSING DIAGRAM INDICATE MAXIMUM NUMBER OF STORIES AND MAX HEIGHT TO ROOF

OPTION 2 - ALTERNATIVE LAYOUT
BUILD REALIGNMENT OF DICKERSON PIKE

Plan Notes:

Building façades fronting a street or open space shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing.

Windows shall be vertically oriented at a ratio of 1.5:1 or greater, except for dormers.

Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, metal panel or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.

Porches at grade shall provide a minimum of six feet of depth.

A raised foundation of 18"- 36" is required for all residential structures.

- **Structured Garage**
 **No rooftop parking
- **Residential Liner**

SITE A
 Resi with Surface Parking

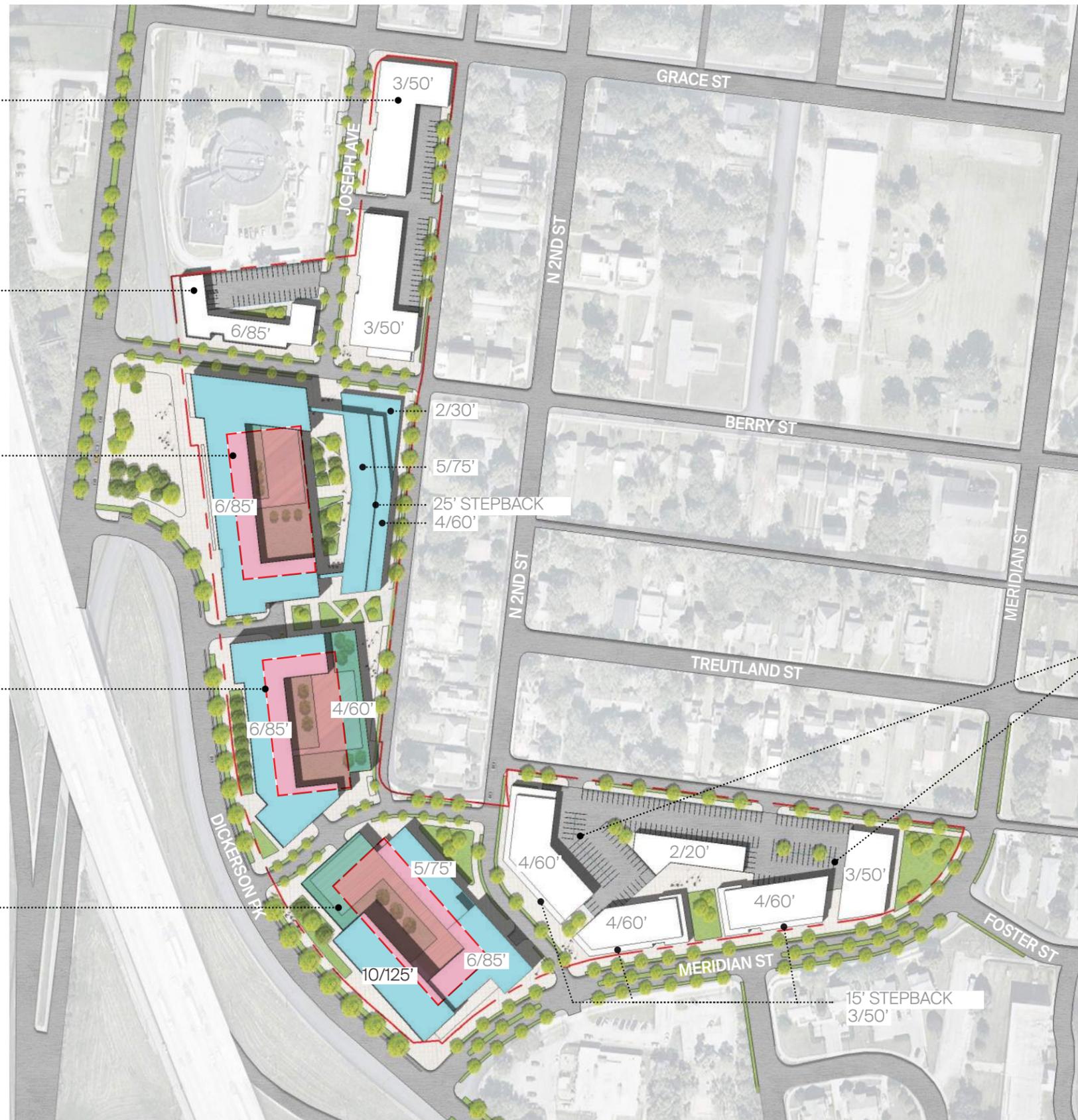
SITE B
 Resi with Surface Parking

SITE C
 Resi with Structured Parking

SITE D
 Resi with Structured Parking

SITE E
 Resi with Structured Parking

SITE F
 Resi with Surface Parking



NUMBERS ON MASSING DIAGRAM
 INDICATE MAXIMUM NUMBER OF
 STORIES AND MAX HEIGHT TO ROOF

**GROUND FLOOR ACCESS
OPTION 2 - ALTERNATE LAYOUT
BUILD REALIGNMENT OF DICKERSON PIKE**



SITE A
Resi with Surface Parking

SITE B
Resi with Surface Parking

Residential Liner Building

SITE C
Structured Parking

Unlined Portion of Parking
Structure is internal to site

SITE D
Structured Parking

Residential Liner Building

Residential Liner Building

SITE E
Structured Parking

Residential Liner Building

Residential Building / Liner

Structured Garage

Unlined Garage Facade

Parking Access Points

Plan Notes:

Refer to Landscape drawings for locations of plazas, courtyards, hardscaping and planting.

No Garage or parking access points opening directly onto Dickerson or Meridan

No unlined structured parking is visible from McFerrin Park neighborhood. There is no rooftop parking.

Facades for parking garages will be seamlessly integrated into the design. The materiality and proportions of any above-grade parking screening should be thoughtfully considered. The facade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding context. Openings for natural ventilation are permissible when integrated into the facade design.

SITE F
Resi with Surface Parking

OPTION 2 - ALTERNATIVE LAYOUT
BUILD REALIGNMENT OF DICKERSON PIKE

NOTE:
 EACH SITE WILL HAVE A LEAST ONE PRIMARY PEDESTRIAN ENTRANCE DIRECTLY FROM DICKERSON, MERIDIAN OR PRIMARY FACING STREET.

