



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, NOVEMBER 16, 2021**

AMENDMENT NO. 1
TO
RESOLUTION NO. RS2021-1204

Mr. President –

I hereby move to amend Resolution No. RS2021-1204 as follows:

- I. By reducing the appropriation in the caption and Section 2 of the resolution by \$603,000.
- II. By amending Exhibit A to remove the appropriations for Equipment, totaling \$603,000.

SPONSORED BY:

Sean Parker
Ginny Welsch
Members of Council

AMENDMENT NO. 2
TO
RESOLUTION NO. RS2021-1204

Mr. President –

I hereby move to amend Resolution No. RS2021-1204 as follows:

- I. By reducing the appropriation in the caption and Section 2 of the resolution by \$480,000.
- II. By amending Exhibit A to remove the appropriations for Eye in the Sky Cameras, totaling \$480,000.

SPONSORED BY:

Colby Sledge
Bob Mendes
Ginny Welsch
Delishia Porterfield
Freddie O'Connell
Sandra Sepulveda
Zulfat Suara
Members of Council

AMENDMENT NO. 3
TO
RESOLUTION NO. RS2021-1204

Mr. President –

I hereby move to amend Resolution No. RS2021-1204 as follows:

- I. By reducing the appropriation in the caption and Section 2 of the resolution by \$850,000.
- II. By amending Exhibit A to remove the appropriations for Capital Project – Brookmeade Renovation, totaling \$850,000.

SPONSORED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2021-1251

Mr. President –

I hereby move to amend Resolution No. RS2021-1251 as follows:

I. By amending Section 2 as follows:

Section 2. The Metropolitan Department of Public Health is directed to take any and all actions required to end the vehicle inspection program in Davidson County by January 14, 2022, consistent with state law. The Metropolitan Government shall terminate its contracts with the private vendors who operate the vehicle inspection program, and no contract for operation of the vehicle inspection program shall be in effect on January 14, 2022.

SPONSORED BY:

Courtney Johnston
Member of Council

Resolution No. _____

A resolution accepting a grant from Amazon to the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, to advance and implement Nashville's Transit Oriented Development.

WHEREAS, Transit Oriented Development ("TOD"), walkable, compact, mixed-use, higher density development, within walking distance of a transit facility, is lacking in Nashville; and,

WHEREAS, Amazon has committed \$75 million over the next 5 years to develop 800 affordable housing units in Nashville, particularly near high-traffic WeGo public transportation sites; and,

WHEREAS, the commitment would help to assure that moderate-to-low-income Nashvillians can afford housing within the urban core, and provide those Nashvillians with easy access to employment, schools, healthcare and other amenities; and,

WHEREAS, the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT") and Amazon desire to partner in furtherance of Nashville's Transit Oriented Development; and,

WHEREAS, Amazon has agreed to grant \$1,000,000.00 to advance Nashville's TOD development and implementation.

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

Section 1. That the grant by and between Amazon and the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, in the amount of \$1,000,000.00, to advance and implement Nashville's Transit Oriented Development, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this grant be appropriated to the Nashville Department of Transportation and Multimodal Infrastructure based on the revenues estimated to be received and any match be applied.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kelly Flannery/mfw
Kelly Flannery, Director
Department of Finance

INTRODUCED BY:

Burke Miller

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Tara Ladd
Assistant Metropolitan Attorney

Member(s) of Council

GRANT SUMMARY SHEET

Grant Name: Amazon Transportation Oriented Development 21-26

Department: FINANCE DEPARTMENT

Grantor: AMAZON

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$1,000,000.00

Cash Match \$0.00

Department Contact: Casey Hopkins
880-1676

Status: NEW

Program Description:

Fund will be use to hire a TOD Director who will assess current TOD related policies, site/corridor opportunities and market conditions. TOD Director will assess comprehensive plan modifications needed to support identified high-capacity transit corridors as TOD opportunities.

Plan for continuation of services upon grant expiration:

No plans at this time.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/> Application <input type="radio"/> Award Acceptance <input checked="" type="radio"/> Contract Amendment <input type="radio"/>					
Department	Dept. No.	Contact		Phone	Fax
FINANCE DEPARTMENT	015	Casey Hopkins		880-1676	
Grant Name: Amazon Transportation Oriented Development 21-26					
Grantor: AMAZON					
Grant Period From: 11/01/21					
Grant Period To: 10/31/26					
Funding Type: CORPOR					
Pass-Thru:					
Award Type: COMPETITIVE					
Status: NEW					
Metro Category: New Initiative					
CFDA # N/A					
Project Description:					
1. Hire a TOD Director. 2. Assess current TOD related policies, site/corridor opportunities and market conditions. 3. Assess comprehensive plan modifications needed to support identified high-capacity transit corridors as TOD opportunities. 4. Review peer agencies policies, guidelines, and best practices to support equitable TOD development. 5. Inventory vacant and under-utilized properties on high-capacity corridors and supporting major developments with a priority focus on East Bank, River North, as well as South and North Nashville. 6. Research and analyze specific to development implications of land use market trends, population growth and demographic trends, transit trip generation, facility usage, and parking needs around current and potential station locations and areas adjacent to WeGo properties. 7. Building on this research, identify and assess high opportunity sites for readiness and potential types of equitable and supportive development (e.g. affordable/market rate residential, employment, mixed use, medical/educational/institutional). 8. Identify obstacles, barriers, and opportunities for TOD in Metro Nashville and produce a summary Metro TOD Action Plan including a public outreach strategy. The TOD Action Plan will also develop reference materials for developers, citizens, and WeGo staff on "How to build TOD in Metro Nashville." Steps 2-8 may be conducted through an RFP process or as an in-house effort. 9. Participate in corridor studies conducted by WeGo Public Transit, Tennessee Department of Transportation, the Greater Nashville Regional Council, or related entities with respect to the development of high-capacity transit projects or upgrades.					
Plan for continuation of service after expiration of grant/Budgetary Impact:					
No plans at this time.					
How is Match Determined?					
Fixed Amount of \$	\$0.00	or	0.0%	% of Grant	Other: <input checked="" type="checkbox"/>
Explanation for "Other" means of determining match:					
No Match Required.					
For this Metro FY, how much of the required local Metro cash match:					
Is already in department budget? N/A					
Is not budgeted?					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)					
Other:					
Number of FTEs the grant will fund:		1.00	Actual number of positions added:		1.00
Departmental Indirect Cost Rate		18.83%	Indirect Cost of Grant to Metro:		\$188,300.00
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.	18.83%	Ind. Cost Requested from Grantor: \$188,300.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)					
Draw down allowable? <input type="checkbox"/>					
Metro or Community-based Partners:					

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22			\$350,000.00	\$0.00			\$350,000.00	\$65,905.00	\$65,905.00
Yr 2	FY23			\$250,000.00	\$0.00			\$250,000.00	\$47,075.00	\$47,075.00
Yr 3	FY24			\$150,000.00	\$0.00			\$150,000.00	\$28,245.00	\$28,245.00
Yr 4	FY25			\$150,000.00	\$0.00			\$150,000.00	\$28,245.00	\$28,245.00
Yr 5	FY26			\$100,000.00	\$0.00			\$100,000.00	\$18,830.00	\$18,830.00
Total				\$1,000,000.00	\$0.00			\$1,000,000.00	\$188,300.00	\$188,300.00
Date Awarded:				11/01/21	Tot. Awarded: \$1,000,000.00		Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5368

GCP Rec'd
11/12/21

GCP
Approved
11/12/21

VW

GRANT AGREEMENT

THIS GRANT AGREEMENT (this “**Agreement**”), dated as of November 16, 2021 (the “**Effective Date**”), between Amazon.com, Services, LLC, a Delaware limited liability corporation, with offices at 2121 7th Ave, Seattle, WA. 98121, Attn: Amazon in the Community, Housing Equity Fund (“**Amazon**”) and the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, a government entity, with offices at 750 S. 5th Street, Nashville, TN 37206. (“**Grantee**”).

WITNESSETH:

WHEREAS, Amazon has, as of the Effective Date, committed to make a grant which, when fully funded, will be in the amount of One Million Dollars (\$1,000,000) (the “**Grant**”) to Grantee, to be used by Grantee in furtherance of its public interest purpose, to advance Nashville’s TOD development and implementation, provided that the Grant proceeds shall be allocated in accordance with the budget set forth in Exhibit A attached hereto.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

THE GRANT

1.1 Advance. Amazon will fund the Grant to Grantee pursuant to a mutually acceptable payment method within 30 days of the Effective Date.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants that:

2.1 Organization and Powers. Grantee is a government entity duly organized, validly existing and in good standing under the laws of Nashville and Davidson County. Grantee has the power and authority to own its assets and properties, to carry on its activities as now conducted by it and to execute, deliver and perform this Agreement.

2.2 Tax-exempt Status. The execution, delivery and performance by Grantee of this Agreement and the use by Grantee of the proceeds of the Grant for the purposes contemplated above, will directly further the exempt public purposes of Grantee described in Section 170(c)(1) of the Internal Revenue Code of 1986, as amended from time to time (the “**Code**”).

2.3 Authorization: Binding Agreement. The execution, delivery and performance by Grantee of this Agreement and the acceptance of the Grant have been duly authorized by all requisite corporate action. Upon execution and delivery hereof by Grantee, this Agreement will

constitute the legal, valid and binding obligation of Grantee enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or other similar laws of general application or equitable principles relating to or affecting the enforcement of creditors' rights from time to time in effect.

2.4 Litigation. There is no action, suit or proceeding pending or threatened before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of Grantee, or impair the ability of Grantee to perform its obligations under this Agreement. Grantee is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency.

2.5 No Conflicts. The execution, delivery and performance by Grantee of this Agreement will not violate any provision of law, any order, rule or regulation of any court or governmental or regulatory body, the Articles of Incorporation or By-Laws of Grantee or any indenture or deed of trust, agreement or instrument to which Grantee is a party or by which Grantee or its assets or properties are bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture or deed of trust, agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the assets or properties of Grantee, except as otherwise permitted, required or contemplated by this Agreement.

