



Metro Council

G. Consent Resolutions and Resolutions

1. [RS2023-2044](#)

A resolution creating a Nashville Needs Impact Fund to help provide resources to nonprofit entities serving Nashville and Davidson County and designating certain amounts thereto.

Analysis

This resolution, as amended, establishes a Nashville Needs Impact Fund (“Fund”) as contemplated in Amendment F to Resolution No. RS2022-1827 which approved the term sheet that described the terms and conditions of the agreements related to a new enclosed multi-purpose stadium on the East Bank of the Cumberland River. The final agreements, referred to as “Definitive Documents” in the term sheet, related to the creation of the new stadium reference a “Dedicated Payment” that will be made by the Tennessee Titans to the Fund. The Stadium Lease Agreement, attached as Exhibit C to BL2023-1741 on first reading, includes a provision in section 10.5 expressly requiring an annual donation to the Authority of \$1,000,000 in the first year of the lease agreement which will increase by 3% in each subsequent lease year. The total payment over the course of the agreement will be \$47,575,416. The Intergovernmental Agreement, attached as Exhibit A to BL2023-1742 on first reading, includes a provision in section 3(j) wherein the Sports Authority assigns the annual donations to the Metropolitan Government for deposit into the Fund.

Pursuant to the resolution, the Fund would be used to provide resources to nonprofit entities serving Nashville and Davidson County in public education, public transit, affordable housing, and in supporting diversity, equity, and inclusion in sports, including gender equity. The Fund could also be used for the provision of resources to entities related to professional women’s sports infrastructure, promotion, marketing, and direct recruitment. In addition to the Tennessee Titans annual donation to the Fund and the Metropolitan Government would also consider appropriations of other revenues generated by the new stadium, including the incremental property taxes not utilized for campus infrastructure, net rents, and local option sales taxes, to the fund.

The Council would form a committee each year to receive and consider applications from nonprofit entities and to recommend appropriations from the Nashville Needs Impact Fund, which the Council may make consistent with the purpose of the fund. The committee would also be required to recommend reimbursement of the actual expenses related to the 1% additional hotel occupancy privilege tax enacted by the Metropolitan Council pursuant to

Ordinance No. BL2022-1529 for a nonprofit entity that provides hotel and motel rooms for unhoused individuals upon adequate documentation from the nonprofit entity.

Sponsors: Withers, Rhoten, Hurt, Toombs, Pulley, Allen, Welsch, Styles, VanReece, Suara and Gamble

3. [**RS2023-2101**](#)

A resolution setting the date and time for the 2023 State of the Metropolitan Government Address.

Analysis

This resolution sets the date and time of the State of Metro Address for April 27 at 10:00 a.m. at James Lawson High School, 8001 Highway 70 South, Nashville, Tennessee 37221. Section 1.08 of the Metro Charter requires the Mayor to personally address the Council not later than May 25 of each year on the state of the Metropolitan Government in a Metro facility. The address must be held at a specially called meeting of the Council that shall be open to the public, but no Council quorum is required.

Sponsors: Murphy and Rosenberg

4. [**RS2023-2102**](#)

A resolution accepting a Child and Family Intervention Services grant from the Tennessee Department of Children's Services to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to provide community-based case management and probation services to children at high risk of state custody.

Analysis

This resolution accepts a Child and Family Intervention Services grant from the Tennessee Department of Children's Services to the Davidson County Juvenile Court in an amount not to exceed \$434,333 with no cash match required. This grant will provide for funding six probation officers operating in various divisions of the court who will provide services to at-risk youth in order to maintain or reduce the number of youths committed to state custody. The term of the grant begins July 1, 2023 and ends June 30, 2024.

Sponsors: Rhoten, Welsch and Styles

5. [**RS2023-2103**](#)

A resolution approving an application for a Victims of Crime Act (VOCA) grant from the State of Tennessee, Office of Criminal Justice Programs, to the Metropolitan Government, acting by and through the Office of Family Safety, for funding to supplement staffing for both Family Safety Centers.

Analysis

This resolution approves an application for a Victims of Crime Act (VOCA) grant from the State of Tennessee, Office of Criminal Justice Programs to the Office of Family and Safety with a grant award of \$386,875.00 and no cash match required. If the grant is awarded, it would be used to fund five advocates at the Jean Crowe Advocacy Center and the Family Safety Center.

Sponsors: Rhoten, Syracuse, Welsch and Styles

6. [RS2023-2104](#)

A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of Arnold Marks against the Metropolitan Government for \$25,000.00, with said amount to be paid out of the Self-Insured Liability Fund.

Analysis

On July 8, 2022, a Nashville Fire Department (“NFD”) employee was driving an NFD vehicle southbound on Graycroft Avenue. The NFD employee was behind Arnold Marks. Mr. Marks came to a full stop behind the vehicle in front of him at a red traffic signal. The NFD employee did not notice that traffic had stopped and struck the rear of Mr. Marks’s vehicle.

Mr. Marks complained of pain in his neck, lower back, right arm, and leg and sought treatment at the emergency room. X-rays and CT scans were performed. He was diagnosed with muscle and tendon strains of the neck and lower back and a contusion of the left foot. He sought physical therapy for two months. Mr. Marks’s medical bills totaled \$17,719.73.

The Metropolitan Department of Law recommends settlement of Mr. Marks’s personal injury claim for \$25,000.

Fiscal Note: This \$25,000 settlement, along with the settlements per Resolution Nos. RS2023-2114, RS2023-2119 and RS2023-2120 would be the 26th, 27th, 28th and 29th payments from the Self-Insured Liability Fund in FY23 for a cumulative total of \$1,010,921. The fund balance would be \$18,891,688 after these payments.

Sponsors: Rhoten

7. [RS2023-2105](#)

A resolution approving Amendment Number 2 to a contract between the Metropolitan Government of Nashville and Davidson County and Center for Internet Security, Inc., to increase the value of the contract.

Analysis

This resolution approves the second amendment to a contract between the Metropolitan Government and the Center for Internet Security, Inc (“CIS”). The Metropolitan Government previously entered into a sole source contract with the CIS for the provision of cybersecurity services and operational support. Originally, the contract was for less than \$250,000. The parties desire to amend the contract to increase the value to over \$250,000. Sole source contracts with a total contract amount in excess of \$250,000 require approval of the Metropolitan Council by resolution, pursuant to Metropolitan Code of Laws Section 4.12.060.C.

The contract term is 60 months, which began on July 31, 2018 and will expire on July 30, 2023. According to the sole source justification form, CIS is national nonprofit with a strong partnership with the U.S. Department of Homeland Security (“DHS”). CIS is designated by DHS

as the key resource for cyber threat prevention, protection, response, and recovery for the nation's state, local, territorial, and tribal governments. The original contract was for firewall monitoring and network monitoring. The first amendment to the contract added two insurance clauses that had been unintentionally omitted from the initial contract.

The amendment under consideration increases the value of the contract by \$216,000, from \$224,000 to \$440,000. This additional funding is needed to purchase a security service solution called "CrowdStrike EDR" through CIS. No other changes will be made to the contract.

Fiscal Note: This amendment to the sole source contract with Center for Internet Security, Inc., increases the contract value by \$216,000. The revised contract value is \$440,000 to be paid from Fund #51137, Business Unit #14521071.

Sponsors: Rhoten

8. [**RS2023-2106**](#)

A resolution accepting a grant from the Tennessee State Library and Archives to the Metropolitan Government, acting by and through the Nashville Public Library, to provide access to and circulation of special materials formatted for individuals who are hearing impaired.

Analysis

This resolution accepts a grant from the Tennessee State Library and Archives to the Nashville Public Library in an amount not to exceed \$88,000 with no cash match required. This grant will be used to provide access to and circulation of special materials formatted for individuals who are hearing impaired, provide programming to the deaf and hard of hearing, and promote general support of library patrons who are aurally challenged. The term of the grant begins July 1, 2023 and ends June 30, 2024.

Sponsors: Rhoten, Hurt and Welsch

9. [**RS2023-2107**](#)

A resolution approving amendment one to a grant from the Tennessee State Library and Archives to the Metropolitan Government, acting by and through the Nashville Public Library, to provide access to and circulation of special materials formatted for individuals who are hearing impaired.

Analysis

This resolution approves amendment one to a grant from the Tennessee State Library and Archives to the Nashville Public Library, originally approved by RS2022-1571. This grant is used to provide access to and circulation of special materials formatted for individuals who are hearing impaired, provide programming to the deaf and hard of hearing, and promote general support of library patrons who are aurally challenged. The grant award is an amount not to exceed \$88,000 with no cash match required. The term of the grant contract is July 1, 2022 through June 30, 2023.

The amendment moves \$13,500 funding from the expense object line-item category of Supplies, Telephone, Postage and Shipping to the expense object line-item category of Professional Fee, Grant & Award. There are no other changes to the grant terms.

Sponsors: Rhoten, Hurt and Welsch

10. [RS2023-2108](#)

A resolution authorizing Avenue Construction, LLC to construct and install an aerial encroachment at 4040 Travis Drive and the corner of Welch Rd. (Proposal No.2022M-022EN-001).

Analysis

This resolution authorizes Avenue Construction, LLC to construct, install, and maintain an aerial encroachment at 4040 Travis Drive. The encroachment comprises a pergola/patio and projects into the public right-of-way as well as a building element that projects out of the building to provide shade for the windows below. The applicant must indemnify the Metropolitan Government from all claims in connection with the construction and maintenance of the encroachment. Prior to receiving a permit, the applicant must file a certificate of public liability insurance in the amount of \$2,000,000 with the Metropolitan Clerk and the Nashville Department of Transportation and Multimodal Infrastructure naming the Metropolitan Government as an insured party.

Sponsors: Johnston, Withers and Pulley

11. [RS2023-2109](#)

A resolution authorizing Inglewood Partners, LLC to construct and install an aerial encroachment at 2300 Riverside Drive (Proposal No.2022M-37EN-001).