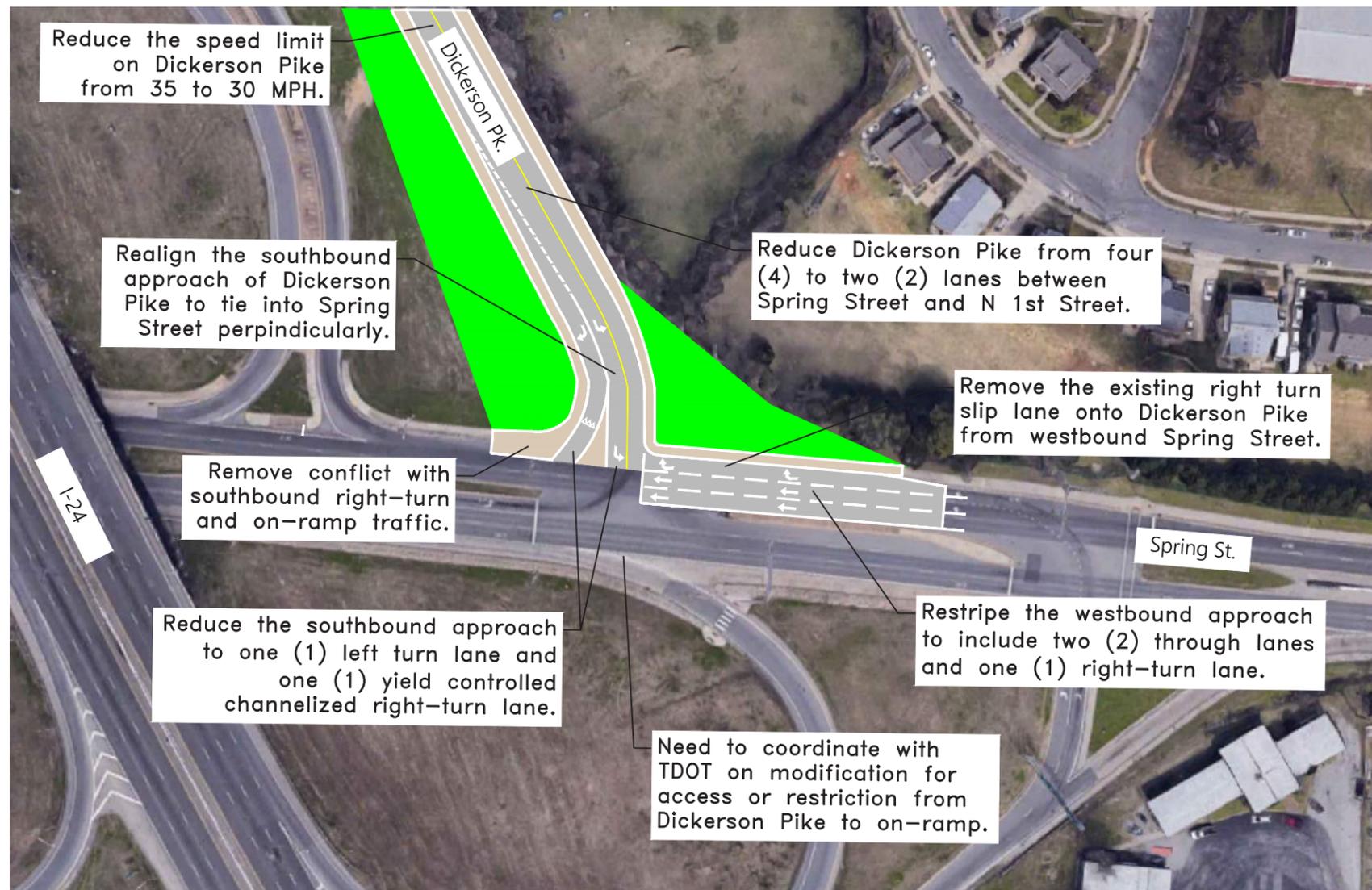
 ZONE OF 4 STORY STORY STRUCTURED PARKING.
 **NO ROOFTOP PARKING

 RESIDENTIAL LINER BUILDING



NUMBERS ON MASSING DIAGRAM INDICATE MAXIMUM NUMBER OF STORIES AND MAX HEIGHT TO ROOF

**INTERSECTION DETAIL
SPRING STREET & DICKERSON PIKE**



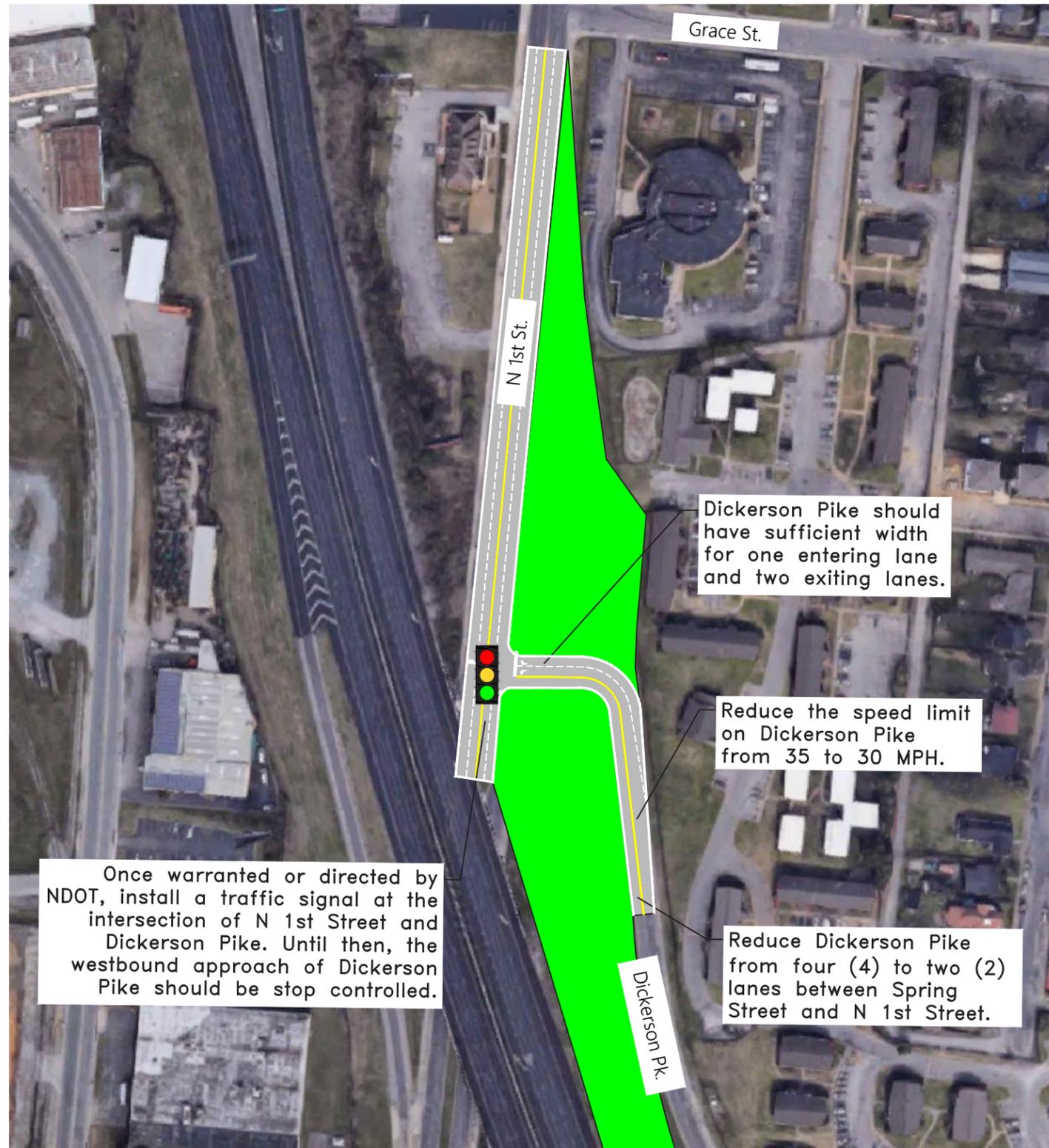
Proposed Southern Roadway Realignment
(Not to Scale)

Figure 2.

NOTE:

Development shall work with NDOT and TDOT to reconstruct the intersection of Spring Street at Dickerson Pike per the concept included within the Preliminary SP packet. Development will continue to coordinate design, providing further analysis of conditions and details to arrive at final design with NDOT. Final design details are to be submitted with Final SP approval for any construction Phase directly abutting Dickerson Pike. Intersection improvements are to be substantially complete prior to the issuance of the Use and Occupancy permit for any phase directly abutting Dickerson Pike.

INTERSECTION DETAIL
DICKERSON PIKE & N 1ST ST.
BUILD REALIGNMENT OF DICKERSON PIKE



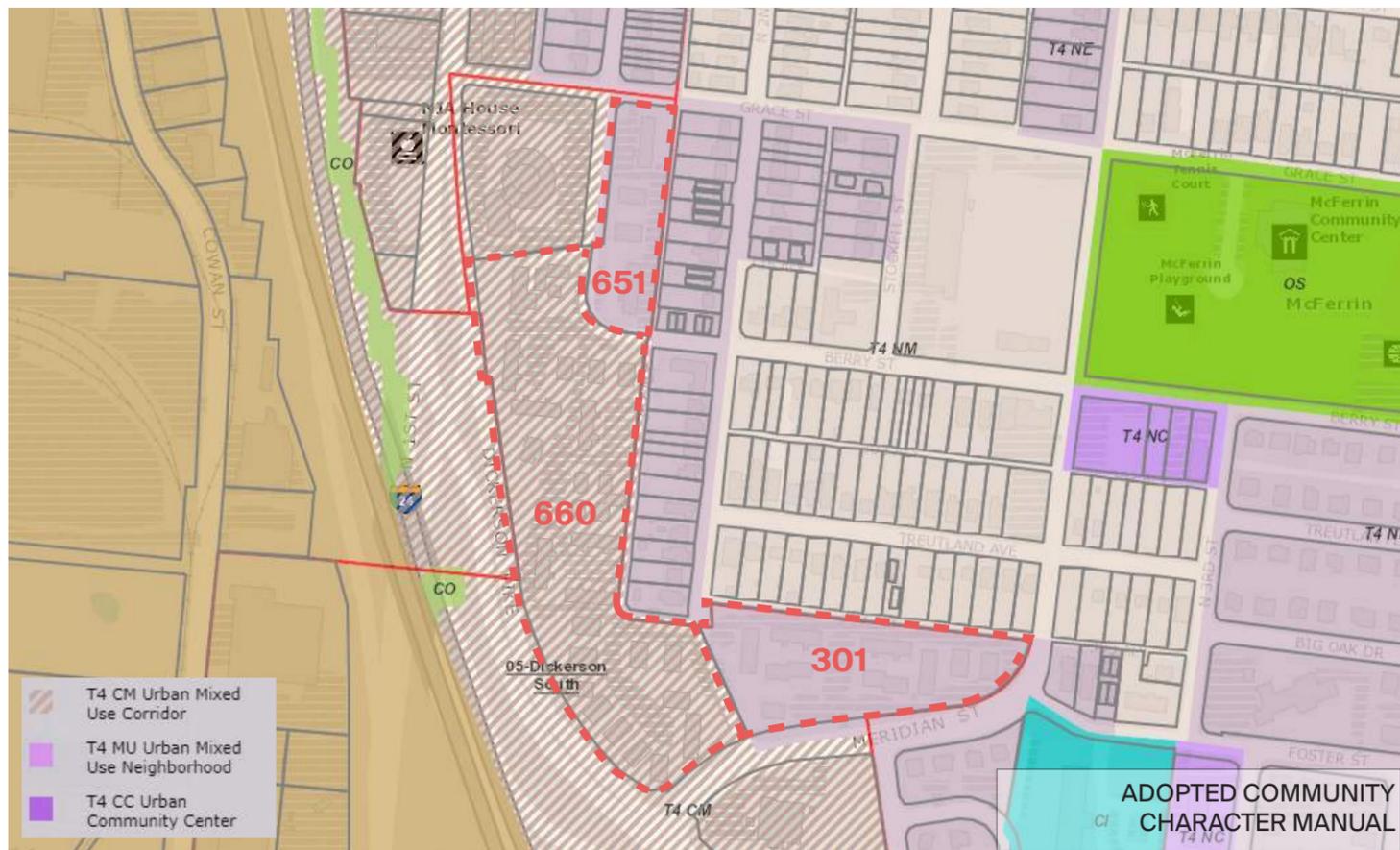
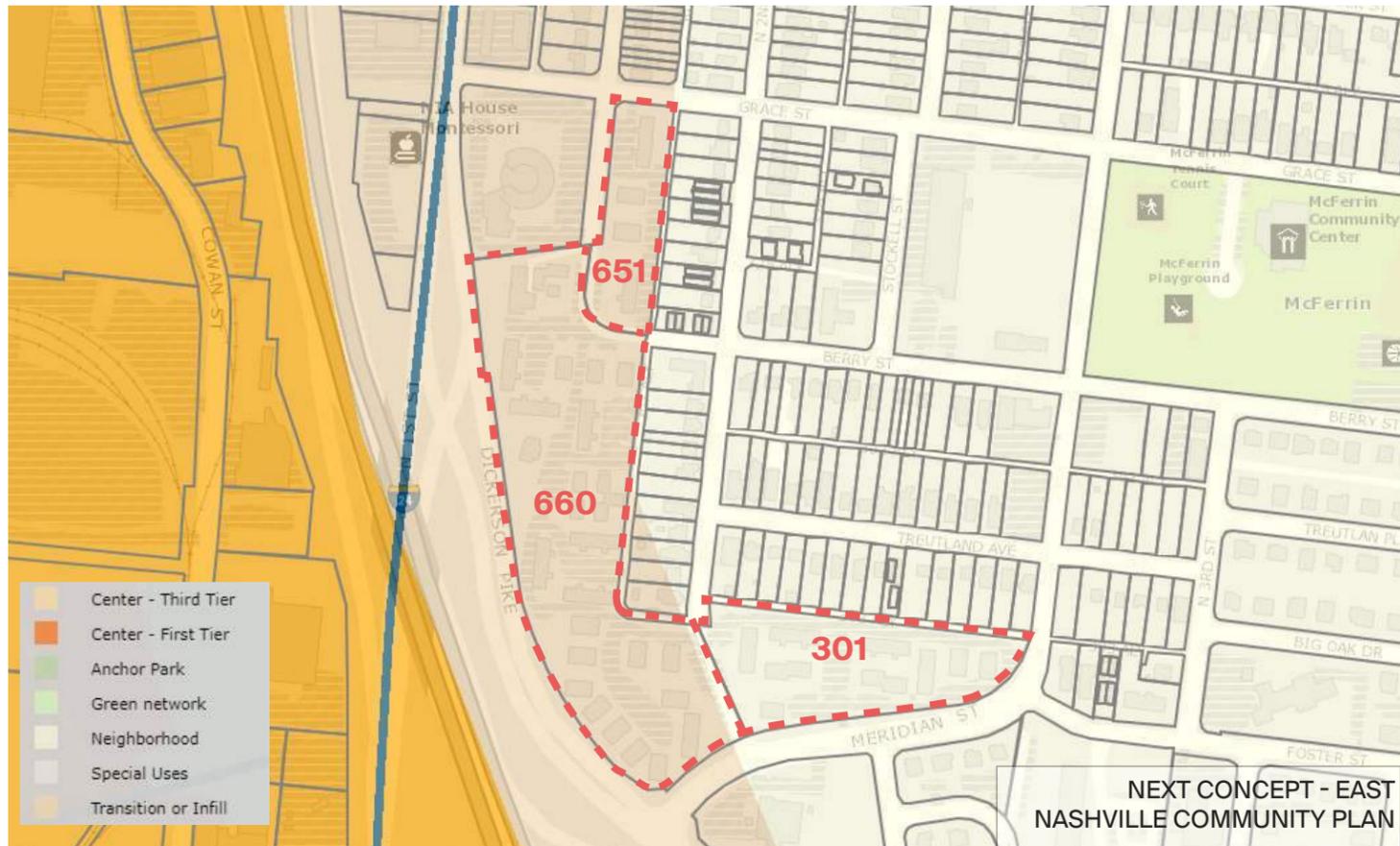
NOTE:

The "Build Scenario" realignment of Dickerson Pike (see site exhibit) is NDOT's preferred solution. Development is to work expeditiously with NDOT and TDOT for final approval of the realignment modification. If it is determined by NDOT and TDOT not to proceed with the "Build Scenario" realignment of Dickerson Pike, and no other alternatives are required, the development will proceed with road improvements, however no changes will be made to road alignments. If approved, the Dickerson Pike realignment construction is to be substantially complete prior to the issuance of the Use and Occupancy permit for any phase directly abutting Dickerson Pike. Improvements to the intersection of Spring Street at Dickerson Pike are separate from this condition. NDOT shall assist development in achieving said schedules and approvals. Realignment approval, if incomplete at the time of Use and Occupancy permit due to NDOT, TDOT or Federal delays, shall not restrict issuance of Use and Occupancy permits. In this event, development shall provide a bond for the estimated cost of the work to be completed.



