

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 05/05/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): An ordinance approving an agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Parks and Recreation ("Parks"), and the Nashville Steam Preservation Society to donate and transfer a non-permanent structure that is currently located in Centennial Park.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

| | |
|--|--|
| FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources | Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____ Date to Finance Director's Office: _____ APPROVED BY FINANCE DIRECTOR'S OFFICE: _____ |
| Approved by OMB: _____ Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____ | |

| | |
|--|--------------------|
| ADMINISTRATION | |
| Council District Member Sponsors: _____ | |
| Council Committee Chair Sponsors: _____ | |
| Approved by Administration: _____ | Date: _____ |

| | |
|---|--|
| DEPARTMENT OF LAW | |
| Date to Dept. of Law: _____ | Approved by Department of Law: _____ |
| Settlement Resolution/Memorandum Approved by: _____ | |
| Date to Council: _____ | For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk |
| <input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File | |

Ordinance No. _____

An ordinance approving an agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Parks and Recreation (“Parks”), and the Nashville Steam Preservation Society to donate and transfer a non-permanent structure that is currently located in Centennial Park.

WHEREAS, the Metropolitan Government of Nashville and Davidson County, by and through the Department of Parks and Recreation (“Parks”), proposes to donate, assign, and transfer all right, title, and interest in the non-permanent structure that is currently located in Centennial Park; and,

WHEREAS, the Nashville Steam Preservation Society (“NSPS”) desires to preserve, maintain, and display the structure in connection with the historic locomotive that they are restoring pursuant to BL2016-332 and,

WHEREAS, Parks desires to transfer the non-permanent structure to NSPS pursuant to the agreement attached hereto and incorporated herein; and,

WHEREAS, approval of this agreement is in the best interest of the citizens of Nashville and Davidson County.

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

Section 1. That the Agreement between the Metropolitan Government of Nashville and Davidson County and the Nashville Steam and Preservation Society, attached hereto and incorporated herein, is hereby approved.

Section 2. That any amendment to the Agreement shall be approved by resolution of the Metropolitan Council receiving at least twenty-one (21) affirmative votes.

Section 3. This ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Signed by:

Monique H. Odom

Monique Horton Odom, Director
Department of Parks and Recreation

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

Signed by:

Jenneen Reed

Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Signed by:

Macy Amos

Assistant Metropolitan Attorney

**AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY, BY AND THROUGH THE DEPARTMENT OF PARKS
AND RECREATION
AND
THE NASHVILLE STEAM PRESERVATION SOCIETY
FOR THE DONATION OF A LOCOMOTIVE NON-PERMANENT STRUCTURE**

This agreement is entered into this the 7th day of January , 2026, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (“Metro”), acting by and through the Department of Parks and Recreation (“Parks”) and the Nashville Steam Preservation Society (“NSPS”) for the donation of a non-permanent structure that is currently located in Centennial Park.

1. Purpose. The purpose of this agreement is to donate and transfer ownership of a locomotive-related structure and all related pieces currently owned by Metro to NSPS, so that the structure may be preserved, maintained, and displayed in connection with the historic locomotive currently under restoration and lease by NSPS. Installation and display of this structure will be located at the future NSPS facility and home of locomotive 576, site and location TBD. The structure will be securely stored at NSPS’s current site in the interim period until the facility can be constructed and the structure placed on display.
2. Duration. Parks agrees to donate and NSPS agrees to accept the structure as described and identified in Section 3 of this Agreement. NSPS will endeavor to display the non-permanent structure at the future NSPS facility and home of locomotive 576.
3. Description of the Work. The property subject to this Agreement consists of a structure constructed onsite adjacent to the historic locomotive (the “Structure”). This structure was erected in 1962 to celebrate the corporate history and employees of the Nashville, Chattanooga, and St. Louis Railway. It was placed in Centennial Park adjacent to Locomotive #576.

The structure replicates the doorway to the former Nashville, Chattanooga, and St. Louis Railway office building once located at 930 Broadway, across from Union Station, and incorporates the historic terra cotta transom associated with that building.

The locomotive was removed from Centennial Park for restoration in January 2019. NSPS subsequently worked with Parks to enter into a lease agreement and to undertake the restoration of the locomotive, which is nearing completion and anticipates eventual public display and operation in Davidson County.

4. Donation and Transfer of Ownership. Metro hereby donates, assigns, and transfers to NSPS all right, title, and interest in and to the Structure, effective upon

approval by the Metropolitan Board of Parks and Recreation and the Metropolitan Council and execution of this Agreement.

5. Acceptance by NSPS. NSPS hereby accepts the Structure in its existing condition, "as is," and assumes full responsibility for the Structure and its transfer from Centennial Park to the future NSPS facility and home of locomotive 576.
6. Responsibilities of NSPS. Upon transfer of ownership, NSPS shall be solely responsible for:
 - a. Disassembly, transportation, relocation, and installation of the Structure;
 - b. All costs associated with ownership, maintenance, repair, preservation, storage, and insurance of the Structure.
 - c. Compliance with all applicable laws, regulations, and safety requirements related to the Structure.
7. Display Requirements. NSPS agrees that the Structure shall remain with and be displayed in connection with the historic locomotive at a future facility when the locomotive is placed on public display, any deviation requires the written consent of Metro Parks.
8. Release and Indemnification. NSPS agrees to release, defend, indemnify and hold harmless Metro, its officers, employees, and agents from any and all claims, damages, liabilities, or expenses arising out of or related to the ownership, transportation, installation, maintenance, storage, or display of the Structure following transfer.
9. No Financial Obligation. This donation does not obligate Metro to provide funding, maintenance, storage, insurance, or other financial support related to the Structure after transfer.
10. Notices. Notices to Metro regarding this Agreement shall be sent to:

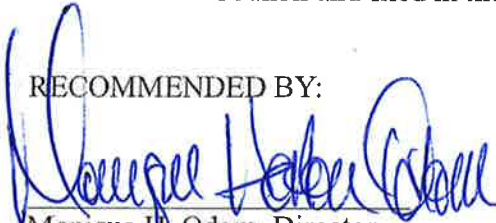
Monique H. Odom, Director
Department of Parks and Recreation
PO Box 196300
Nashville, Tennessee 37219

Notices to NSPS regarding this agreement shall be sent to:

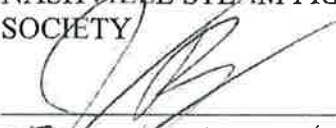
Nashville Steam
220 Willow St.
Nashville, TN 37210
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

- 12. Venue. Any action between the parties arising from this Agreement shall be maintained in the Circuit or Chancery Courts of Davidson County, Tennessee.
- 13. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 14. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the donation of the Structure and supersedes all prior discussions or understandings related thereto.
- 15. Authority. The individuals executing this Agreement certify that they are authorized to bind their respective parties.
- 16. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by the parties and has been approved by the Metropolitan Council and filed in the office of the Metropolitan Clerk.

RECOMMENDED BY:



 Monique H. Odom, Director
 Department of Parks and Recreation

NASHVILLE STEAM PRESERVATION SOCIETY


 Joseph Bryan, Vice President
 Nashville Steam

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:


 62377A2A8742469...
 Jenneen Reed, Director
 Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:


 122C5A9A0E944DA
 Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK

DATE: _____



930 BROADWAY.