Analysis

This resolution authorizes Inglewood Partners, LLC to construct, install, and maintain an aerial encroachment at 2300 Riverside Drive. The encroachment comprises a one canopy/awning encroaching the public right-of-way. The applicant must indemnify the Metropolitan Government from all claims in connection with the construction and maintenance of the encroachment. Prior to receiving a permit, the applicant must file a certificate of public liability insurance in the amount of \$3,000,000 with the Metropolitan Clerk and the Nashville Department of Transportation and Multimodal Infrastructure naming the Metropolitan Government as an insured party.

Sponsors: Withers and Pulley

12. [RS2023-2110](#)

A resolution accepting an in-kind grant from HoopBus in collaboration with Vanderbilt University to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to renovate and restore the Watkins Park Basketball Court to continue building community bonds in Nashville through basketball.

Analysis

This resolution accepts an in-kind grant from HoopBus in collaboration with Vanderbilt University to the Metropolitan Board of Parks and Recreation with an estimated value of \$60,000 and no cash match required. The in-kind grant is for the restoration and improvements to Watkins Park basketball court, including newly renovated asphalt, hoops, nets, and mural artwork by local artists and students. This was approved by the Board of Parks and Recreation at its March 7, 2023, meeting.

Sponsors: OConnell, Rhoten and Hurt

13. [RS2023-2111](#)

A resolution accepting an in-kind grant from the West Nashville Sports League to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, for new fencing, gates, scoreboards, and infield work on baseball fields, 1 and 2, and additional fencing and gates on baseball fields 3, 4, and 5 in Warner Park.

Analysis

This resolution accepts an in-kind grant from the West Nashville Sports League to the Metropolitan Board of Parks and Recreation with an estimated value of \$27,500 and no cash match required. The in-kind grant is for new fencing, gates, scoreboards, and infield work on baseball fields 1 and 2 and additional fencing and gates on baseball fields 3, 4, and 5 in Warner Park. This was approved by the Board of Parks and Recreation at its March 7, 2023, meeting.

Sponsors: Henderson, Rhoten and Hurt

14. [RS2023-2112](#)

A resolution approving an agreement between Middle Tennessee State University (“MTSU”) and the Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department (“MNPD”), to provide all qualifying employees with affordable access to degrees offered by the MTSU.

Analysis

This resolution approves an agreement between Middle Tennessee State University (“MTSU”) and the Metropolitan Nashville Police Department (“MNPD”) to provide all qualifying MNPD employees with affordable access to degrees offered by MTSU.

This program is open to all MNPD employees. Students must meet the MTSU requirements for admission to the university and the Eligibility Verification of Entitlements Act. The tuition for the first course of degree seeking undergraduate program will be \$200. Additional courses will have an 18% discount applied toward the undergraduate or graduate in-state tuition rate at the time of registration. The mandatory program service fee of \$79 per credit hour will not apply to the first course but will be applied to any additional credit hour. The rates above do not include other non-mandatory fees charges, any online course fees, meal plan charges, room and board, etc.

The term of this agreement is two years and may be extended upon mutual agreement of the

parties for up to three additional years. The agreement may be terminated by either party upon 30-days written notice, or the end of the academic year, whichever occurs first. Any students enrolled in the program at the time of termination would be eligible to receive educational services until they complete their courses of curricula or withdraw for enrollment.

Fiscal Note: There is no cost to Metro for the performance of this agreement.

Sponsors: Syracuse

15. [**RS2023-2113**](#)

A resolution approving an application for a Community-Based Traffic Safety Enforcement and Education grant from the Tennessee Highway Safety Office to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to continue the enhanced DUI enforcement initiative and target distracted driving and seatbelt enforcement.

Analysis

This resolution approves an application for a Community-Based Traffic Safety Enforcement and Education Grant with an award of \$597,999.76 from the Tennessee Highway Safety Office to the Metropolitan Nashville Police Department. No local cash match would be required for this grant. If approved, this grant would be used to continue the enhanced DUI enforcement initiative and targeting of distracted driving and seatbelt enforcement.

Sponsors: Rhoten and Syracuse

16. [**RS2023-2114**](#)

A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of Sheena Mullins against the Metropolitan Government of Nashville and Davidson County, in the amount of \$7,500.00, with said amount to be paid out of the Self-Insured Liability Fund.

Analysis

On September 9, 2019, Sheena Mullins was a passenger in a vehicle driven by Leroy Harris. The vehicle was traveling westbound on Central Pike. A Metropolitan Nashville Police Department (“MNPD”) officer was traveling in a patrol vehicle in the same lane of traffic directly behind Mr. Harris. Traffic came to an abrupt stop and the MNPD officer’s patrol vehicle collided with the rear of the vehicle in which Ms. Mullins was a passenger.

Ms. Mullins went to the emergency room with complaints of low back pain. She received a physical exam and x-rays and was diagnosed with a sprain of muscle, fascia, and tendon of the lower back. She again sought treatment after her back pain did not subside and was diagnosed with a dislocation of lumbar vertebrae, sprained ligaments, dislocation of thoracic spine, and muscle spasms. She received manual therapies and chiropractic adjustments. Her medical bills totaled \$4,574.60.

The Metropolitan Department of Law recommends settlement of Ms. Mullins’s personal injury claim for \$7,500.

Fiscal Note: This \$7,500 settlement, along with the settlements per Resolution Nos. RS2023-2104, RS2023-2119 and RS2023-2120 would be the 26th, 27th, 28th and 29th payments from the Self-Insured Liability Fund in FY23 for a cumulative total of \$1,010,921. The fund balance would be \$18,891,688 after these payments.

Sponsors: Rhoten

17. **RS2023-2115**

A resolution approving a subrecipient agreement by and between the Metropolitan Development and Housing Agency (MDHA) and the Metropolitan Government, acting by and through Metropolitan Social Services, for one-time payments of first month's rent and security/utility deposits on behalf of homeless persons obtaining housing through various campaigns.

Analysis

This resolution approves a subrecipient grant agreement in the amount of \$185,000 from the Metropolitan Development and Housing Agency (MDHA) to Metro Social Services for one-time payments of the first month's rent and security/utility deposits on behalf of persons experiencing homelessness. MDHA has allocated this funding from its federal community development block grant ("CDBG") funds.

This is a continuation of the current CDBG grant Metro Social Services has with MDHA. The total payment for each client is not to exceed \$1,000. The term of the grant is from April 1, 2023, through March 31, 2024.

Sponsors: Rhoten, Druffel, Welsch and Styles

18. **RS2023-2116**

A resolution approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and Centennial TN Partners, LLC, to provide stormwater infrastructure improvements through funding the design and construction of an improved stormwater system (MWS Project No. 2019050104 and Proposal No. 2023M-009AG-001).

Analysis

This resolution approves a participation agreement between the Metropolitan Department of Water and Sewerage Services ("MWS") and Centennial TN Partners, LLC.

The Council passed Ordinance No. BL2022-1214 on May 17, 2022, which authorizes MWS to enter into participation agreements with developers for infrastructure projects via resolutions. This is codified at Metropolitan Code of Laws Section 15.36.130.

Pursuant to the terms of this participation agreement, Centennial TN Partners, LLC has agreed to provide on-site stormwater control measures and to provide MWS the amount of \$237,128.67 to fund the design and construction of the current and new stormwater infrastructure, according to the terms of the Nations Area Stormwater Improvement Project

Participation Agreement - Broadstone Nations.

Fiscal Note: Metro would receive \$237,128.67 from Centennial TN Partners, LLC to fund the design and construction of the current and new stormwater systems according to the terms of the Nations Area Stormwater Improvement Project.

Sponsors: Rhoten, Withers and Pulley

19. [**RS2023-2117**](#)

A resolution accepting a donation from The Community Foundation of Middle Tennessee to The Metropolitan Government of Nashville and Davidson County, acting by and through the through the Department of Water and Sewerage Services, to fund The Residential Food Waste Pilot.

Analysis

This resolution accepts a donation from The Community Foundation of Middle Tennessee through Susannah Scott-Barnes Donor Advised Fund to the Department of Water and Sewerage Services in the amount of \$250,000 to fund The Residential Food Waste Pilot.

The Residential Food Waste Pilot will allow Metro to gather data over 12 months in 750 households in diverse communities around Nashville. The data collected will help develop a plan around different aspects of food scrap collection including education, logistics, and technology needs for a successful city-wide service.

Sponsors: Rhoten and Pulley

20. [**RS2023-2118**](#)

A resolution accepting a State Water Infrastructure Program Grant from the State of Tennessee, Department of Environment and Conservation, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, to modernize and upgrade the Dry Creek Water Reclamation Facility.

Analysis

This resolution accepts a State Water Infrastructure Program Grant from the State of Tennessee, Department of Environment and Conservation to the Department of Water and Sewerage Services in amount not to exceed \$63,418,244.83 with a required cash match of \$15,854,561.21 and an additional department Capital Budget allocation of \$85,223,193.96. This grant will provide for major upgrades at the Dry Creek Water Reclamation Facility including construction of a new headworks, new Biosolids Facility, other residual management improvements, odor control improvements and electrical improvements. The term of the grant begins on March 3, 2021 and ends on September 30, 2026.

Sponsors: Rhoten and Pulley

21. [**RS2023-2119**](#)

A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of Dennise Marshall against the Metropolitan Government of Nashville

and Davidson County in the amount of \$110,000.00, and that said amount be paid from the Self-Insured Liability Fund.

Analysis

On February 8, 2022, an employee of Metro Water Services (“MWS”) was driving a MWS truck southbound on Driftwood Street. Dennise Marshall was traveling eastbound on Hermitage Avenue. At the intersection of Hermitage Avenue and Driftwood Street, Ms. Marshall entered the left turn lane to turn left onto Driftwood Street. After stopping at the stop sign on Driftwood Street, the MWS employee attempted to turn onto Hermitage Avenue and struck the driver’s side of Ms. Marshall’s vehicle.