Proposed Northern Roadway Realignment
(Not to Scale)

Figure 1.



***Appendix
East Nashville
Community Plan**

***For Reference Only**

These parcels sit within the East Nashville Community Plan. In this plan, they are shown as a Tier Three Center (651 and 660) and Neighborhood (301). Dickerson Pike is an immediate need corridor. Centers are envisioned to become pedestrian friendly areas with frequent transit service and a dense mix of uses. Tier Three areas are spaces that could received coordinated investments in response to opportunities identified by the private sector.

**T4 CM Urban
Mixed Use Corridor**



660

Within the Nashville Community Character Manual, the 660 Joseph Ave property is designated as T4 Center Urban Mixed Use Corridor (T4-CM). This policy is intended to maintain, enhance, and create urban, mixed use neighborhoods with a diverse mix of moderate to high density residential, commercial, office, and light industrial land uses, placing commercial uses at intersections with residential uses between intersections.

Typical Re-zonings for T4-CM Include:

- RM20-A
- RM40-A
- MUL-A
- MUG-A
- OR20-A
- OR40-A
- ORI-A
- SP's based on these zoning Districts

Appropriate Land Uses

- Mixed Use
- Residential
- Commercial
- Office
- Institutional
- Artisan manufacturing and other low impact industrial and warehousing use

Building Form (Mass, Orientation, Placement)

Mixed use, non-residential, and multifamily building heights are generally up to five stories.* Taller buildings may be appropriate at transitions and major intersections.

(* Supplemental Policy will permit 6 stories on this parcel. See next page.)

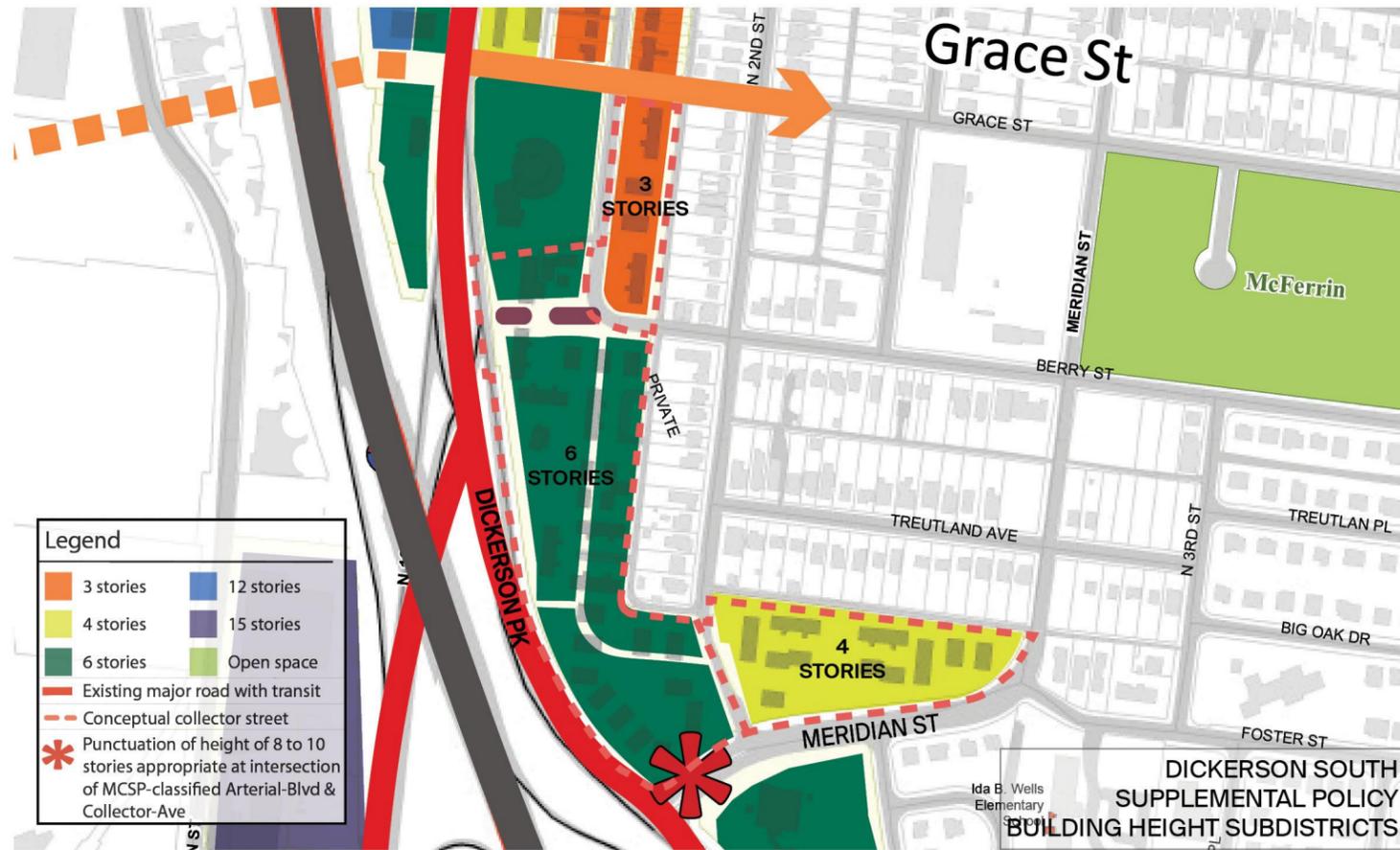
**T4 MU Urban
Mixed Use
Neighborhood**



651

301

Within the Nashville Community Character Manual, the 651 Joseph Ave and 301 2nd St properties are designated as T4 Center Urban Mixed Use Neighborhood (T4-MU). This policy is intended to preserve, enhance, and create mixed use neighborhoods with a development pattern that contains a variety of housing along with mixed use and light development. These areas are intended to be served by high levels of connectivity with complete street networks, sidewalks, bikeways and mass transit.



***Appendix**
Planning Policies
Supplemental Policy:
Dickerson South
Corridor Study

**For Reference Only*

These sites are part of a Small Area Plan Amendment within the East Nashville Community Plan of Nashville Next.

Appropriate Land Uses

Transit-supportive uses and densities, mixed-use developments and diverse range of housing types are encouraged. Taller buildings are appropriate and necessary to the west of Dickerson for high-capacity transit service.

* Zoning districts that meet the policy and achieve close to the maximum height envisioned by the subdistrict.

AMENDMENT NO. __
TO
ORDINANCE NO. BL2022-1159

Mr. President:

I move to amend Ordinance No. BL2022-1159 by adding the following condition to Section 4:

8. The developer shall cause the installation of a mural on the existing water tank on the property.

INTRODUCED BY:

Mary Carolyn Roberts
Member of Council

SUBSTITUTE RESOLUTION NO. RS2022-1326

A resolution requesting the Metropolitan Planning Commission and Metropolitan Planning Department review and amend as needed the current general plan for Nashville and Davidson County, NashvilleNext: A General Plan for Nashville & Davidson County, no later than June 30, 2023.

WHEREAS, the current general plan, NashvilleNext: A General Plan for Nashville & Davidson County, was initially adopted in June of 2015 and amended in August of 2017; and

WHEREAS, NashvilleNext includes a Land Use, Transportation, & Infrastructure elements section, an Access Nashville 2040 Transportation Plan, and a Major and Collector Streets Plan; and

WHEREAS, NashvilleNext also includes 14 Community Plans, which establish Community Character Policies to guide land use decisions throughout the county; and

WHEREAS, the process to create NashvilleNext engaged thousands of Nashvillians from throughout the county across three years; and

WHEREAS, many Metro Nashville Departments created or updated master plans to incorporate or reflect NashvilleNext, engaging many more Nashvillians; and

WHEREAS, NashvilleNext recommends an ongoing process to keep the Plan up to date as the General Plan for Nashville & Davidson County; and

WHEREAS, NashvilleNext was last comprehensively updated in 2017, at which time it incorporated the Walk n Bike Master, the nMotion Transit Plan, and the Plan to Play Parks Master Plan; and

WHEREAS, the Planning Department has prepared a number of small area updates to NashvilleNext, including Music Row, Haynes-Trinity, Dickerson Pike, Wedgewood Houston / Chestnut Hill, Lebanon Pike, Highland Heights, and Charlotte Pike, among others; and

WHEREAS, the Planning Department uses the Community Plan Amendment process to keep NashvilleNext up to date in areas beginning to undergo land use change; and

WHEREAS, the Planning Department has committed to maintaining contact with communities throughout the county, outside of development proposals and small-area studies; and

WHEREAS, the rate of growth and development within Nashville and Davidson County has outpaced the growth that was anticipated when NashvilleNext was adopted; and

WHEREAS, the continued and projected substantial growth of Nashville and Davidson County necessitates an updated analysis of the land use character areas, infrastructure needs, and transportation needs necessary to adequately support a burgeoning population ~~beyond what is currently considered for in NashvilleNext~~ in some parts of the county; and

~~WHEREAS, the current land use policies in place no longer match what residents want to see in their neighborhoods and communities; and~~

WHEREAS, a review and update to NashvilleNext will lead to more community engagement in the process and more continuity in the land use policy across the city.

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

Section 1. That the Metropolitan Council hereby goes on record as requesting that the Metropolitan Planning Commission and Metropolitan Planning Department review the current general plan, NashvilleNext: A General Plan for Nashville & Davidson County and amend it as necessary ~~based on the actualized rate of growth of Nashville and Davidson County and community input. This review and amendment process shall be completed,~~ no later than June 30, 2023.

Section 2. That the Metropolitan Council requests that the Metropolitan Planning Department undertake the following geographic policy area reviews with the relevant District Councilmember:

- Conduct a small area study of Bordeaux commercial districts and neighborhoods in District 2.
- Review Suburban Neighborhood Evolving policies along Ewing Drive between I-24 and I-65 in District 2.
- Extend Suburban Community Center or Rural Neighborhood Center policies west along Old Hickory Boulevard from I-24 toward Lickton Creek Pike within District 3.
- Review Urban Corridor policies along Myatt Drive and Anderson Lane and Urban Neighborhood Evolving policies along DuPont Avenue within District 9.
- Review Suburban Neighborhood Evolving policy areas around Stewarts Ferry Pike and John Hagar Road within District 12.
- Review Urban Neighborhood Evolving policies in the Fall-Hamilton and Chestnut Hill character areas of the Wedgewood Houston/Chestnut Hill Urban Design Overlay in District 17. (Note that the policy change would not affect the UDO.)
- Review Urban Neighborhood Maintenance policy in the Russworm Heights neighborhood along Rosedale Ave in District 17.
- Review Urban Neighborhood Evolving policies generally between Clifton Avenue and Jefferson Street and I-40 and the railroad in District 21.
- Review Urban Neighborhood Evolving policies north of Charlotte Pike and between 37th Avenue North and the I-40/I-440 interchange in Districts 21 and 24.
- Conduct a small area study of Cane Ridge neighborhoods in District 31.

The reviews should determine whether a long-range planning study or a change during the aforementioned NashvilleNext update is most appropriate. If inclusion with the NashvilleNext update is determined to be appropriate, Planning staff and the District Councilmember should develop an appropriate study area, proposed Community Character Policy, and statement of need for the change. Planning staff will identify or create opportunities for interested community members to provide input on the necessity of the proposed changes.

Section 3. That the Metropolitan Council requests that the Metropolitan Planning Department include proposed changes with broad community support into its next comprehensive NashvilleNext update.

Section 4. That the Metropolitan Clerk is authorized to send a copy of this resolution to Metropolitan Planning Commission and Metropolitan Planning Department.

Section 35. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville & Davidson County requiring it.

SPONSORED BY:

Jennifer Gamble
Kyonzte Toombs
Brett Withers
Brandon Taylor
Colby Sledge
Erin Evans
Members of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2022-1443

Mr. President –

I hereby move to amend Resolution No. RS2022-1443 by replacing the existing Exhibit K with the Exhibit K attached to this amendment.

SPONSORED BY:

Nancy VanReece
Member of Council

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
WOODBINE COMMUNITY ORGANIZATION, INC.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Woodbine Community Organization, Inc., hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Woodbine Community Organization, Inc. will construct 265 affordable housing rental units located at 3720 Clarksville Pike Nashville, TN 37218 and 3557, 3561 Dickerson Pike Nashville, TN 37207. The recipient's budget request is incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 30-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line-item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line-item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$3,000,000.

Additional Conditions for Rental Properties:

1. The Recipient will provide Metro with a management plan program oversight which includes certification of the rents, utility allowances and tenant incomes. The Grantee will also provide Metro an annual certification that Barnes rental requirements are being met throughout the compliance period.
2. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the grantee for compliance Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
3. Compliance restrictions on both tenant income and maximum rents shall apply for thirty (30) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not

performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within twenty-four months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed Three Million Dollars (\$3,000,000). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. **Grant Draws**

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) **Construction Grant Draw Schedule (% based on grant amount)**

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction and confirmation of acquisition (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. Metro may occasionally fund based on a true percentage of completion as noted in a Construction Inspection report or if the application requested funds for land acquisition, understanding that the initial 12.5% or acquisition draw may overfund the grant, requiring later draws to be reduced.

2) **Construction Grant Draw Process**

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection

- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Barnes Housing Trust Fund
 Planning Department – Housing Division
 800 2nd Avenue South
 Nashville, TN 37210
 (615) 862-7190

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. Unallowable Costs. The Recipient's invoice shall 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.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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.
- C. 9. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 10. Public Meetings. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 11. Recognition. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the

Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

John Cooper, Mayor

Metropolitan Council of Nashville and Davidson County

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. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall 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 shall 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 shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall 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.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Competitive Grant assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Competitive Grant program. Immediate family ties include (whether by blood, marriage or

adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall 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 shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.
- Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall 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 shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall 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 Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than March 1, 2023 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission 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 shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held 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 shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.

- D. 13. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall 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 shall 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 shall 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) Grantee's duties under this section shall 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 shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D. 18 Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.
- D.19. 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. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 21 Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.

- D. 22. Waiver. 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.
- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as 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.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
 Planning Department – Housing Division
 800 2nd Avenue South
 Nashville, TN 37210
 (615) 862-7190
 Ashley.Brown2@Nashville.Gov

Recipient:

Woodbine Community Organization
 643 Spence Lane
 Nashville, TN 37217

- D.27. 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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. 28 Effective Date. This contract shall 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 shall be effective as of the date first written above.

(THIS PAGE LEFT INTENTIONALLY BLANK)

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO PROGRAM SCOPE:



Gina Emmanuel, Chair,
Metropolitan Housing Trust Fund
Commission

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:

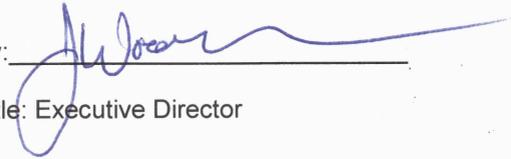
Director of Risk Management Services

APPROVED BY METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

Metropolitan Clerk

RECIPIENT:

Woodbine Community Organization, Inc.

By:  _____
Title: Executive Director

Sworn to and subscribed to before me a
Notary Public, this 2 day
of February, 2022.

Notary Public

 _____

My Commission
expires 5/22/24



BARNES HOUSING TRUST FUND RENTAL BUDGET

Unit Address	3720 Clarksville Pike and 3557/3561 Dickerson					
Development Type	Multi-Family					
Accessible Bus Line Routes	Dickerson and Clarksville Pike					
Number of 1 Bedrooms	132					
Number of 2+ Bedrooms	125					
Number of 3+ Bedrooms	41					
Square Feet	263,275					
Number of Stories	3					
	TOTAL	Contr/Perm	LP Equity	Barnes Fund	WCO	Perm/CITC
Acquisition Costs						
Vacant Land	2,015,000.00			1,765,000.00	250,000.00	
Sub-Total	2,015,000.00	0.00	0.00	1,765,000.00	250,000.00	0.00
	TOTAL	Contr/Perm	LP Equity	Barnes Fund	WCO	Perm/CITC
Predevelopment Costs						
Closing Costs	7,407,507.00	7,407,507.00				
Appraisal	15,000.00	15,000.00				
Survey	10,000.00	10,000.00				
Architect	1,227,500.00	1,227,500.00				
Engineering	31,500.00	31,500.00				
Tap Fees	1,012,500.00	1,012,500.00				
Sub-Total	9,704,007.00	9,704,007.00	0.00	0.00	0.00	0.00
	TOTAL	Contr/Perm	LP Equity	Barnes Fund	WCO	Perm/CITC
Hard Construction Costs	58,067,000.00	21,263,993.00	29,356,006.00	1,235,000.00		6,212,001.00
Sub-Total	58,067,000.00	21,263,993.00	29,356,006.00	1,235,000.00	0.00	6,212,001.00
	TOTAL	Contr/Perm	LP Equity	Barnes Fund	WCO	Perm/CITC
Construction Contingency	2,593,750.00		2,593,750.00			
Sub-Total	2,593,750.00	0.00	2,593,750.00	0.00	0.00	0.00
	TOTAL	Contr/Perm	LP Equity	Barnes Fund	WCO	Perm/CITC
Dev Fee Payable	5,233,068.00		5,233,068.00			
TOTAL PROJECT COST	77,612,825.00	30,968,000.00	37,182,824.00	3,000,000.00	250,000.00	6,212,001.00
Total Cost/Unit	\$260,445.72					

SOURCES	Total
Financing	\$30,968,000
LIHTC Equity	\$37,182,824
CITC	\$6,212,001
Barnes	\$3,000,000
WCO	\$250,000
TOTAL SOURCES	\$77,612,825

Appraisal	\$5,000
Market Study	\$7,500
Environmental Study	\$10,000
Cost Cert	\$40,000
Title Down Dates	\$30,000
Operating Reserve	\$897,097
Developer Fee	\$5,253,068

TOTAL USES	\$77,612,825
-------------------	---------------------

USES	Total
Land Purchase	\$765,100
Construction Hard costs	\$51,875,000
Construction contingency	\$2,593,750
Energy Star costs	\$75,000
Furniture, Fixtures & Equipment	\$175,000
Architect Design Fees	\$1,037,500
Arch Inspection/Other	\$125,000
Civil Engineer	\$26,500
Mechanical, Structural, Electrical, Fire Pro, Accessibility	\$0
Plumbing Engineer	\$0
Geotechnical Engineer	\$20,000
Boundary & As-Built Survey	\$10,000
PILOT Tax Fees and Expenses	\$25,000
Taxes and Insurance	\$300,000
THDA- Reservation & Application Fee	\$270,000
THDA - Monitoring Fee	\$300,000
Legal	\$80,000
Tap fees	\$1,012,500
Lease-up expense	\$200,000
Soft Cost Contingency	\$500,000
THDA Bond Fees	\$434,000
TEFRA Fees	\$15,000
Fannie Standby + Commitment Fees	\$116,130
Issuance costs (I-Preo, DTC, CUSIP)	\$7,500
Escrow bidding agent	\$4,000
Travel + printing	\$500
Bond counsel	\$40,000
Underwriters fee + counsel	\$470,000
Issuer fees	\$10,000
Rating Agency	\$20,000
Trustee fee	\$7,500
Trustees counsel	\$10,000
Negative arbitrage	\$2,257,500
Printing - Imagemaster	\$2,500
Verification agent	\$3,500
Perm loan origination fee	\$309,680
Perm loan underwriting expenses	\$30,000
Construction loan origination fee	\$325,000
Construction loan underwriting expenses	\$25,000
Equity underwriting expenses	\$50,000
Construction Interest	\$400,000 ₀₄₅

		Debt				Rent Roll					
Project Name	WCO Rd 9	Loan Amount	\$37,180,001			Type	Units	Mo. Rent			
Number of Units	298	Interest Rate	3.00%			1bd/50%	25	\$729			
Purchase Price	\$2,015,000	Amortization	480 months			1bd/60%	96	\$887			
						1bd/80%	11	\$1,204			
Going-in Cap Rate	6.0%	Monthly Payment	\$133,099			2bd/50%	25	\$871			
						2bd/60%	89	\$1,061			
						2bd/80%	11	\$1,441			
						3bd/50%	25	\$1,007			
						3bd/60%	5	\$1,226			
						3bd/80%	11	\$1,665			
						Total	298	\$298,296			
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income	<i>Inflation</i>	0.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Rent		\$3,579,552	\$3,651,143	\$3,724,166	\$3,798,649	\$3,874,622	\$3,952,115	\$4,031,157	\$4,111,780	\$4,194,016	\$4,277,896
Other Income		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Potential Gross Income		\$3,579,552	\$3,651,143	\$3,724,166	\$3,798,649	\$3,874,622	\$3,952,115	\$4,031,157	\$4,111,780	\$4,194,016	\$4,277,896
	<i>Vacancy</i>	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Vacancy		\$178,978	\$182,557	\$186,208	\$189,932	\$193,731	\$197,606	\$201,558	\$205,589	\$209,701	\$213,895
Effective Gross Income		\$3,400,574	\$3,468,586	\$3,537,958	\$3,608,717	\$3,680,891	\$3,754,509	\$3,829,599	\$3,906,191	\$3,984,315	\$4,064,001
Expenses	<i>Inflation</i>	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Utilities		\$193,700	\$199,511	\$205,496	\$211,661	\$218,011	\$224,551	\$231,288	\$238,227	\$245,373	\$252,735
Payroll		\$352,700	\$363,281	\$374,179	\$385,405	\$396,967	\$408,876	\$421,142	\$433,777	\$446,790	\$460,194
Maintenance and Admin		\$278,200	\$286,546	\$295,142	\$303,997	\$313,117	\$322,510	\$332,185	\$342,151	\$352,415	\$362,988
Management	4%	\$136,022	\$140,103	\$144,306	\$148,635	\$153,094	\$157,687	\$162,417	\$167,290	\$172,309	\$177,478
Ground Lease		\$265,302	\$273,261	\$281,459	\$289,903	\$298,600	\$307,558	\$316,784	\$326,288	\$336,077	\$346,159
Insurance		\$134,100	\$138,123	\$142,267	\$146,535	\$150,931	\$155,459	\$160,122	\$164,926	\$169,874	\$174,970
PILOT/Taxes	\$148.00	\$44,104	\$45,427	\$46,790	\$48,194	\$49,639	\$51,129	\$52,662	\$54,242	\$55,870	\$57,546
Operating Expenses	\$4,711.84	\$1,404,128	\$1,446,252	\$1,489,639	\$1,534,329	\$1,580,358	\$1,627,769	\$1,676,602	\$1,726,900	\$1,778,707	\$1,832,069
Net Operating Income		\$1,996,446	\$2,022,334	\$2,048,318	\$2,074,388	\$2,100,533	\$2,126,740	\$2,152,997	\$2,179,291	\$2,205,608	\$2,231,933
Replacement Reserve	\$300	\$89,400	\$92,082	\$94,844	\$97,690	\$100,620	\$103,639	\$106,748	\$109,951	\$113,249	\$116,647
Cash Flow from Operations		\$1,907,046	\$1,930,252	\$1,953,474	\$1,976,698	\$1,999,912	\$2,023,101	\$2,046,249	\$2,069,340	\$2,092,358	\$2,115,286
Debt Service		\$1,597,183.34	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183
Before Tax Cash Flow		\$309,863	\$333,069	\$356,290	\$379,515	\$402,729	\$425,917	\$449,065	\$472,157	\$495,175	\$518,103
Risk	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Loan Balance		(\$36,691,538)	(\$36,188,217)	(\$35,669,588)	(\$35,135,184)	(\$34,584,525)	(\$34,017,118)	(\$33,432,453)	(\$32,830,004)	(\$32,209,231)	(\$31,569,577)
DSCR		1.25X	1.27X	1.28X	1.30X	1.32X	1.33X	1.35X	1.36X	1.38X	1.40X