Ms. Marshall sought treatment at the emergency room, with complaints of chest, abdominal, back, neck, and extremity pain. Bloodwork, x-rays, and CT scan were ordered. She was diagnosed with a head injury, cervical strain, left wrist strain, lumbar strain, elevated blood pressure, and contusions of the abdomen, chest, and left knee. Ms. Marshall followed up with her primary care provider, complaining of pain in her back, legs, knee, and shoulder. She was treated for persistent neck pain, left trapezius pain, and difficulty turning her head. She received 33 physical therapy sessions. She incurred \$69,314.99 in medical bills and \$2,658.40 in lost wages. Metro has previously paid for the property damage to her vehicle.

The Metropolitan Department of Law recommends settlement of Ms. Marshall’s personal injury claim for \$110,000.

Fiscal Note: This \$110,000 settlement, along with the settlements per Resolution Nos. RS2023-2104, RS2023-2114, and RS2023-2120 would be the 26th, 27th, 28th and 29th payments from the Self-Insured Liability Fund in FY23 for a cumulative total of \$1,010,921. The fund balance would be \$18,891,688 after these payments.

Sponsors: Rhoten

22. [RS2023-2120](#)

A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of Travelers Insurance as subrogee of Mid-South Property Management against the Metropolitan Government of Nashville and Davidson County in the amount of \$21,654.88, with said amount to be paid out of the Self-Insured Liability Fund.

Analysis

On July 11, 2022, Mid-South Property Management called for water service to be turned on at 1005 Joseph Avenue. The Metro Water Services (“MWS”) employee did not verify that the water meter had stopped turning before leaving the property. A valve had been left partially open on the washing machine hookup and sprayed hot water into the kitchen from Friday until Monday morning, flooding several rooms.

MWS was unable to confirm that the MWS employee had left the water meter running after water services was initiated. However, damages reported by Mid-South Property Management support their claim of the meter being left running with a water valve partially open. The total

repair costs came to \$21,654.88. The insurance company paid \$20,654.88 and the claimant had a deductible of \$1,000.

The Metropolitan Department of Law recommends settlement of this property damage claim of Travelers Insurance as subrogee of Mid-South Property Management for \$21,654.88.

Fiscal Note: This \$21,654.88 settlement, along with the settlements per Resolution Nos. RS2023-2104, RS2023-2114, and RS2023-2119 would be the 26th, 27th, 28th and 29th payments from the Self-Insured Liability Fund in FY23 for a cumulative total of \$1,010,921. The fund balance would be \$18,891,688 after these payments.

Sponsors: Rhoten

I. Bills on Second Reading

50. [BL2023-1688](#)

An ordinance to amend Chapters 8.04 and 8.08 relative to the regulation of animals.

Analysis

This ordinance amends Chapters 8.04 and 8.08 of the Metropolitan Code of Laws relative to the regulation of animals.

Chapter 8.04 of the Metropolitan Code of Laws currently regulates dogs. The ordinance under consideration would expand the application of this section to all animals, but most of the regulations would apply only to dogs and cats. The ordinance would update the existing definitions of "At large", "Dog", and "Owner" and add new definitions for "Animal care and control division", "Cat", "Community cat", "Community cat caregiver", "Compendium/Rabies Compendium", "Livestock", "Person", "Pet", and "Quarantine". In addition, the ordinance under consideration provides clarification to existing provisions related to rabies vaccination requirements, confinement of animals suspected of having rabies, licenses for dogs and cats, and animals running at large. The Board of Health would be given the discretion to set the fees for pet licenses and impoundment and boarding of animals. In addition, the existing provisions regulating guard dogs would be moved from Metro Code of Laws Section 8.08.020 to 8.04.110. The existing provisions would largely be kept the same but would require the owner to keep records of any training completed by the guard dog.

The current Chapter 8.08 of the Metropolitan Code of Laws regulates vicious dogs. The ordinance under consideration adds definitions for terms used in the existing Metro Code for "Secure enclosure" and "Physical device or structure". The existing definition of "Vicious dog" would be amended to include a dog which seriously injures or kills a person or animal without provocation. The existing definition of "Guard dog" would be amended to remove unnecessary language.

The ordinance further updates Chapters 8.04 and 8.08 to reflect the current terms used by the Department of Health, referring to the Animal Care and Control Division and the Director of

Health (instead of Chief Medical Director), and provide clarification of and housekeeping edits to existing provisions.

Sponsors: Bradford, Hancock and Styles

52. [BL2023-1793](#)

An ordinance approving a Lease Agreement by and between the Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Board of Education and East End Prep (Proposal No. 2023M-003AG-001).

Analysis

This ordinance approves a lease agreement between the Metropolitan Board of Education and East End Prep for use of property at 1460 McGavock Pike as a charter school. The property includes approximately 91,970 square feet of the building.

The term of the lease begins July 1, 2022 and ends June 30, 2031. Upon termination of the lease, the property will revert to MNPS. For the first year, the lease payment will be \$39,853.37 per month, which represents a rate of \$5.20 per square foot. The lease includes the cost of grounds maintenance, preventative maintenance, and refuse removal provided by MNPS's contracted providers, as well as major building systems components and capital repairs. The lease payment will increase from \$5.20 per square foot in Year 1 to \$5.41 per square foot in Year 2, and then increase by 4% each year throughout the term of the lease. The monthly rental payments for Year 2 through Year 9 will be as follows:

- Year 2 -- \$41,447.81 per month
- Year 3 -- \$43,105.73 per month
- Year 4 -- \$44,829.95 per month
- Year 5 -- \$46,623.15 per month
- Year 6 -- \$48,488.08 per month
- Year 7 -- \$50,427.60 per month
- Year 8 -- \$52,444.71 per month
- Year 9 -- \$54,542.49 per month

MNPS is responsible for the major building system components and their capital repairs. This includes the building's roof, foundation, structural members of exterior walls, HVAC system components, and more. MNPS is also responsible for the refuse collection and ground maintenance, the cost of which is included in the lease payment. East End Prep is responsible for custodial services, utilities, routine maintenance of the premises, ADA compliance, and building, fire, and zoning codes and regulations. East End Prep must maintain commercial general liability insurance of not less than \$1,000,000 per occurrence.

Fiscal Note: The basic lease per square foot price is \$5.20/square foot or \$39,853.37 per month for the approximate square footage of 91,970 during Year 1. The basic lease per square foot includes the cost of grounds maintenance preventive maintenance, refuse removal, major building systems components and capital repairs. The lease rate will increase by 4% each year beginning in Year 2 and throughout the term of the lease.

Sponsors: Benedict, Rhoten, Suara and Withers

53. [BL2023-1794](#)

An ordinance approving a contract between the Metropolitan Government of Nashville and Davidson County and Xylem Vue, Inc. to provide updates and maintenance of Water Network Optimization distribution system and treatment plant optimization platform.

Analysis

This ordinance approves a contract between the Metropolitan Government and Xylem Vue, Inc. to provide updates and maintenance of Water Network Optimization distribution system and treatment plant optimization platform.

Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing according to standards adopted by the Procurement Standards Board that there is only one source for the supply or services required.

According to the sole source justification form attached to the agreement, Xylem Vue is the creator of the Water Network Optimization system and treatment plant optimization platform for Metro Water Services. The platform is proprietary and significant capital investment would be necessary to switch to another provider or developer, as no other vendor could use the existing platform.

The term of this contract is 60 months, with an option to extend the contract for an additional 60 months. The term of the contract begins upon approval by all required parties and filing with the Metropolitan Clerk's Office. The estimated contract value is \$15,000,000. Future amendments to this ordinance may be made by resolution.

Fiscal Note: The estimated value of the 10-year life of this contract is \$15,000,000, to be paid from Fund 47335, Business Unit 65490106.

Sponsors: Rhoten and Pulley

54. [BL2023-1795](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to acquire property through negotiation, condemnation, or fee simple take, for property located at Country Way Road (unnumbered), for the Clean Water Nashville Town Village Sewer Pump Station Upgrade Project (Project No. 22-SC-0132 and Proposal No. 2022M-148ES-001).

Analysis

This ordinance authorizes the Director of Public Property Administration to acquire property through negotiation, condemnation, or by fee simple, for property located at Country Way Road (unnumbered). This property will be used for the Clean Water Nashville Town Village Sewer Pump Station Upgrade Project.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Sponsors: Lee, Rhoten, Withers and Pulley

55. [BL2023-1796](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to acquire a portion of two properties through negotiations, condemnation or fee simple take, for properties located at 1213 and 1217 Northgate Business Parkway, for the construction of the Dry Creek WRF Flood Mitigation System (MWS Project No. 21-SC-0226 and Proposal No. 2022M-120ES-001).

Analysis

This ordinance authorizes the Director of Public Property Administration through negotiation, condemnation, or by fee simple two properties located at 1213 and 1217 Northgate Business Parkway. This property will be used for the construction of the Dry Creek WRF Flood Mitigation System.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Sponsors: Hancock, Young, Rhoten, Withers and Pulley

56. [BL2023-1797](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water and sanitary sewer mains, sanitary sewer manhole and easements, and to accept new water and sanitary sewer mains, fire hydrant assembly, sanitary sewer manholes and easements, for property located at 1310 Hillside Avenue, also known as Reservoir Zone 3 (MWS Project Nos. 22-WL-25 and 22-SL-92 and Proposal No. 2023M-027ES-001).

Analysis

This ordinance abandons approximately 100 linear feet of existing six-inch water main (Cast Iron), approximately 63 linear feet of existing eight-inch sanitary sewer main, one sanitary sewer manhole and easements, and accepts approximately 678 linear feet of new eight-inch-water main (DIP), approximately 152 linear feet of new eight sanitary sewer main (PVC), one fire hydrant assembly, two sanitary sewer manholes and easements for property located at 1310 Hillside Avenue, also known as Reservoir Zone 3.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Sponsors: Sledge, Withers and Pulley

57. [BL2023-1798](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public fire hydrant assembly, for two properties located at 701 and 711 South 7th Street, also known as Martha O'Bryan Center (MWS Project No. 22-WL-43 and Proposal No. 2023M-030ES-001).

Analysis

This ordinance accepts one new public fire hydrant assembly for two properties located at 701 and 711 South 7th Street, also known as Martha O'Bryan Center.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Sponsors: Withers and Pulley

58. [BL2023-1799](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new public water main, for two properties located at 409 and 411 McAdoo Avenue (MWS Project Nos. 23-WL-07 and Proposal No. 2023M-031ES-001).

Analysis

This ordinance accepts approximately 61 linear feet of new six-inch water main (DIP) for two properties located at 409 and 411 McAdoo Avenue.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Sponsors: Murphy, Withers and Pulley

59. [BL2023-1800](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept the relocation of fire hydrant assemblies, for property located at 30 Peabody Street, also known as Peabody Union Water, (MWS Project No. 21-WL-94 and Proposal No. 2023M-025ES-001).

Analysis

This ordinance accepts the relocation of fire hydrant assemblies for property located at 30 Peabody Street, also known as Peabody Union Water.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Sponsors: Withers and Pulley

60. [BL2023-1801](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer mains and easements, and to accept new sanitary sewer mains, sanitary sewer manholes and easements, for two properties located at 30 and 90 Peabody Street, also known as Peabody Union Sewer (MWS Project No. 21-SL-221 and Proposal No. 2023M-034ES-001).

Analysis

This ordinance abandons approximately 856 linear feet of existing eight-inch sanitary sewer mains and easements, and accepts approximately 116 linear feet of new eight-inch sanitary sewer main (PVC), approximately 478 linear feet of new 12-inch sanitary sewer main, approximately 262 linear feet of new 15-inch sanitary sewer main (DIP), two sanitary sewer manholes and easements for two properties located at 30 and 90 Peabody Street, also known as Peabody Union Sewer.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Sponsors: Withers and Pulley

61. [BL2023-1802](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer mains, sanitary sewer manholes and easements, for property located at 616 North Dupont Avenue, also known as Birchstone Village (MWS Project No. 22-SL-63 and Proposal No. 2023M-036ES-001).

Analysis

This ordinance accepts approximately 868 linear feet of new eight-inch sanitary sewer main (PVC), approximately 217 linear feet of new eight-inch sanitary sewer main (DIP), six sanitary sewer manholes and easements for property located at 616 North Dupont Avenue, also known as Birchstone Village.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Water Services.

Sponsors: Hancock, Withers and Pulley

62. [BL2023-1803](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water mains and fire hydrant assembly, and to accept new public water main, for two properties located at 2600 Jess Neely Drive and 2555 West End Avenue, also known as Vanderbilt University Basketball Facility (MWS Project No. 22-WL-108 and Proposal No. 2023M-035ES-001).

Analysis

This ordinance abandons approximately 262 linear feet of existing six-inch water main (DIP), approximately 326 linear feet of existing 16-inch water main (DIP), and one fire hydrant assembly, and accepts approximately 296 linear feet of new 16-inch water main (DIP) for two properties located at 2600 Jess Neely Drive and 2555 West End Avenue, also known as Vanderbilt University Basketball Facility.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Sponsors: Cash, Withers and Pulley

63. [BL2023-1804](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements, for property located at Central Pike (unnumbered), also known as Tulip Grove and Central Pike Phase 2 (MWS Project Nos. 22-WL-92 and 22-SL-189 and Proposal No. 2023M-029ES-001).

Analysis

This ordinance accepts approximately 927 linear feet of new eight-inch water main (DIP), approximately 1,102 linear feet of new eight-inch sanitary sewer mains (PVC), two fire hydrant assemblies, 10 sanitary sewer manholes and easements for property located at Central Pike (unnumbered), also known as Tulip Grove and Central Pike Phase 2.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Water Services.

Sponsors: Evans, Withers and Pulley

64. [BL2023-1805](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to

abandon existing water mains, fire hydrant assemblies and easements, and to accept new public water mains, fire hydrant assemblies, replacement of fire hydrant assemblies and easements, at six properties located on Knight Drive, Tisdall Drive, Green Lane, and Brick Church Lane, off-site of the project location at 420 Green Lane and Tisdall Drive (unnumbered), also known as Ridgecrest at Vista Phase 2 (MWS Project No. 22-WL-84 and Proposal No. 2022M-192ES-002).

Analysis

This ordinance abandons approximately 2,630 linear feet of existing 2.25-inch water main, approximately 1,366 linear feet of existing four-inch water main, approximately 1,385 linear feet of existing eight inch water main, three fire hydrant assemblies and easements and accepts approximately 48 linear feet of new four-inch water main (DIP), approximately 3,728 linear feet of new eight-inch water main (DIP), approximately 6,133 linear feet of new 12-inch water main (DIP), 14 fire hydrant assemblies, replacement of three fire hydrant assemblies and easements at six properties located on Knight Drive, Tisdall Drive, Green Lane, and Brick Church Lane, off-site of the project location at 420 Green Lane and Tisdall Drive (unnumbered), also known as Ridgecrest at Vista Phase 2.

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and Donated easements have no market value according to the Department of Water Services.

Sponsors: Gamble, Withers and Pulley

65. [BL2023-1806](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public combination sewer main, combination sewer manhole and easement, and to accept the replacement of a combination sewer manhole with new public stormwater inlet, for three properties located at 125 and 129 11th Avenue and Church Street (unnumbered) (MWS Project No. 22-SL-284 and Proposal No. 2023M-033ES-001).

Analysis

This ordinance abandons approximately 185 linear feet of existing 36-inch combination sewer main (brick), one combination sewer manhole and easement, and accepts the replacement of one combination manhole with one stormwater inlet, for three properties located at 125 and 129 11th Avenue and Church Street (unnumbered).

Future amendments to this legislation may be approved by resolution. This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Sponsors: Withers and Pulley

J. Bills on Third Reading**66. [BL2022-1471](#)**

An ordinance to amend Sections 16.24.030 and 17.04.060 of the Metropolitan Code of Laws to amend the definitions of “dwelling unit” and “family”. (Proposal No. 2022Z-017TX-001).

Analysis

This ordinance, as substituted and amended, amends the definition of “Family” in Titles 16 and 17 of the Metropolitan Code to change the allowance of unrelated persons living together from three to four persons and provide that this group can include a combination of related and unrelated persons.

Additionally, this ordinance amends the portion of the “Family” definition in Title 17 related to group homes for persons with disabilities to update terminology to modern standards and to align with state law more closely. The ordinance also adds a definition of “dwelling unit” to clarify that it is a single unit for use by one family.

This has been approved with a substitute by the Planning Commission.

Sponsors: Parker and Welsch

68. [BL2022-1631](#)

An Ordinance to amend Title 2 of the Metropolitan Code of Laws to create the Nashville Music, Film, & Entertainment Commission.

Analysis

This ordinance, as substituted, establishes the Nashville Music, Film, & Entertainment Commission (“Commission”). The Commission would promote the entertainment industry in Nashville and Davidson County, as well as market Nashville and Davidson County for regional, national, and international opportunities and promote job creation, economic development, and general and racial equity in the entertainment industry.

The Commission would be composed of fifteen members. Four members would be appointed by the mayor, three members would be elected by the Council, four members would be selected from nominations submitted from the entertainment industry at large, one member would be selected by the Council from nominations from each of the following: the International Alliance of Theatrical Stage Employees, the Screen Actors Guild - American Federation of Television and Radio Artists, the American Federation of Musicians, and the Recording Academy Nashville Chapter. The executive director of the Metropolitan Arts Commission, the director of visual and performing arts for the Metropolitan Nashville Public Schools, a representative of the Nashville Education, Community, and Arts Television Corporation, and a representative of the Nashville Convention and Visitors Corporation would serve as ex officio members. Members of the commission would serve without compensation and serve staggered five-year terms.

The Commission would have three councils: the Music City Music Council, the Film and Television Advisory Council, and the Diversity and Equity Council. These councils would meet on an as needed basis, at the discretion of the chair of the Commission.

The work of the commission would be managed by an executive director appointed by the Commission who would also manage the Nashville Office of Music, Film and Entertainment. Staff may be provided by the Metropolitan Government upon recommendation of the Commission. The director and staff would be responsible for assisting the entertainment industry with necessary permitting, building relationships for community engagement, assisting with location scouting, establishing relationships with Metro departments and non-governmental partners, and any additional actions necessary to carry out this ordinance.

Fiscal Note: The pay for a Director of Music, Film & Entertainment would depend on the duties and functions of the position, whether it is Civil Service or not in accordance with the Metro Charter and other applicable provisions, as well as where and how the position is housed. If housed and employed by the Mayor's Office as a non-Civil Service position, the pay for this position could be in the range of \$100,000 plus benefits dependent of functions and duties. There was a \$100,000 appropriation in the FY23 operating budget for a "Director of Music, Film & Entertainment" (1.0 FTE) to "support our creative class and protect Music City's future." The potential for other staff is speculative at this point, but for purposes of consideration, the salary range for administrative staff classed at ASO02 is \$43,647 to \$56,740 plus approximately \$22,624 - \$25,242 for benefits. The salary range for administrative staff classed at ASO03 is \$52,575 to \$68,344 plus approximately \$24,410 - \$27,562 for benefits.

Sponsors: Styles, Welsch, Toombs, Sepulveda, Henderson, Evans, Suara, Gamble, Murphy, Porterfield, Allen and Syracuse

73. [BL2023-1742](#)

An ordinance requiring the Metro Division of Housing to establish a public dashboard on how the city is addressing the issue of housing affordability in Nashville and Davidson County.

Analysis

This ordinance, as amended, directs the Metropolitan Planning Department, through its Housing Division, to create a dashboard to track funding, development, and preservation of subsidized homeownership and rental housing. This would include when units were funded, location (council district), sources of funding, income levels, completion status, and when affordability restrictions expire. This information would not include information about the location of projects that provide housing for victims of domestic violence. The Housing Division will also track the number of subsidized owner-occupied units preserved through home rehabilitation and improvement programs annually.