Project Name	WCO Rd 9	Loan Amount	\$37,180,001	Type	Units	Mo. Rent
Number of Units	298	Interest Rate	3.00%	1bd/50%	25	\$729
Purchase Price	\$2,015,000	Amortization	480 months	1bd/60%	96	\$887
				1bd/80%	11	\$1,204
Going-in Cap Rate	6.0%	Monthly Payment	\$133,099	2bd/50%	25	\$871
				2bd/60%	89	\$1,061
				2bd/80%	11	\$1,441
				3bd/50%	25	\$1,007
				3bd/60%	5	\$1,226
				3bd/80%	11	\$1,665
				Total	298	\$298,296

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	\$4,363,454	\$4,450,723	\$4,539,737	\$4,630,532	\$4,723,143	\$4,817,606	\$4,913,958	\$5,012,237	\$5,112,482	\$5,214,731
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$4,363,454	\$4,450,723	\$4,539,737	\$4,630,532	\$4,723,143	\$4,817,606	\$4,913,958	\$5,012,237	\$5,112,482	\$5,214,731
	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
	\$218,173	\$222,536	\$226,987	\$231,527	\$236,157	\$240,880	\$245,698	\$250,612	\$255,624	\$260,737
	\$4,145,281	\$4,228,187	\$4,312,751	\$4,399,006	\$4,486,986	\$4,576,725	\$4,668,260	\$4,761,625	\$4,856,858	\$4,953,995
	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	\$260,317	\$268,126	\$276,170	\$284,455	\$292,989	\$301,778	\$310,832	\$320,157	\$329,761	\$339,654
	\$473,999	\$488,219	\$502,866	\$517,952	\$533,490	\$549,495	\$565,980	\$582,959	\$600,448	\$618,462
	\$373,878	\$385,094	\$396,647	\$408,546	\$420,802	\$433,427	\$446,429	\$459,822	\$473,617	\$487,825
	\$182,802	\$188,286	\$193,935	\$199,753	\$205,745	\$211,918	\$218,275	\$224,824	\$231,568	\$238,515
	\$356,544	\$367,240	\$378,257	\$389,605	\$401,293	\$413,332	\$425,732	\$438,504	\$451,659	\$465,209
	\$180,219	\$185,626	\$191,195	\$196,930	\$202,838	\$208,923	\$215,191	\$221,647	\$228,296	\$235,145
	\$59,272	\$61,050	\$62,882	\$64,768	\$66,711	\$68,713	\$70,774	\$72,897	\$75,084	\$77,337
	\$1,887,031	\$1,943,642	\$2,001,951	\$2,062,009	\$2,123,870	\$2,187,586	\$2,253,213	\$2,320,810	\$2,390,434	\$2,462,147
	\$2,258,251	\$2,284,545	\$2,310,800	\$2,336,996	\$2,363,116	\$2,389,140	\$2,415,047	\$2,440,815	\$2,466,424	\$2,491,848
	\$120,146	\$123,751	\$127,463	\$131,287	\$135,226	\$139,282	\$143,461	\$147,765	\$152,198	\$156,763
	\$2,138,104	\$2,160,795	\$2,183,337	\$2,205,709	\$2,227,891	\$2,249,857	\$2,271,586	\$2,293,051	\$2,314,226	\$2,335,084
	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183	\$1,597,183
	\$540,921	\$563,611	\$586,153	\$608,526	\$630,707	\$652,674	\$674,403	\$695,868	\$717,043	\$737,901
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	(\$30,910,468)	(\$30,231,310)	(\$29,531,496)	(\$28,810,396)	(\$28,067,363)	(\$27,301,730)	(\$26,512,810)	(\$25,699,894)	(\$24,862,252)	(\$23,999,132)
	1.41X	1.43X	1.45X	1.46X	1.48X	1.50X	1.51X	1.53X	1.54X	1.56X

ORDINANCE NO. _____

An ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and CRP/WP Alta Metro Center Owner, LLC for trailhead improvements at the MetroCenter Levee Greenway. (Proposal No. 2022M-015AG-001).

WHEREAS, CRP/WP Alta Metro Center Owner, LLC ("Owner") is developing property located at 115 Great Circle Road adjacent to the MetroCenter Levee Greenway known as Alta Riverwalk; and,

WHEREAS, pursuant to the participation agreement attached hereto as Exhibit A (the "Participation Agreement"), Owner desires to construct and maintain trailhead improvements for the MetroCenter Levee Greenway (the "Trailhead Project") at no cost to the Metropolitan Government as a public amenity for the residents of Nashville and Davidson County and as an enhancement to the Alta Riverwalk Development; and,

WHEREAS, the Trailhead Project is estimated to cost Owner \$400,000.00; and,

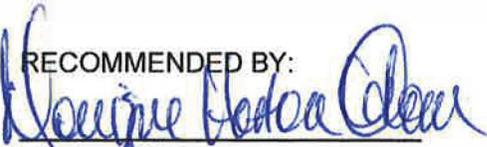
WHEREAS, it is in the best interest of The Metropolitan Government of Nashville and Davidson County that this participation agreement be approved.

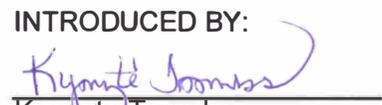
NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Participation Agreement is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. Any amendments, renewals, or extension of the terms of the Participation Agreement may be approved by resolution of the Metropolitan Council.

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

RECOMMENDED BY:

Monique Horton Odom, Director
Department of Parks and Recreation

INTRODUCED BY:

Kyorizte Toombs

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos

Assistant Metropolitan Attorney

UPON RECORDING RETURN TO:

Department of Law
Metro Courthouse, Suite 108
PO Box 196300
Nashville, TN 37219

GREENWAY PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS

This **GREENWAY PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS** (this "Agreement") is made and entered into this ____ day of _____, 2022, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, by and through the Metropolitan Board of Parks and Recreation, ("Metro")**, and **CRP/WP ALTA METRO CENTER OWNER, L.L.C. ("Owner")** (Metro and Owner are sometimes collectively referred to as the "Parties".)

BACKGROUND STATEMENT:

A. Metro maintains certain property as part of the Metro greenway system, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein (the "Greenway").

B. Owner, is the owner of that certain parcel of real property more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("Owner's Property").

C. Pursuant to the terms and conditions of this Agreement, Owner proposes to assist Metro in the construction of improvements within a portion of the Greenway (the "Greenway Improvements"), as such improvements are shown on the plans and specifications attached hereto as **Exhibit "C"** (the "Plans") and the ongoing care and maintenance of the Greenway Improvements.

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follow:

1. **Right of Entry**. Owner is hereby granted the right to enter the Greenway to perform the construction of the Greenway Improvements and to perform any and all activities necessary to operate and maintain the Greenway Improvements.

2. **Duties of Construction and Maintenance**. Owner agrees to construct the Greenway Improvements in accordance with the Plans. From and after the completion of the Greenway Improvements, Owner will keep, maintain, repair and replace, as necessary, the Greenway Improvements in good order, condition and state of repair, at the expense of Owner. Whenever Owner performs any construction or maintenance required under this Agreement, the work will be done expeditiously and in a good, lien free and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations. The work will be carried out in a manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

All materials and methods used to construct the Greenway Improvements shall be in keeping with Metro standards and specifications and shall be subject to the reasonable approval of Metro. Owner will notify Metro of the date the Greenway Improvements are initiated, and Metro will have the right to inspect the improvements to ensure compliance with Metro's standards.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 30 day of March, 2022.

METRO:
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

CRP/WP ALTA METRO CENTER OWNER,
L.L.C.

By:
Name:
Title:

By: 
Name: ANDREW STEFFENS
Title: VP

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the ____ day of _____, 2022, before me personally appeared _____, who acknowledged himself to be the _____ of **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

3. Insurance. During the life of this Agreement, Owner shall obtain and furnish to Metro an insurance certificate, evidencing a policy or policies of Commercial General Liability Insurance that is in effect providing coverage for injuries to persons as well as damage to property in an amount not less than One Million and 00/100 dollars (\$1,000,000.00) combined single limit, which shall name Metro as an additional insured.

4. Notices. All notices required or permitted to be given under this Agreement will be given personally, by overnight courier, or by certified mail, return receipt requested. Such notices will be deemed effectively received upon receipt, if personally delivered, one (1) day after the deposit with a reputable overnight courier, or three (3) days after the deposit with the United States mail, postage prepaid.

All notices given to Metro will be at the following address:

and to Owner at the following address:

CRP/WP ALTA METRO CENTER OWNER, L.L.C. 15 Music Square West
Nashville, TN 37203
Attn: Andrew Steffens

with a copy to:

Josh Lynch
Director
Wood Partners
636 W. Yale Street
Orlando, FL 32804

5. Run with the Land; Governing Law. This Agreement will be recorded in the real property records of Davidson County, Tennessee. The rights, easements and obligations established in this Agreement will run with the Greenway Improvement maintenance area. This Agreement is and will be binding upon Metro, its successors in title and upon Owner, and its successors and assigns and successors in title. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

6. List of Exhibits. The following exhibits are attached to and made a part of this Agreement:

Exhibit A: The Greenway
Exhibit B: Owner's Property
Exhibit C: The Plans

[Signatures begin on the following page]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Garrett Ramsey, a Notary Public of said county and state, Andrew Stebbins, the VP of CRP/VP Rth. Motor Center - owner, LLC, a _____ limited liability company, the within named owner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the company by himself as VP.

Witness my hand and seal, at office, this 30 day of March, 2022.



Notary Public

My Commission Expires: 7/2/24



EXHIBIT "A"
THE GREENWAY

EXHIBIT "B"

CRP/Alta |Metro Center| Owner , L.L.C.

EXHIBIT "C"

THE PLANS

SUBSTITUTE ORDINANCE NO. BL2022-1114

An ordinance amending Section 13.08.080 of the Metropolitan Code of Laws pertaining to the use of License Plate Scanner (LPR) technology to add a definition of "personally identifiable information."