For the purposes of the ordinance, "subsidized units" are (1) income-restricted units funded or incentivized through a Metro resource, including grants, loans, property awards, and tax incentives and abatements, including those administered by agencies, boards, and

commissions (such as the Industrial Development Board and the Health and Educational Facilities Board) or another entity on behalf of Metro (such as MDHA) and (2) income-restricted units funded by state or federal funds or resources awarded to Metro Nashville through direct allocation or competitive award and/or administered on behalf of Metro Nashville.

By July 1, 2023, the Housing Division is required to publish the total number of units funded by the Barnes Housing Trust Fund since its inception as well as the total number of other subsidized units funded for development and/or rehab annually since 2018. In addition, by this same date, the Housing Division is required to establish a reporting method and schedule for collecting data and will work with organizations administering subsidized programs to complete the inventory by June 30, 2024.

The dashboard must be available and accessible to the public by January 1, 2024. This dashboard should also provide a baseline of Davidson County's housing needs for households with incomes at or below 80% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development and may include additional metrics as identified by the Housing Division as best practices. The dashboard will be updated quarterly.

Finally, this ordinance repeals Resolution No. RS2018-1242, which requested the Mayor's Office of Housing to provide periodic reports on affordable housing to the Council's Ad Hoc Affordable Housing Committee.

Sponsors: Allen, Evans, Suara, Porterfield, Hausser, Mendes, Parker, Sepulveda, Sledge, Taylor, Toombs and Welsch

95. [BL2023-1783](#)

An ordinance to correct the staggering of the Metropolitan Human Relations Commission, as codified in Chapter 2.132 of the Metropolitan Code of Laws.

Analysis

This ordinance seeks to correct the staggering of members of the Metropolitan Human Relations Commission. Chapter 2.132 of the Metropolitan Code of Laws created the Metropolitan Human Relations Commission ("MHRC"). The MHRC is made up of 17 members with staggered terms of three years.

In 1999, due to a mistake on appointment letters, six members were appointed to two-year terms instead of three-year terms and this pattern was maintained for over two decades. Currently, 11 members have terms that are set to expire on April 18, 2025. In order to correct this staggering, this ordinance states that, when reappointing the 11 seats of the MHRC that are set to expire on April 18, 2025, five seats will serve until April 18, 2028 and six seats will serve until April 18, 2029. Thereafter, all members will serve terms of three years.

Sponsors: Sepulveda and Porterfield

96. [BL2023-1784](#)

An ordinance approving a participation agreement and temporary construction easement

between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and 1000 2nd Ave N, LP for improvements within a portion of the greenway. (Proposal No. 2023M-005AG-001).

Analysis

This ordinance approves a participation agreement and a temporary construction easement between the Metropolitan Board of Parks and Recreation and 1000 2nd Ave N, LP, for improvements within a portion of a property in the Metro greenway system. 1000 2nd Ave N, LP, proposes to construct improvements within a portion of the greenway located at 914 2nd Avenue North at no cost to the Metropolitan Government. 1000 2nd Ave N, LP, further proposes to be responsible for ongoing care and maintenance of such improvements.

This proposal was approved at the December 6, 2022 meeting of the Metropolitan Board of Parks and Recreation, subject to Metro Parks' design approval and permanent maintenance of the owners.

Sponsors: OConnell, Rhoten, Withers, Hurt, Pulley and Allen

97. [BL2023-1785](#)

An ordinance authorizing C.B. Ragland Company to install, construct and maintain aerial and underground encroachments in the right of way located 118 12th Ave South. (Proposal No. 2022M-020EN-001)

Analysis

This ordinance authorizes C.B. Ragland Company to install, construct, and maintain aerial and underground encroachments in the right-of-way located at 118 12th Avenue South. The encroachments include a canopy and irrigation lines, encroaching the public right-of-way. The applicant must indemnify the Metropolitan Government from all claims in connection with the construction and maintenance of the encroachments. Prior to receiving a permit, the applicant must file a certificate of public liability insurance in the amount of \$2,000,000 with the Metropolitan Clerk and the Nashville Department of Transportation and Multimodal Infrastructure naming the Metropolitan Government as an insured party.

Sponsors: OConnell, Withers and Pulley

98. [BL2023-1786](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements, for property located at 2239 Edge O Lake Drive, also known as Canyon Ridge Phase 5, (MWS Project Nos. 20-WL-157 and 20-SL-309 and Proposal No. 2023M-014ES-001).

Analysis

This ordinance accepts approximately 1,423 linear feet of new eight-inch water main (DIP), approximately 960 linear feet of new eight-inch sanitary sewer main (PVC), approximately 278 linear feet of new eight-inch sanitary sewer main (DIP), four fire hydrant assemblies, 15

sanitary sewer manholes and easements for property located at 2239 Edge O Lake Drive, also known as Canyon Ridge Phase 5.

Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Water Services.

Sponsors: Vercher, Withers and Pulley

99. [BL2023-1787](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements, for two properties located at 4927 Buena Vista Pike and Buena Vista Pike (unnumbered), also known as 4927 Buena Vista SP Development (MWS Project Nos. 22-WL-17 and 22-SL-36 and Proposal No. 2023M-021ES-001).

Analysis

This ordinance accepts approximately 1,714 linear feet of new eight-inch water main (DIP), approximately 350 linear feet of new eight-inch sanitary sewer main (DIP), approximately 1,453 linear feet of new eight-inch sanitary sewer main (PVC), two fire hydrant assemblies, 14 sanitary sewer manholes and easements for two properties located at 4927 Buena Vista Pike and Buena Vista Pike (unnumbered), also known as 4927 Buena Vista SP Development.

Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Water Services.

Sponsors: Withers and Pulley

100. [BL2023-1788](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer main, sanitary sewer manhole and easements, for property located 155 Lafayette Street, also known as the Tennessee Justice Center (MWS Project Nos. 22-SL-188 and Proposal No. 2023M-020ES-001).

Analysis

This ordinance abandons approximately 172 linear feet of existing eight-inch sanitary sewer main, one sanitary sewer main, one sanitary sewer manhole and easements for property located at 155 Lafayette Street, also known as the Tennessee Justice Center.

Fiscal Note: This ordinance has no cost to Metro. Abandoned easements have no market value according to the Department of Water Services.

Sponsors: Sledge, Withers and Pulley

101. [BL2023-1789](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer mains, sanitary sewer manholes, and easements, and to accept new sanitary sewer mains, sanitary sewer manholes and easements, for five properties located on 41st Avenue North, Clifton Avenue, and Indiana Avenue (MWS Project

No. 21-SL-294 and Proposal No. 2023M-022ES-001).

Analysis

This ordinance abandons approximately 430 linear feet of existing eight-inch sanitary sewer main, two sanitary sewer manholes and easements, and accepts of approximately 690 linear feet of new eight-inch sanitary sewer main (PVC), approximately 102 linear feet of new eight-inch sanitary sewer main (DIP), 11 sanitary sewer manholes and easements for five properties located on 41st Avenue North, Clifton Avenue, and Indiana Avenue.

Fiscal Note: This ordinance has no cost to Metro. Donated and abandoned easements have no market value according to the Department of Water Services.

Sponsors: Taylor, Withers and Pulley

102. [BL2023-1790](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements, for three properties located at 839 West Trinity Lane and West Trinity Lane (unnumbered), also known as 839 West Trinity Lane Townhomes (MWS Project Nos. 22-WL-65 and 22-SL-136 and Proposal No. 2023M-024ES-001).

Analysis

This ordinance accepts approximately 2,275 linear feet of new eight-inch water main (DIP), approximately 465 linear feet of new eight-inch sanitary sewer main (DIP), approximately 1,811 linear feet of new eight-inch sanitary sewer main (PVC), five fire hydrant assemblies, 20 sanitary sewer manholes and easements for three properties located at 839 West Trinity Lane and West Trinity Lane (unnumbered), also known as 839 West Trinity Lane Townhomes.

Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Water Services.

Sponsors: Toombs, Withers and Pulley

103. [BL2023-1791](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, sanitary sewer manholes, fire hydrant assembly and easement, and to accept new public sanitary sewer main, sanitary sewer manholes and fire hydrant assembly, for property located at 2212 12th Avenue South (MWS Project Nos. 22-SL-176 and 22-WL-87 and Proposal No. 2023M-023ES-001).

Analysis

This ordinance abandons approximately 404 linear feet of existing eight-inch sanitary sewer main, two sanitary sewer manholes, one fire hydrant assembly and easement, and accepts approximately 423 linear feet of new eight-inch sanitary sewer main (PVC), three sanitary sewer manholes and one fire hydrant assembly for property located at 2212 12th Avenue South.

Fiscal Note: This ordinance has no cost to Metro. Donated and abandoned easements have no market value according to the Department of Water Services.

Sponsors: Sledge, Withers and Pulley

104. [BL2023-1792](#)

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public water main and fire hydrant assembly, for property located at 1620 Corporate Place (MWS Project No. 22-WL-002 and Proposal No. 2023M-026ES-001).

Analysis

This ordinance accepts approximately 490 linear feet of new eight-inch water main (DIP) and one fire hydrant assembly for property located at 1620 Corporate Place.

Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Water Services.

Sponsors: Withers, Pulley and Lee

Memorandum

To: Metropolitan Council
From: Margaret O. Darby, Director and Special Counsel
Date: March 30, 2023

Subject: Analysis of Ordinance BL2023-1741 – East Bank Stadium

This ordinance would do the following:

1. Approve the issuance of public facility revenue bonds by the Sports Authority to finance a portion of the costs related to the construction of a new enclosed football stadium;
2. Authorize the execution and delivery of an intergovernmental project agreement with the Sports Authority relating to the development and funding of a new enclosed football stadium;
3. Designate a geographic area within which 50% of state sales and local option sales taxes will be allocated to fund capital projects at the stadium or any onsite or offsite infrastructure necessary for the operation of the stadium;
4. Authorize the acquisition of the stadium campus from the Sports Authority and the lease of the new stadium site to the sports authority;
5. Approve the execution and delivery of a Site Coordination Agreement related to the interaction between the operations of the stadium and the development within certain areas around the stadium; and
6. Authorize the defeasance of a portion of the Metropolitan Government's general obligation bonds issued to fund the acquisition of the campus on which the stadium is located.