WHEREAS, the current LPR law does not includes a definition of "personally identifiable information"; and

WHEREAS, there are many different definitions for the term and Metro's current LPR law would allow different departments to define the term differently; and

WHEREAS, there should be one standard definition for all Metro departments implementing LPRs.

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

Section 1. Subsection A of Section 13.08.080 is hereby amended by adding a these new defined terms to the end of the subsection as follows:

(4) "Personally identifiable information" or "PII" shall mean any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which any governmental department or agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This definition includes information that is maintained in either paper, electronic or other media.

(5) "Allowed PII" shall mean the image of a license plate, the time and location stamp of an image of a license plate, and the make, model, and color of the vehicle associated with an image of a license plate.

Section 2. Subsection G(4)(d) of Section 13.08.080 is hereby amended by deleting the subsection and replacing it with the following:

(d) LPR data retained by the Metropolitan Government shall not include any personally identifiable information, except for Allowed PII.

Section ~~23~~. This ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Bob Mendes
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1164

Mr. President –

I hereby move to amend Ordinance No. BL2022-1164, Section 1, by deleting proposed Metropolitan Code of Laws Section 9.30.010 and replacing it with the following:

9.30.010 - Construction sites-Restrictions.

It is unlawful for any person engaged in the construction, repair or demolition of buildings, structures, land, driveways, or appurtenances thereto, including the transportation of materials to and from a construction site, located within or adjoining any zoning district permitting residential uses, to emit, cause to be emitted, or permit the emission of any noise in excess of 70 Db(A) from construction equipment as measured from a point as close as possible to the outside walls of any residential structure located on the property affected by the noise at a height of four feet above the immediate surrounding surface between the hours of 7:00 p.m. and 7:00 a.m., except that during the months of June, July, and August, the foregoing noise restriction shall be between the hours of 8:00 p.m. and 6:00 a.m.

SPONSORED BY:

Colby Sledge
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1167

Mr. President –

I hereby move to amend Ordinance No. BL2022-1167 by adding the following recitals between the fourth and fifth recitals:

WHEREAS, Friends of the William Edmondson Homesite has been instrumental in the conversations leading to the lease agreement contained herein; and

WHEREAS, nothing in the aforementioned lease agreement shall preclude any separate verbal or written agreements among Nashville SC, the Metro Nashville Police Department, and the Friends of the William Edmondson Homesite; and

SPONSORED BY:

Colby Sledge
Member of Council

AMENDMENT NO. __
TO
ORDINANCE NO. BL2022-1105

Mr. President –

I move to amend Ordinance No. BL2022-1105 as follows:

I. By substituting the current SP plans associated with this bill for those contained in Exhibit A.

INTRODUCED BY:

Ginny Welsch
Member of Council

Preliminary SP 0 Tuggle Ave. Residential Development Being Parcel 368 on Tax Map 119-14 Nashville, Davidson County, Tennessee Case No. 2021SP-088-001

Erosion Control and Grading Notes

- Expose as small an area of soil as possible on the site for no more than 15 days. Keep dust within tolerable limits by sprinkling or other acceptable means.
- All cut/fill areas to have a minimum of 6" of topsoil cover. Areas dressed with topsoil shall receive 12 lbs. per 1000 sq. ft. of 10-10-10 fertilizer (unless otherwise specified in written specifications), 5 lbs. or more of Kentucky 31 fescue seed per 1000 sq. ft., and a straw mulch cover of 70%-80% coverage (approximately 125 lbs. per 1000 sq. ft.), unless otherwise noted within written specifications.
- Erosion control barrier is called out on plans and is to comply with the Metropolitan stormwater management manual.
- Disturbed areas are to be graded to drain as indicated in the plan to sediment barriers during and upon the completion of construction.
- The contractor shall be responsible for the verification and the location of any existing utilities. It shall be the responsibility of the contractor to avoid damage to all existing utilities during construction. If damage does occur to any such installation, full repair will be accomplished as per the current specification governing such work.
- Any access routes to the site shall be based with crushed stone, ASTM #1 stone, 100' long and at least 6" thick.
- The placing and spreading of any fill material is to be started at the lowest point and brought up in horizontal layers of 8" thickness (or as directed by the soils investigative report). Said fill material is to be free of sod, roots, frozen soils, or any other decomposable material. Said fill is to be compacted to a minimum of 95% standard proctor, or as otherwise specified by the soils report or written specifications.
- The contractor shall notify the Metro Davidson County department of Public Works construction compliance division, three days prior to beginning the work.
- The contractor shall locate and stake the layout of the site in the field for inspection by the engineer. The contractor shall check the grades and final dimensions on the ground, and report any discrepancies to the engineer immediately for a decision.
- Surplus excavation of topsoil shall be placed on the site as approved by the owner for the purpose of future landscape use.
- The contractor shall furnish and install all necessary temporary works for the protection of the public and employees, including warning signs and lights.
- The contractor shall be responsible for any damage done to the premises or adjacent premises or injuries to the public during the construction caused by himself, his sub-contractors, or the carelessness of any of his employees.
- All work is to be completed with compliance to the rules and regulations set forth by Metro Water Services. The contractor shall give all necessary notice, obtain all permits, and pay fees required for the completion of his portion of the work. He shall also comply with all city, county and state laws and ordinance or regulations relating to portions of work which he is to perform.
- All erosion control measures shall remain in place until site is stabilized & construction is complete.
- Contractor to provide an area for concrete wash down and equipment fueling in accordance with metro CP-10 and CP-13, respectively. Contractor to coordinate exact location with NPDES department during the pre-construction meeting. Grading permittee to include bmp's designed to control site wastes such as discarded building materials, chemicals, litter and sanitary wastes that may cause adverse impacts to water quality. The location of and/or notes referring to said bmp's shall be shown on the EPSC plan.
- The buffer along waterways will be an area where the surface is left in a natural state, and is not disturbed by construction activity. This is in accordance with the Stormwater Management Manual Volume 1 - Regulations.

Public Works Notes

- All work within the public right of way requires an excavation permit from the department of public works.
- Proof-rolling of all street subgrades is required in the presence of the public works inspector. Inspection of the binder course is required prior to final paving in the presence of the public works inspector. These requests are to be made 24 hours in advance.
- Stop signs are to be 30 inch by 30 inch.
- Street signs to have six inch white letters on a nine inch green aluminum blade, high intensity reflective.
- All pavement marking are to be thermoplastic.

Landscape Notes

- The landscape contractor shall coordinate all construction with the appropriate utility company and shall be responsible for and damage to utilities, the landscape contractor shall verify the exact location of all utilities and take precautions to prevent damage to the utilities.
- All planting and mulch beds shall be sprayed with round-up (contractor's option) prior to the installation of mulch.
- Plant materials and stumps indicated for removal shall be removed and disposed off-site by the contractor. Backfill holes with topsoil free of roots and rocks.
- The landscape contractor shall be responsible for the fine grading of all planting areas.
- All planting areas shall be fertilized with 12#/1000 s.f. of 10-10-10 fertilizer.
- All planting beds shall have a minimum of 3" depth of shredded hardwood bark mulch.
- The landscape contractor shall verify all material quantities. In the event of a discrepancy, the quantities shown on the plan will take precedence.
- The landscape contractor shall provide the owner with written instructions on the proper care of all specified plant materials prior to final payment.
- Existing trees to remain shall be protected from construction damage. Selectively prune dead wood.
- All disturbed areas shall be planted with turf as indicated on the materials schedule.
- All deciduous trees, existing and proposed shall be pruned to provide 4' minimum clear trunk unless otherwise noted.
- The landscape contractor shall provide a one year warranty on all plant materials and replace any dead or dying material within that time period.
- No plant materials should be substituted without authorization by Dale & Associates. Plant sizes shown are minimums required by the local municipality and materials shown have been selected specifically for this project.
- All wire baskets shall be completely removed and disposed of, burlap should be removed or punctured in at least 5 places. Remove all twine from burlapped materials.
- Guying is not allowed unless required by municipality or site conditions. The landscape contractor shall remove wires after a one year period.
- No canopy tree shall be located within 15' of an overhead utility. No tree shall be located within a public utility easement. Locating plant materials within a drainage easement is acceptable, but only if installed as not to disturb existing drainage flow. In such instances, the materials shall be located no closer than 5' from the centerline of drainage.
- Lighting plan to be coordinated with proposed planting plan. no light poles to be located in tree islands. See lighting plan for proposed light locations.

Water and Sewer Notes

- All water and sewer construction shall be in accordance with specifications and standard details of the Metro Water Services.
- The contractor is responsible for reimbursing the metro water services the cost of inspection.
- The contractor is to provide and maintain the construction identification sign for private development approved.
- All connections to existing manholes shall be by coring and resilient connector method.
- Reduced pressure backflow prevention devices (rpbp) or dual check valve will be required on all test and fill lines (jumper) needed for water main construction and must be approved by the metro water services.
- All water meters shall be a minimum of 24" not to exceed a maximum of 28" below finished grade.
- Pressure regulating devices will be required on the customer side of the meter when pressures exceed 100 psi.
- Pressure regulating devices will be required on the street side of the meter when pressures exceed 150 psi.
- After completion of the sanitary sewer, the developer is responsible for the televising of the lines prior to final acceptance. The videotaping must be coordinated with the Metro Water Services inspection section. All costs will be borne by the developer.

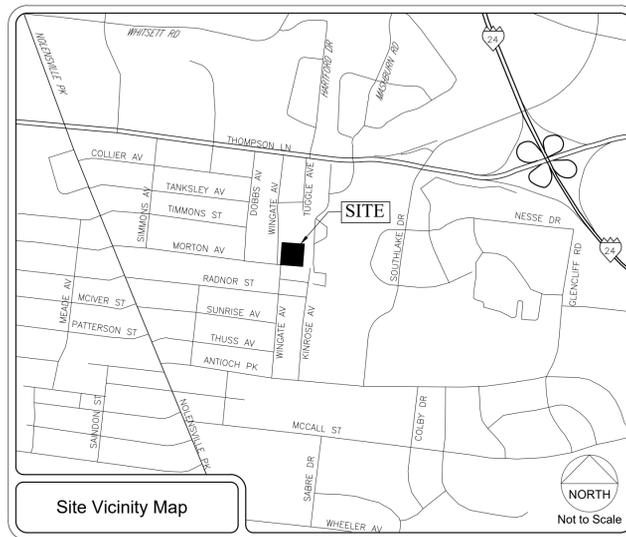
Standard SP Notes

- The purpose of this SP is to receive preliminary approval to permit the development of a 8 Unit Multifamily Development as shown.
- Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with Storm Water Management Ordinance No. 78-840 & Approved by the Metropolitan Department of Water Services.
- This property does not lie within a flood hazard area as identified by FEMA ON MAP 47037C0376H, Dated: April 5, 2017.
- All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
- Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
- The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
- Size driveway culverts per the design criteria set forth by the Metro Stormwater Manual (minimum driveway culvert in Metro right of way is 15" CMP).
- Metro Water Services shall be provided sufficient & unencumbered ingress & egress at all times in order to maintain, repair, replace & inspect any stormwater facilities within the property.
- Individual water and/or sanitary sewer service lines are required for each unit.
- Solid waste pickup to be provided by private hauler. Solid Waste Contract with Hauler to be provided to MPW prior to Building Permit Approval.
- Landscape and tree density factors per Metro Zoning Ordinance.
- Minor modifications to the Preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
- For any development standards, regulations and requirements not specifically shown on the SP plan and/or included as a condition of commission or council approval, the property shall be subject to the standards, regulations and requirements of the RM6 zoning district as of the date of the applicable request or application.
- The final Site Plan/building permit site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.