All of the actions and approvals contemplated in this ordinance are for the purposes of financing the construction of a new enclosed NFL Football Stadium and to eliminate the financial liability of the existing stadium. It is anticipated that the Sports Authority will approve its revenue bonds resolution in late May or June of 2023.

Under Section 1 of the ordinance, the Metropolitan Council would approve and authorize the execution by the Mayor of the Intergovernmental Project Agreement ("IGA") in the form attached as Exhibit A (discussed in more detail below). The Mayor would be permitted to make non-material modifications to the IGA after adoption of this ordinance.

Section 2 of the ordinance would designate the geographic area, as depicted in Exhibit G, within which 50% of the collected sales taxes will be allocated to stadium and stadium related projects, to the extent permitted by state law.

Sections 3 through 5 of the ordinance would approve the issuance of the Sports Authority's revenue bonds in an amount that will produce, together with investment earnings, the following: \$760,000,000 for the costs of construction, planning, design, engineering, improving, equipping and furnishing the stadium; the cost of paying capitalized interest, if any, during the construction period, the cost of funding the debt service reserve fund (estimated to be \$9.5 million), and the

costs of issuance (estimated to be \$20.9 million). The ordinance designates six sources of revenue for the payment of the bonds:

- a. certain state and local sales taxes derived from sales at the existing and new stadium;
- b. 50% of certain state and local sales taxes derived from the designated geographic area;
- c. certain hotel occupancy taxes;
- d. certain ticket taxes levied on events at the existing stadium and the new stadium;
- e. rental payments made by Tennessee Stadium LLC ("StadCo"), new stadium lessee; and
- f. until December 31 following the commencement date defined in the Stadium Lease, the PILOT payment from the Department of Water and Sewerage Services (\$4,000,000).

Section 6 of the ordinance would authorize the Sports Authority to designate some of the bonds as being payable from Non-Tax Revenues. Non-Tax Revenues are defined in section 2(k) of the IGA to include all income and revenue of the Metropolitan Government which are derived from sources other than taxes. According to the Finance Department, the non-tax revenue collections in FY2022 totaled over \$233 million. Non-Tax Revenues explicitly exclude:

- a. *ad valorem* property taxes;
- b. sales taxes;
- c. state shared taxes;
- d. revenues of any agency or instrumentality of the Metropolitan Government;
- e. assets of any proprietary fund or enterprise fund;
- f. the PILOT payment (until December 31 after the Commencement Date);
- g. lease payments for the use of any sports facility now or hereafter owned by the Sports Authority; or
- h. ticket surcharge revenues related to the Bridgestone Arena.

Section 7 of the ordinance provides the obligation and pledge of the Metropolitan Government to provide the Tax Revenues (the various taxes listed in Section 4), the PILOT payment, and the Non-Tax Revenues, if needed, to the Sports Authority.

Section 8 of the ordinance limits the sale of the bonds and the release of the proceeds from the sale until certain conditions outlined in section 3.3 of the Development and Funding Agreement (Exhibit B) are met. Additionally, the sale is conditioned upon the State not having adopted legislation that purports to reduce or limit the manner in which the sources of payment (the various taxes listed in Section 4) are calculated, administered, or applied.

Section 9 of the ordinance would approve an Option Agreement (Exhibit I) and a Ground Lease (Exhibit J) in substantially the forms that are attached to the ordinance and would approve acquisition of a portion of the Campus from the Sports Authority – a portion of which is the subject of the Ground Lease. Section 10 of the ordinance approves the Site Coordination Agreement (Exhibit K) in substantially the forms that are attached to the ordinance.

Section 11 of the ordinance would approve the defeasance of outstanding General Obligation Bonds originally issued in 1996 to acquire the campus. The Sports Authority would supply the funding to defease the outstanding GO Bonds as outlined in section 3(a) the IGA. This means

that the outstanding GO Bonds will be rendered paid and no longer an obligation of the Metropolitan Government.

Section 12 authorizes the Mayor, the Clerk, the Director of Finance, or the Director of Law or any other officer to take actions in conformity with this ordinance that are necessary and appropriate to comply with the documents approved by this ordinance.

Exhibits to Ordinance

(Metro is a Party – Requires Council Approval)

(Exhibit A) - Intergovernmental Project Agreement

The Sports Authority (“Authority”) and the Metropolitan Government would be the parties to this Agreement. The purpose of the Agreement is to formally engage the Sports Authority to undertake the new stadium project, provide for the obligations of each party, and provide for the Metropolitan Government’s pledge and delivery of certain revenues to the Sports Authority to support the debt service for the revenue bonds.

Under the terms of the IGA, the Metropolitan Government would be under a duty to perform the following:

- a. Provide information and assistance to facilitate the Authority’s defeasance of the outstanding general obligation bonds;
- b. Establish separate funds in which specific revenues would be deposited:
 - i. Stadium Revenue Fund,
 - ii. Maintenance and Repair Fund,
 - iii. Capital Repairs Reserve Fund, and
 - iv. Eligible Projects Fund
- c. Deposit sales tax revenues derived from sales of personal seat licenses (“PSLs”) into the Capital Fund created under section 7.3 of the existing stadium lease for the existing stadium until its demolition at which time the sales tax revenues will be depositing into the Stadium Revenue Fund;
- d. Enforce the PILOT payment until at least December 31 following the Commencement Date;
- e. Refrain from taking any action to rescind or reduce the hotel occupancy tax or the ticket tax for the life of the revenue bonds;
- f. Refrain from taking any action that would alter the apportionment or application of the stadium sales taxes or the geographic area sales taxes;
- g. Refrain from issuing or incurring any new indebtedness payable from the tax revenues or the PILOT payment or creating a lien on or other security interest in the tax revenues or the PILOT payment. However, after the designated time period the PILOT payment may be applied elsewhere; and the geographic area sales taxes may be pledged for other eligible projects as contemplated in state law and the Stadium Lease;

- h. Provide an annual report to the Authority and StadCo identifying and detailing the costs of any eligible projects;
- i. Provide timely reports to the state as required by state law regarding the geographic area sales taxes;
- j. Pledge and transfer Non-Tax Revenues as needed to cure any debt service deficiencies for the Additionally Secured Bonds, if any, and the section provides that the pledge of non-tax revenues would be subordinate to prior pledges of these revenues on behalf of the Sports Authority or Convention Center Authority as well as bond or debt obligations subsequently issued by either authority;
- k. This section provides the definition of non-tax revenues (provided hereinabove on page 2);
- l. Agree to provide non-tax revenues as long as any Additionally Secured Bonds or other parity bonds are outstanding;
- m. This section provides for the circumstances under which Metro could issue or incur other indebtedness secured by a pledge of non-tax revenues;
- n. Authorize the Authority to pledge its rights under the IGA, the tax revenues, the PILOT payment and non-tax revenues as security for its obligations related to the issuance of the revenue bonds.

The duties of the Sports Authority would be as follows:

- a. Provide for the defeasance of the outstanding general obligation bonds on or before the issuance of the revenue bonds;
- b. Cause the bonds to be issued and sold, the proceeds of which will be deposited into a construction project account and used solely for construction related expenses, capitalized interest, debt service reserve fund, or paying costs of issuance;
- c. Cause the construction of the new stadium;
- d. Provide capital improvements budgets to the Director of Finance until the demolition of the existing stadium;
- e. Submit annual audit to the Metropolitan Council;
- f. Deposit Stadium Lease payments into the Stadium Revenue Fund;
- g. Comply with all terms and conditions set forth in the revenue bond indenture, the development agreement, the state funding agreement, the ground lease, the new Stadium Lease, and the existing stadium lease;
- h. Enforce all of its rights pursuant to all documents and agreements related to the existing stadium and the new stadium. Refrain from amending any of the agreements related to the existing stadium or new stadium without the prior written consent of the Director of Finance. If the amendment were to shorten the term, limit remedies, or alter application of Stadium Fund accounts that would have a material adverse effect on the amount of monies allocated to the Eligible Projects or bond prepayment, then the amendment would require prior Council approval by resolution.
- i. Refrain from issuing or incurring any new indebtedness payable from the Stadium Lease payments or creating a lien on or other security interest in the Stadium Lease payments;
- j. Remit designated donations to the Metropolitan Government for deposit in the Nashville Needs Fund.

The term of the IGA would extend until either the indenture is discharged or the Stadium Lease is terminated, whichever is later. Neither party may assign its rights under the IGA except that the Authority is specifically authorized to assign its rights to the bond trustee to secure its obligations. StadCo would be a third party beneficiary and be able to rely on the representations, warranties, and covenants contained in the IGA.

(Exhibit G) - Development Sales Tax Area

Sections 67-6-103(d)(1)(A)(ii)(c) and 67-6-712(c)(1)(B)(ii) of the Tennessee Code Annotated authorize the Metropolitan Government to designate a geographical zone within which to capture a 50% of state and local option sales taxes for the purposes of financing capital improvements for a new enclosed football stadium as well as any onsite or offsite infrastructure necessary for the operation of the stadium. The geographic zone will be comprised of multiple parcels on the east bank of the Cumberland River generally bounded by the River to the West, Interstate 24 to the East, Korean Veterans Boulevard to the South, and the CSX train tracks to the North, all more particularly described in Exhibit G. The State Commissioner of Finance and Administration must approve the designation area. The ordinance directs the Metropolitan Mayor and Director of Finance to file the ordinance with the Commissioner and take the necessary steps to obtain approval. The distribution of the tax from the zone will last for 30 years after the revenue bonds are issued.

(Exhibit K) - Site Coordination Agreement

The Sports Authority, StadCo, and the Metropolitan Government would be parties to this Agreement. The primary purpose of the agreement is to determine coordination obligations between the parties to develop the site, the rights and duties of the parties during development, the rights and obligations of the parties with respect to the use of the site, and for the provision and maintenance of parking facilities for the new stadium and the existing stadium while it remains in operation.

The term of the agreement commences on the Effective Date, to be designated upon execution, and expires at the end of the Stadium Lease term.

The agreement authorizes the Metropolitan Government to engage a Campus Developer to perform development, design, and construction of improvements to properties within the Campus, excluding the stadium project. Campus is defined as the 95 acres on the East Bank, currently held by the Sports Authority and more particularly described in exhibit B to the Site Coordination Agreement. StadCo will not be responsible for Campus improvement costs.

Any agreements for Campus development and Stadium Village development should include a provision requiring good faith consultation, collaboration, and coordination with StadCo in order to provide continuity and shared interests between the stadium project and the campus improvements. Any agreement for a Construction Manager At Risk ("CMAR") for the stadium

project should include a provision requiring that the CMAR meet with and keep the Campus Developers informed about the progress and status of the stadium project. The parties agree that their contractors will be obligated to meet and confer regularly to: coordinate construction scheduling; coordinate site management plans; coordinate site safety plans; and coordinate in good faith with regard to portions of the Campus that require integration with the stadium site.

The parties will be obligated to develop a plan to minimize disruption to events at the stadium. The parties will be responsible for their own environmental remediation work and related costs.

StadCo will develop and construct the North Village staging area and parking area with costs funded from the stadium project budget. If a Campus Developer improves the North Village, it must provide adequate notice, replacement parking spaces, a sliding fee between \$1 million and \$5 million to StadCo, and cover any Parking Contractor termination fees. The Campus Developer must construct a structured parking facility in the North Village area and provide 150,000 sq ft of parking/staging area for StadCo use.

Metro and the Authority will be obligated to maintain 2,000 parking spaces on the Campus outside of the North Village area. If the Campus Developer reduces the 2,000 parking spaces in order to develop parcels, it shall provide parking elsewhere on the Campus at a mutually agreeable location. The parties will be required to meet annually regarding parking coordination.

The parties will be required to agree upon a parking plan wherein all of the required parking spaces under this agreement shall be made available to StadCo during stadium events. StadCo will have right to revenue generated from the parking spaces in the North Village at all times; and the other required parking spaces in connection with stadium events. Parking will also be made available during the remaining term of the Existing Stadium.

The cost to develop the Second Street Improvements (between Woodland Street and Shelby Street) will be covered by the Stadium Project Budget, however the Authority will reimburse StadCo for 50% of its portion of costs which shall be payable from amounts on deposit in the Eligible Project Fund (derived from the geographic area sales taxes).

The Metropolitan Government will construct a Campus Park as contemplated in exhibit G to the Site Coordination Agreement. The costs will be borne by Metro and may be funded with amounts from the Eligible Project Fund.

The Authority and Metro, subject to reasonable approval by StadCo, will develop and record covenants, conditions, and restrictions that will govern the use, operation, and maintenance of the Campus by all owners and lessees.

In addition to other commercial rights (i.e. advertising rights, concession rights, broadcasting rights) that StadCo will have with respect to the Stadium, Stadium Plaza, and Campus Park during stadium events, StadCo will also retain all Data Rights in those areas during those times. Data Rights is defined as "the right to collect, use, sell, license, display, publish or otherwise use,

names, contact information and other identifiable information with respect to those attending stadium events.” StadCo will also have the sole right to approve or not activities related to sports betting and casinos throughout the Campus, not just the stadium site. StadCo will also have the sole right to control metaverse opportunities and other digital experiences “now existing or hereafter developed” at the Stadium and to “mint” non-fungible tokens and other digital assets that relate to any Stadium element. Naming rights for the Campus Park will be shared by StadCo and the Campus Developer. Presumably, this right can be retained by Metro or the Sports Authority in its contract with the Campus Developer.

(Exhibit I) - Option Agreement

The Metropolitan Government and the Sports Authority are the parties to this Option Agreement. The Sports Authority grants to Metro the option to purchase the property bounded on the north by Russell Street, the east by Second Avenue, the south by Victory Avenue, and the west by Titans Way for \$100 within 36 months following the expiration of the Existing Stadium Lease. If exercised, the Sports Authority would convey fee interest in the 32 acres currently comprising the Existing Stadium to the Metropolitan Government. It is expected that the option would be exercised after the demolition of the Existing Stadium.

(Exhibit J) - Stadium Site Ground Lease

The Metropolitan Government (Lessor) and the Sports Authority (Lessee) are the parties to the Ground Lease. Metro will lease the property for the new stadium site to the Sports Authority for \$10 annually. The term of the ground lease will extend until the discharge of the revenue bonds or the end of the initial term and any extension of the Stadium Lease whichever is later in time. While other assignments and subletting is prohibited, the Sports Authority is expressly permitted to enter into the Stadium Lease. The Ground Lease expressly authorizes the Metropolitan Government to enter into a recognition, non-disturbance, and attornment agreement with the Sports Authority and StadCo in the form attached to the ground lease.

Additionally, the Sports Authority is permitted to grant the existing stadium lessee a license to use a portion of the property during the remaining portion of the existing stadium lease for any purpose for which the existing stadium site may be utilized.

Other Exhibits to Ordinance

(Metro Not a Party - No Council Approval)

Development and Funding Agreement (Exhibit B) – the parties to this agreement would be the Sports Authority and StadCo. The term begins upon execution of the agreement and extends through the date the project work is completed. The agreement covers funding commitments and conditions as well as payment of costs covenants. The Project Costs will be paid with the Sports Authority contribution of \$760 million; the State contribution of proceeds from a \$500 million bond

issue; the proceeds received from PSL sales; and the amount necessary to complete the project contributed by StadCo. The Sports Authority's issuance of its revenue bonds would be subject to several conditions, among which is the presentation of evidence from StadCo that it has sufficient resources or access to financing to meet its obligations; and that the State contribution has been deposited into the Construction Fund Trust. The agreement also addresses the responsibilities for development of the project. StadCo would be required to procure the design, development, and construction of the project on behalf of the Sports Authority, who will have been engaged by Metro in the IGA to construct the project.

Stadium Lease (Exhibit C) – the parties to this agreement would be the Sports Authority and StadCo. The term of the lease would begin on the date of execution and continue through the initial term (maturity date of the revenue bonds) or any extension terms (3 periods of 5 years and a month-to-month period). The Rent is an amount equal to \$3.00 for each ticket sold to non-NFL stadium events payable quarterly in arrears. Complimentary and no-consideration tickets will not be calculated as “tickets sold.” The Lease is a net lease meaning that StadCo will be responsible for all costs related to operations, equipping, furnishing, maintenance, and tangible personal property taxes. The costs of maintenance and capital repairs will be paid from the Capital Repairs Reserve Fund and/or the Maintenance and Repairs Fund, whichever is applicable to the expense. The Parties will undertake efforts to plan for and work in good faith to determine appropriate timelines for capital repairs and capital maintenance. The agreement covers the use of the facilities, the designation of certain rights for StadCo, such as naming rights, broadcast rights, etc. The Sports Authority will be entitled to use the stadium, rent free, five days per year for civic events. The lease provides that StadCo intends to enter a lease with Tennessee State University to use the stadium. StadCo will be responsible to procure and maintain liability and property insurance, naming the Sports Authority and the Metropolitan Government as additional insureds. Effectiveness of the lease will be conditioned upon the TeamCo executing a guaranty (Exhibit E to the Ordinance) guaranteeing the obligations of StadCo under the lease and other stadium project documents.

Non-Relocation Agreement (Exhibit D) – the parties to this agreement would be the Sports Authority and StadCo. The agreement provides for a “non-relocation term” beginning on the commencement date defined in the Stadium Lease and ending on the Stadium Lease expiration date or the date on which the Stadium Lease is terminated, whichever is earlier. The agreement provides for the remedies of specific performance or injunctive relief if there is a non-relocation default. And the agreement provides for specific liquidated damages if there is a “specified non-relocation default” as described in section 3(b) of the agreement.

Team Guaranty (Exhibit E) – the parties to this agreement would be the Sports Authority and TeamCo. The term of the guaranty begins at execution and extends for three years beyond the term of the Stadium Lease, subject to the full payment and performance of all StadCo obligations. The guaranty may not be terminated. TeamCo guarantees StadCo payments and performance of all obligations under the Stadium Lease and all other project documents.

State Funding Agreement (Exhibit F) – the parties to this agreement would be the State of Tennessee and the Sports Authority, with StadCo executing a joinder acknowledging certain obligations. The term of the agreement begins with the effective date and extends through the initial term of the Stadium Lease. The agreement obligates the State to deposit \$500 million into the State Contribution Trust Account on or before the date the Sports Authority provides its contribution. The Authority will entertain requests from the State to use the stadium for civic events. StadCo will provide 10,000 sq. ft. in the facility for the use of the Tennessee Sports Hall of Fame.

Existing Lease Amendment (Exhibit H) – amends certain portions of the Existing Lease in order to provide for continued use during the development and construction of the new stadium. CSI will have the right to use parking lots S, H, K, and J and will be solely responsible for maintenance costs and have rights to all revenues produced from the operation of the parking lots. The amendment would amend the initial term of the existing lease to provide another term ending option to be completion of the new stadium. The Amendment would transfer all obligations for improved item expenses, stadium equipment expenses, and capital project expenses to CSI. The definition of First Class Condition would be restated as follows: *“the condition satisfying each of the following, (a) being in compliance with applicable law, and (b) being in such condition and repair as does not pose a public health and safety risk for patrons of or participants in events at the stadium , and (c) being in such an operating condition sufficient to allow NFL Games to be played at the stadium in accordance with applicable NFL rules and regulations with respect to player safety, including the field, the locker rooms and other player facilities.”* Most notably, the restated definition removes the comparable facilities standard for the remainder of the use of the existing stadium. If the new stadium is not built, the amended definition of First-Class Condition will remain in place, although the other provisions related to expense obligations will revert to the pre-amendment provisions.