Architectural Notes

Building elevations for all street and open space-facing facades shall be provided with the final site plan. The following standards shall be met:

- Building facades fronting a street or open space shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing.
- Windows shall be vertically oriented at a ration of 1.5:1 or greater.
- Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.
- A raised foundation of 18"-36" is required for all residential structures.
- Porches shall provide a minimum of six feet of depth.
- EIFS, vinyl siding and untreated wood shall be prohibited.



SHEET SCHEDULE

- C0.0 Cover Sheet
- C1.0 Existing Conditions and SP Plan
- C2.0 Utility, Grading & Drainage and Landscape Plan

SPECIFIC PLAN DEVELOPMENT SUMMARY

USE	MULTIFAMILY UNITS (8 UNITS)
TOTAL SITE AREA: 1.64 AC	
PROPERTY ZONING RS7.5 (OV-AIR)	SURROUNDING ZONING R10, RS7.5
MINIMUM LOT SIZE	NOT APPLICABLE
NUMBER OF RESIDENTIAL UNITS/DENSITY	8 TOTAL UNITS (4.87 UNITS/ACRE)
FAR	0.50 MAXIMUM / 0.33 PROPOSED
ISR	0.70 MAXIMUM / 0.32 PROPOSED
STREET YARD SETBACK:	20' FRONT S/B ALONG MORTON AVENUE
SIDE YARD	20'
REAR YARD	20'
HEIGHT STANDARDS	2 STORIES MAX. IN 35 FEET (MEASURED TO HIGHEST POINT ON ROOF)
PARKING AND ACCESS	
RAMP LOCATION AND NUMBER	UNIT ACCESS VIA PROPOSED DRIVE OFF TUGGLE AVENUE
DISTANCE TO NEAREST EXISTING RAMP (MINIMUM 30')	+/- 250' TO THE WEST ALONG MORTON AVENUE
DISTANCE TO INTERSECTION	+/- 145' TO THE WEST ON TUGGLE AVENUE
REQUIRED PARKING	2 STALLS / UNIT @ 8 UNITS = 16 STALLS
PARKING PROVIDED	21 TOTAL STALLS (16 COVERED STALLS @ 90° + 5 SURFACE STALLS)

Property Information

0 Tuggle Avenue
(Map 119-14, Parcel 368)
Nashville, Tennessee 37211
1.64 Total Acres
Council District 16 (Ginny Welsch)

Owner of Record

Mitchell D. Whitson
2148 Smith Springs Road
Nashville, Tennessee 37217

Civil Engineer

Dale & Associates
516 Heather Place
Nashville, Tennessee 37204
Contact: Michael Garrigan, PE
Phone: 615.297.5166
Email: michael@daleandassociates.net

Surveyor

Agee Professional Land Surveying, LLC
1221 South Hartmann Drive, Suite F
Lebanon, Tennessee 37090
Contact: Beau Marshall Agee
Phone: 615.887.1371
Email: beauagee1@gmail.com

Floodnote

This property is not located within a Flood Hazard Area as depicted on the current Flood Insurance Rate Map (FIRM) Number 47037C0376H dated April 5, 2017.

Adjacent Hydrant Test

Forthcoming



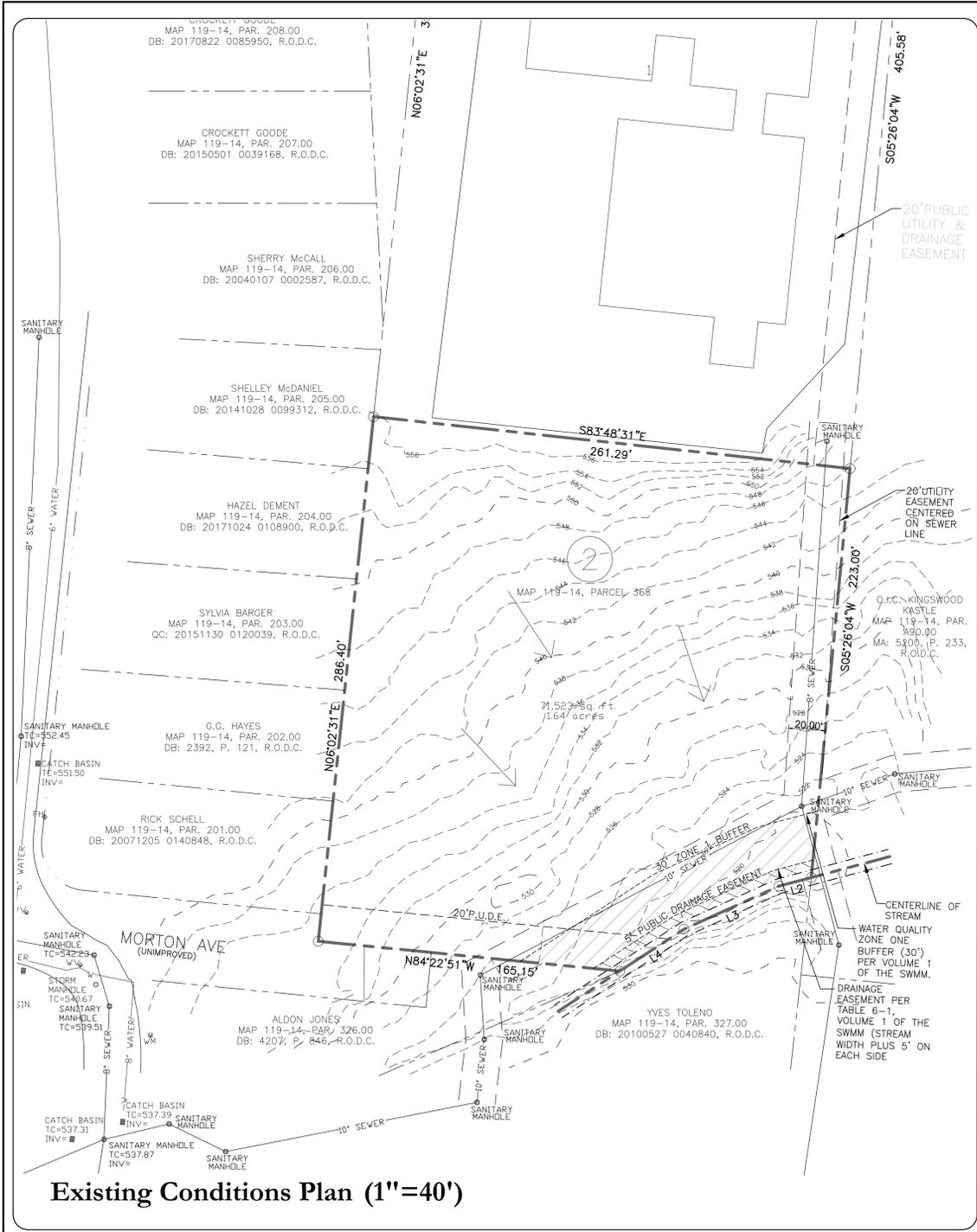
PERMITS:
Case No.
2021SP-088-001



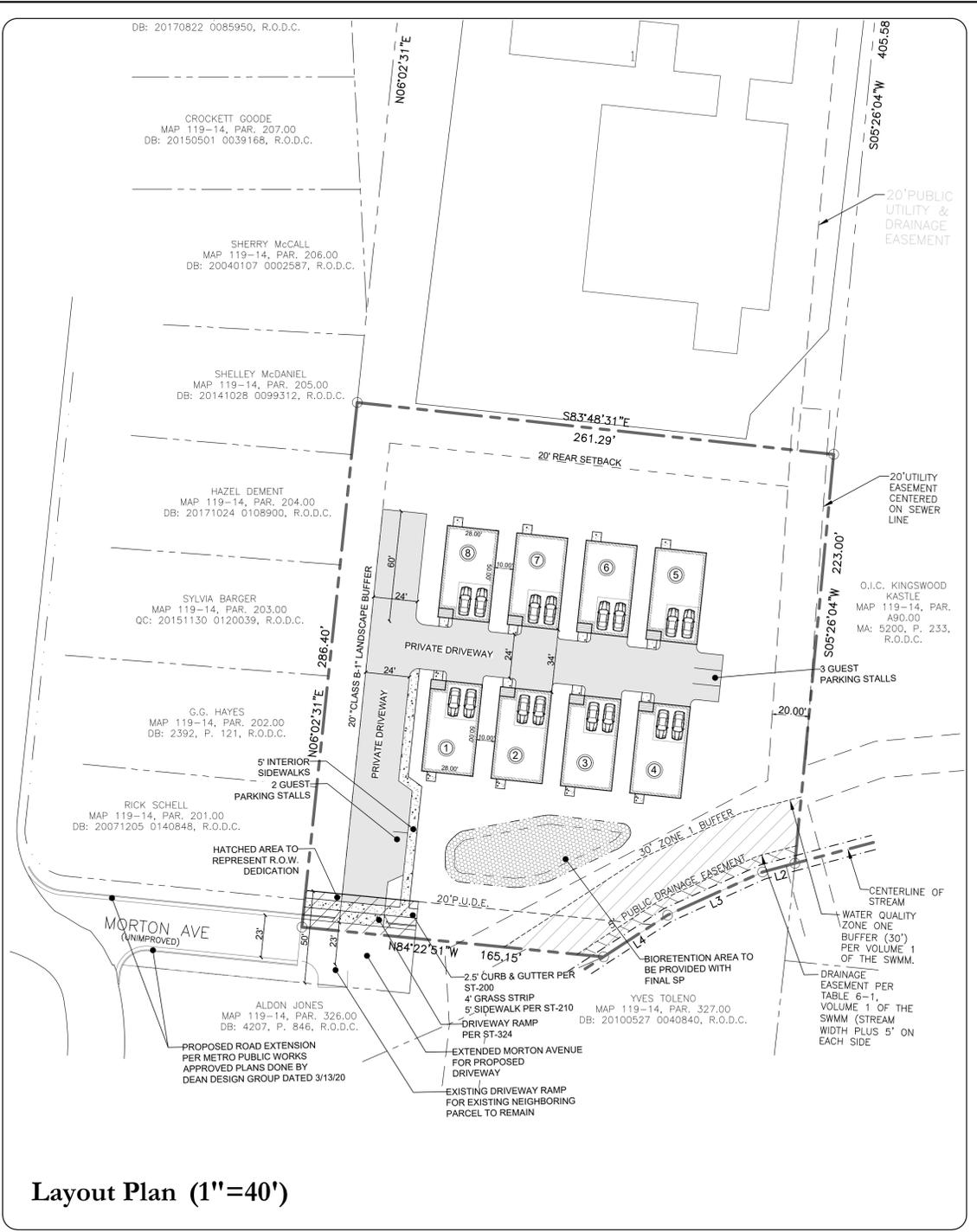
Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

D&A Project #21132
Case No. 2021SP-088-001

C0.0



Existing Conditions Plan (1"=40')



Layout Plan (1"=40')

Development Summary
Property Information
 0 Tuggle Avenue
 Nashville, Tennessee 37211
 1.64 Total Acres
 Council District 16: Ginny Welsh

Owner of Record
 Mitchell D. Whitson
 2148 Smith Springs Road
 Nashville, Tennessee 37217

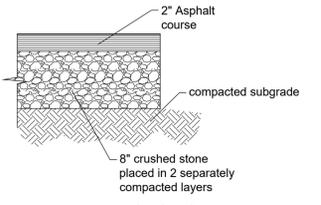
Civil Engineer
 Dale and Associates
 516 Heather Place
 Nashville, Tennessee 37204
 Contact: Michael Garrigan, PE
 Phone: 615.297.5166
 Email:
 michael@daleandassociates.net

Note:
 Solid Waste & Recycling to be Hauled Away Via Private Roll-Away Cans.