Memorandum

To: Councilmembers

From: Margaret O. Darby, Director & Special Counsel

Date: 4/14/23

Subject: BL2023-1741 Amendments Analysis

The below analysis applies only to those amendments offered in the Amendments Packet from the 4/4/23 meeting that were still pending when the motion to defer to 4/18/23 was adopted. Inclusion in this analysis does not indicate that the amendments will be placed in the Amendments Packet in the same form for the 4/18/23 meeting.

Amendment 6 – Mendes

Budget & Finance Committee recommended disapproval 4-7-2

Transportation and Infrastructure Committee recommended disapproval 3-8-1

Public Facilities, Arts, and Culture Committee recommended disapproval 2-3-0

This amendment would modify the Section 3 of the Intergovernmental Project Agreement (the “IGA”) (Ex. A to Ordinance) by adding a new section addressing encumbrances on the New Stadium.

Specifically, it would prohibit the Sports Authority from allowing pledges, liens and encumbrances of any New Stadium related asset unless specifically allowed in the IGA or by Council resolution. This prohibition would be effective for the period of time during which Metro can exercise its option to purchase the existing stadium property. The Purchase Option would begin on the date the Option Agreement is executed and end 45 days after the option has been exercised. Metro would have 36 months after the expiration of the Existing Lease to exercise the option.

This prohibition would not apply to any encumbrances addressed in the Existing Lease or the TSU Lease.

Amendment 7 – Mendes

Budget & Finance Committee recommended disapproval 1-9-2

Transportation and Infrastructure Committee recommended disapproval 3-7-2

Public Facilities, Arts, and Culture Committee recommended disapproval 2-3-0

This amendment would modify Section 3.5 and 21.3 of the Development and Funding Agreement (the “DFA”) (Ex. B to Ordinance) related to the selection of the replacement Construction Monitor and amendments to the DFA.

Under the Section 3 of the DFA, the Construction Monitor is the independent engineer to the StadCo Agent and the selection of the Construction Monitor is subject to approval of the Sports Authority. The Construction Monitor monitors the stadium project work including the progress, review of contracts, budget reviews, change orders, permit status, etc. The Sports Authority has the right to approve a replacement Construction Monitor unless the replacement is a Construction Monitor with the same scope, duties, and responsibilities as the previous Construction Monitor.

The amendment would condition the Sports Authority approval of a replacement Construction Monitor on Council approval by resolution. This amendment contains a typographical error by referring to the Construction Monitor as Construction Manager; presumably if adopted, this error would be corrected in the executed DFA.

This amendment also would require Council approval by ordinance of amendments to the DFA. The Metropolitan Government is not currently expected to be a party to the DFA. The parties are the Sports Authority and StadCo.

Amendment 8 – Mendes

Budget & Finance Committee recommended disapproval 3-6-3

Transportation and Infrastructure Committee recommended disapproval 2-8-2

Public Facilities, Arts, and Culture Committee recommended disapproval 1-4-1

This amendment would modify the Site Coordination Agreement (the “SCA”) (Ex. K to Ordinance) and the Stadium Lease (Ex. C to Ordinance) by adding parameters around gambling and casino use.

The amendment would add language to Section 8.5(c)(ii) of the SCA. This section of the SCA, as filed, provides that, throughout the Campus (the entirety of the 95-acre area on the East Bank currently owned by the Sports Authority), no sports betting or casinos would be permitted without prior approval of StadCo – this includes, even if authorized by applicable laws:

- the right to conduct and offer games of skill and chance through “land-based facilities”, and
- the right to provide wagering on real world sports competitions.

The section specifically excludes the State Lottery and other Governmental Authorities.

The amendment would add that any of the activities would require prior approval by Council ordinance, as well as StadCo approval.

The amendment would also add a section to the Stadium Lease prohibiting sports betting and casinos on the stadium site unless permitted by applicable law and approved by the Sports Authority and Council ordinance. The prohibition and approvals would apply to games of skill and chance and wagering on real world sports competitions. There is no blanket exception for charity raffles.

The amendment would additionally amend Exhibit E to the Stadium Lease which, as filed, covers a prohibition on gambling and casino use and games of chance unless expressly permitted under state law. The amendment would remove the state law permission exception.

Amendment 9 – Mendes

Budget & Finance Committee recommended disapproval 1-10-1

Transportation and Infrastructure Committee recommended disapproval 2-9-1

Public Facilities, Arts, and Culture Committee recommended disapproval 2-4-0

This amendment would modify the Team Guaranty (Ex. E to Ordinance) by requiring Council approval by ordinance of:

- a delegation, assignment, or transfer of all or any of Guarantor’s obligations under the Guaranty,
- amendments to the Guaranty, and
- waivers and consents to departure from Guaranty terms.

All of the above require Sports Authority approval in the as-filed Team Guaranty.

The amendment would also add a new section wherein the Guarantor would represent that, except as noted, there are no encumbrances on Team Assets, defined as the Team and all rights related to the franchise. The amendment would require a schedule attached to the Guaranty listing the encumbrances on the Team Assets at execution of the Guaranty. The amendment would further require approval by the Sports Authority and by Council ordinance of any encumbrances created after the execution of the Guaranty.

Amendment 10 – Mendes

Budget & Finance Committee recommended approval 12-0-0

Transportation and Infrastructure Committee recommended approval 11-1-0

Public Facilities, Arts, and Culture Committee recommended approval 6-0-0

This amendment would modify the Stadium Lease making it clear that any action by the State to limit or divert sales tax revenues, ticket tax revenues or hotel tax revenues or limit the application of those revenues will not be considered a “changed circumstance” or otherwise excuse and StadCo performance under the Lease, nor will those state actions be considered an “Authority Event of Default.”

Amendment 11 – Mendes

Budget & Finance Committee recommended disapproval 2-7-3

Transportation and Infrastructure Committee not offered

Public Facilities, Arts, and Culture Committee not offered

This amendment will not be offered by the sponsor.

Amendment 12 – Mendes

Budget & Finance Committee recommended disapproval 1-10-1

Transportation and Infrastructure Committee not offered

Public Facilities, Arts, and Culture Committee not offered

This amendment will not be offered by the sponsor.

Amendment 13 – Mendes

Budget & Finance Committee recommended disapproval 1-11-0

Transportation and Infrastructure Committee not offered

Public Facilities, Arts, and Culture Committee not offered

This amendment will not be offered by the sponsor.

Amendment 14 – Mendes

Budget & Finance Committee recommended disapproval 2-9-1

Transportation and Infrastructure Committee recommended disapproval 3-8-1

Public Facilities, Arts, and Culture Committee recommended disapproval 2-4-0

This amendment would modify the Ground Lease (Ex. J to Ordinance) by adding a new event of default for the Lessee (Sports Authority) so that if the Tennessee Legislature passes any

law restructuring the Sports Authority or its board, Metro may increase the annual rent to market rate. The annual rent in the as-filed Ground Lease is \$10.00 per year.

This amendment would also modify the Recognition, Non-Disturbance, and Attornment Agreement attached to the Ground Lease to include an acknowledgement of the discretion to modify the annual rent in event of default.

Amendment 15 – Mendes

Budget & Finance Committee recommended disapproval 2-9-1

Transportation and Infrastructure Committee recommended disapproval 3-7-2

Public Facilities, Arts, and Culture Committee recommended disapproval 2-4-0

This amendment would modify the waterfall distribution for the Excess Authority Receipts Account in section 9.7 of the Stadium Lease (Ex. C to Ordinance) by adding “an amount equal to the rent under the Ground Lease.” It is unclear what purpose this serves as the amended language does not indicate what account the Ground Lease rent amount would be transferred to.

Amendment 16 – Mendes

Budget & Finance Committee recommended disapproval 1-10-1

Transportation and Infrastructure Committee recommended disapproval 2-8-2

Public Facilities, Arts, and Culture Committee recommended disapproval 2-4-0

This amendment would modify the Stadium Lease (Ex. C to Ordinance) by requiring Council approval by ordinance of the following:

- assignments in connection with a transfer of the Titans franchise,
- leasehold mortgagee or StadCo lender required modification to the amounts owed to Authority, decrease to StadCo obligations, or expansion/modification of the definition of Stadium Events, and
- amendments to the Stadium Lease.

In the as-filed Stadium Lease, the Sports Authority must provide written approval, in its sole discretion, for the above changes.

Amendment 17 – Mendes

Budget & Finance Committee recommended approval 12-0-1

Transportation and Infrastructure Committee recommended approval 11-1-1

Public Facilities, Arts, and Culture Committee recommended approval 6-0-0

This amendment would make the Metropolitan Government a third-party beneficiary to the Funding Agreement between the State of Tennessee and the Sports Authority.

Amendment 18 – Mendes

Budget & Finance Committee recommended disapproval 1-10-1

Transportation and Infrastructure Committee not offered

Public Facilities, Arts, and Culture Committee not offered

This amendment will not be offered by the sponsor.

Amendment 19 – Mendes

Budget & Finance Committee recommended disapproval 1-9-2
Transportation and Infrastructure Committee not offered
Public Facilities, Arts, and Culture Committee not offered

This amendment will not be offered by the sponsor.

Amendment 20 – Hurt

Budget & Finance Committee recommended approval 12-0-0
Transportation and Infrastructure Committee recommended approval 9-3-1
Public Facilities, Arts, and Culture Committee recommended approval 6-0-0

This amendment would modify the Ordinance by adding a new section requiring the Metro Office of Minority & Women Business Assistance and StadCo advise the Council of the minority participation goals described in section 7.8(c) of the Development Agreement. If the aggregate goal is established at less than 25%, a detailed explanation of the efforts to increase participation so that it exceeds 25% would be required.