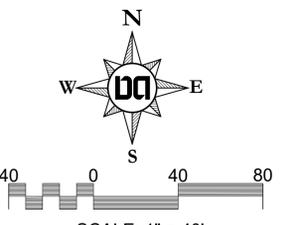
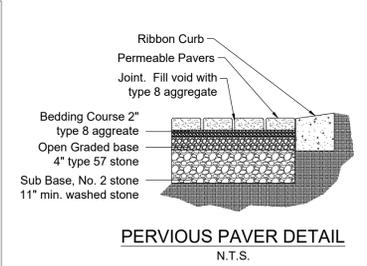
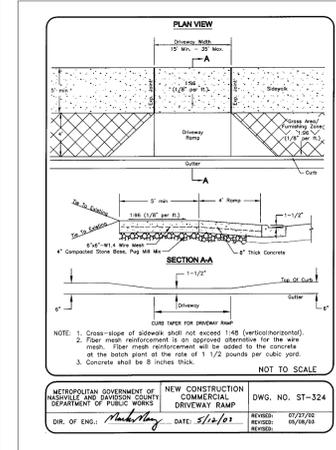
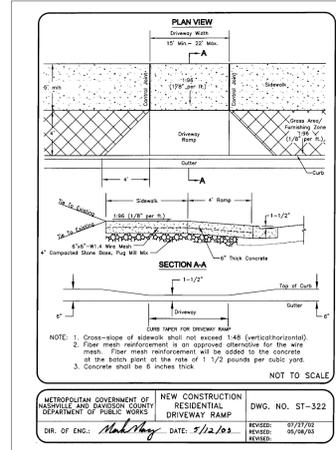
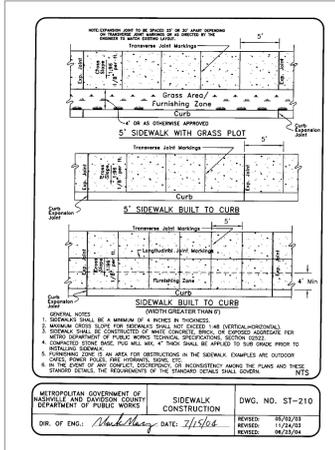
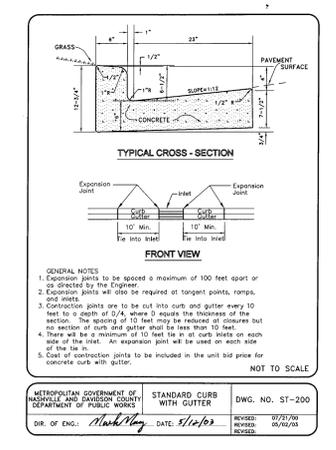
Note:
 Internal Private Driveway to be Maintained by the Homeowner's Association.

LEGEND

LINE	DISTANCE	BEARING
L1	61.11'	S85°41'32"E
L2	18.30'	S75°07'25"W
L3	56.82'	S65°40'46"W
L4	41.68'	S57°00'28"W



PAVEMENT SECTION
 TO BE APPROVED BY GEOTECH



SCALE: 1" = 40'
 SITE AREA = 1.64 ACRES
 = 71,523 SF

PERMITS:
 Case No.
 2021SP-088-001

Dale & Associates
 Civil Engineering
 Land Planning & Zoning
 Surveying

516 Heather Place
 Nashville, TN 37204
 (615) 297-5166

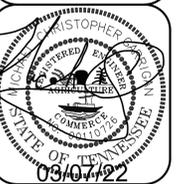
D&A Project #21132
 Case No. 2021SP-088-001

C1.0

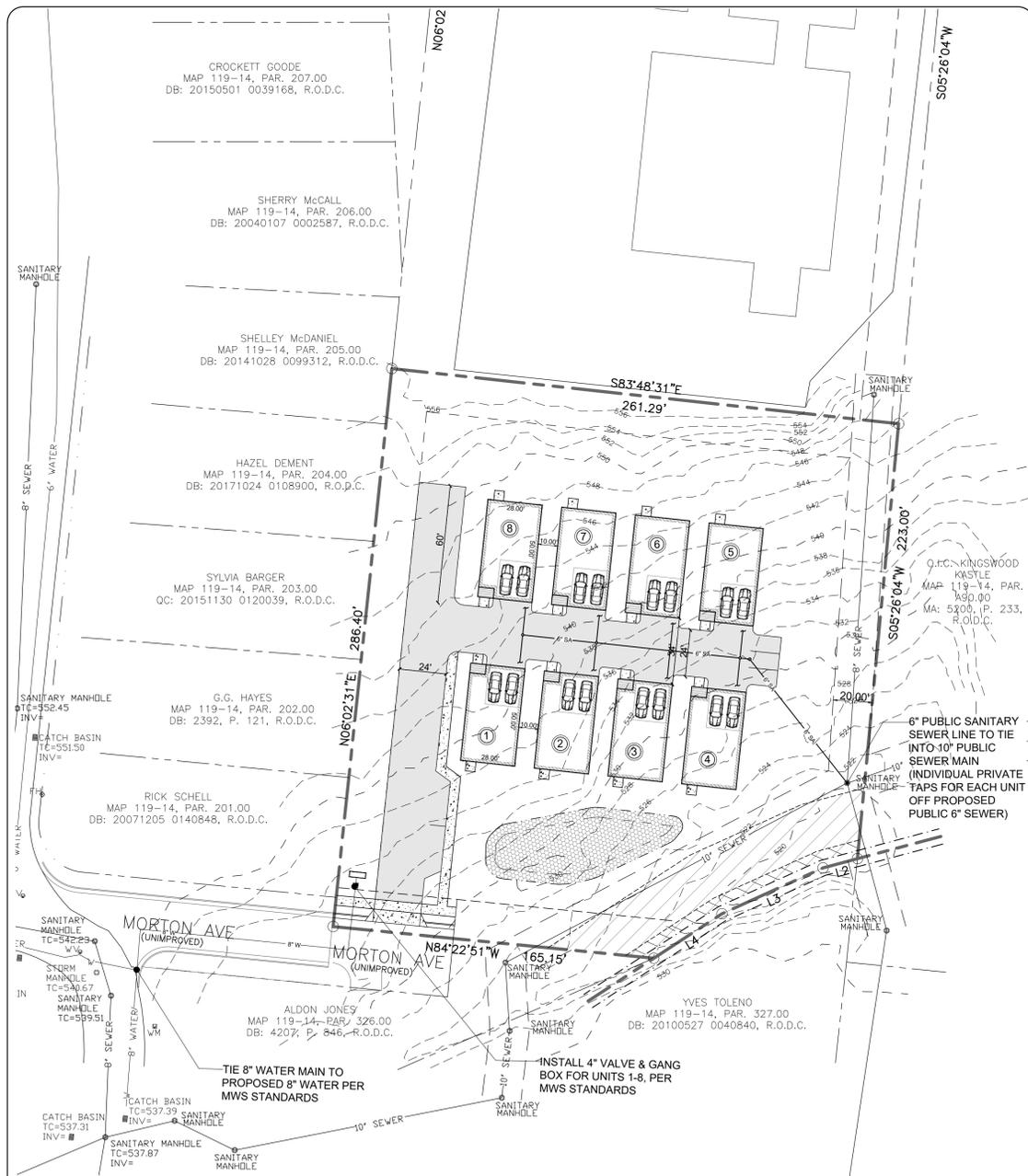
Drawing Date:
 October, 2021

Revisions

Preliminary SP
0 Tuggle Ave.
 Map 119-14-Parcel 368
 Nashville, Davidson County, Tennessee



Existing Conditions and Layout Plan



Utility and Grading & Drainage Plan (1"=40')

Utility Notes:
 1) WATER AND SEWER SERVICE TO BE PROVIDED BY METRO WATER SERVICES.
 2) WATER AND SEWER SERVICES ARE SCHEMATICALLY SHOWN. FINAL WATER AND SEWER SERVICE LOCATIONS WILL BE PROVIDED DURING FINAL SP PROCESS.

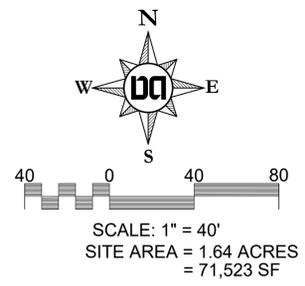
Stormwater Notes:
 1) THE SOIL TYPE FOR THIS SITE IS MAURY-URBAN LAND COMPLEX, WHICH FALLS WITHIN THE "B" HYDROLOGICAL SOIL GROUP. (2 - 7 PERCENT SLOPES)
 2) THE SOIL TYPE FOR THIS SITE IS STIVERSVILLE, URBAN LAND COMPLEX, WHICH FALLS WITHIN THE "A" HYDROLOGICAL SOIL GROUP. (3 - 25 PERCENT SLOPES)
 3) THIS SITE IS RESPONSIBLE FOR WATER QUALITY AND WATER QUANTITY.
 FINAL SP SHALL DEPICT COMPLIANCE WITH VOLUME 5 OF THE STORM WATER MANAGEMENT (LID MANUAL).
 4) STORM SEWER SYSTEM ON THIS PLAN IS SHOWN SCHEMATICALLY. FINAL DESIGN WILL BE PROVIDED DURING THE FINAL SP PROCESS AND WILL MEET THE REQUIREMENTS OF THE STORMWATER MANAGEMENT MANUAL.



Landscape Plan (1"=40')

TREE DENSITY NOTES
 METRO TREE DENSITY REQUIREMENTS WILL BE ADDRESSED IN FINAL CONSTRUCTION DOCUMENTS. AT THE PRELIMINARY PHASE OF THIS PROJECT, NO TREE INFORMATION IS AVAILABLE.
TREE DENSITY UNITS:
 1.64 AC-0.49 AC = 0.83 AC x 14 = 11.62 TDU's REQ'D
 24 PROPOSED 2" CALIPER TREES = 12 TDU PROV.
 *TDU EXCEEDED
 *NOTE: DOES NOT INCLUDE TREES TO BE PRESERVED

Note:
 Full Landscaping Plan Shall Be Provided with Final SP.



PERMITS:
 Case No.
 2021SP-088-001

Development Summary
Property Information
 0 Tuggle Avenue
 Nashville, Tennessee 37211
 1.64 Total Acres
 Council District 16: Ginny Welsh

Owner of Record
 Mitchell D. Whitson
 2148 Smith Springs Road
 Nashville, Tennessee 37217

Civil Engineer
 Dale and Associates
 516 Heather Place
 Nashville, Tennessee 37204
 Contact: Michael Garrigan, PE
 Phone: 615.297.5166
 Email:
 michael@daleandassociates.net

LEGEND		
LINE	DISTANCE	BEARING
L1	61.11'	S85°41'32"E
L2	18.30'	S75°07'25"W
L3	56.82'	S65°40'46"W
L4	41.68'	S57°00'28"W

Drawing Date:
 October, 2021
Revisions

Preliminary SP
0 Tuggle Ave.
 Map 119-14-Parcel 368
 Nashville, Davidson County, Tennessee



Utility and Grading & Drainage and Landscape Plan

Dale & Associates
 Civil Engineering
 Land Planning & Zoning
 Surveying
 516 Heather Place
 Nashville, TN 37204
 (615) 297-5166
 D&A Project #21132
 Case No. 2021SP-088-001
C2.0