2.6 No Default or Event of Default. Grantee is in compliance with all of the terms and provisions set forth in this Agreement on its part to be observed or performed, and no Event of Default, or any event which, upon notice or lapse of time or both would constitute any such Event of Default, has occurred and is continuing.

ARTICLE III

COVENANTS OF GRANTEE

Grantee covenants and agrees that so long as this Agreement shall remain in effect, unless Amazon shall otherwise consent in writing, Grantee will:

3.1 Use of Proceeds. Use the proceeds of the Grant solely and exclusively for the purposes set forth above and in accordance with the budget set forth in Exhibit A attached hereto.

3.2 Payment of Indebtedness and Taxes. Pay all of its recourse indebtedness and obligations promptly and in accordance with the terms thereof, file or cause to be filed all federal, state and local tax or information returns which are required to be filed by it and pay and discharge or cause to be paid and discharged promptly any taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any of its property or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien or charge upon such property, or any part thereof; provided, however, that Grantee shall not be required to pay and discharge or to cause to be paid and discharged any such indebtedness, obligation, tax,

assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings.

3.3 Other Information and Reports. With reasonable promptness, Grantee shall provide Amazon with such other information respecting the business, operations, properties, programs, projects, or condition (financial or otherwise) of Grantee or the use of the Grant proceeds as Amazon may reasonably request from time to time.

3.4 Compliance with Laws. Comply with all laws, orders, rules or regulations of any court, governmental or regulatory body applicable to Grantee or its properties.

3.5 Keeping of Books, Reports, Visitation, Inspection etc.

- (a) Keep proper books of record and account, containing complete and accurate entries of all financial and business transactions relating to the business, operations, properties, programs, projects or condition (financial or otherwise) of Grantee in conformity with generally accepted accounting principles and all requirements of any laws, rules or regulations applicable to Grantee.
- (b) Permit any representative of Amazon to visit and inspect the books and records of Grantee and to make copies and take extracts therefrom, and to discuss the condition (financial or otherwise) or prospectus of the Grantee with the officers and independent public accountants thereof, all at such reasonable times during normal business hours upon reasonable notice and as often as Amazon may reasonably request.

3.6 Disclosure. Grantee will keep confidential any information obtained from Amazon in connection with this Agreement or that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to Amazon's technology, customers, business plans, marketing activities, and finances), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to Amazon promptly upon the termination of this Agreement. All such information will remain Amazon's exclusive property, and Grantee will have no rights to use such information except as expressly provided herein. Grantee will not make any public announcements about this Agreement or the terms thereof without prior written approval by Amazon. The foregoing obligations shall not apply to information which: (a) at the time of disclosure is in the public domain; (b) after disclosure, becomes part of the public domain through no fault of the other Party; (c) was in the other Party's possession at the time of disclosure; (d) is rightfully disclosed by a third party, or (e) is disclosed pursuant to law. In all relevant written and online materials, Grantee will acknowledge the role of Amazon. Grantee will extend to Amazon the right to review in advance, and will not issue until Amazon has approved the form, any relevant press release, public announcement or written and online material of or relating to Amazon or the Grant.

3.7 Indemnification. To the extent permitted by applicable state law, Grantee will indemnify, hold harmless and defend Amazon, its affiliates, and its directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and costs of litigation arising out of or related to: (i) Grantee's performance of its obligations hereunder; or (ii) Grantee's gross negligence, willful misconduct, or fraud.

3.8 Code of Business Conduct. Grantee acknowledges that Amazon's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the "Code") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Grantee will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Agreement. Amazon may immediately terminate or suspend performance under this agreement if Grantee breaches this section. Grantee will maintain true, accurate and complete books and records necessary to demonstrate compliance with this Section, and Amazon and its designated representative may inspect Grantee's books and records for compliance with this Section.

ARTICLE IV

EVENTS OF DEFAULT

4.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure in the due observance or performance of Grantee's obligations under this Agreement not specified in clauses (b) through (e) below, and such failure shall not have been cured within fifteen (15) days after such failure shall become known to any officer of Grantee;
- (b) Any representation or warranty made in writing by Grantee which shall have been incorrect in any material respect on the date as of which made;
- (c) Grantee shall (i) cease operations; (ii) apply for or consent to the appointment of a custodian, receiver, trustee or liquidator for it or for all or a substantial part of its assets or properties; (iii) generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due; (iv) make an assignment for the benefit of creditors; or (v) file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. Section 101 et seq. or a petition seeking for itself any reorganization or arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or corporate action shall be taken by Grantee for the purpose of effecting any of the foregoing;

- (d) An order for relief, judgment or decree against Grantee shall be entered by any court of competent jurisdiction approving a petition seeking reorganization, arrangement, readjustment, dissolution or liquidation of all or a substantial part of Grantee's assets or properties, or appointing a custodian, receiver, trustee or liquidator for Grantee, and such order, judgment or decree shall continue unsatisfied and in effect for a period of sixty (60) consecutive days without a stay of execution; or
- (e) A judgment or judgments for the payment of money aggregating in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be entered against Grantee, and the same shall remain unsatisfied and in effect, without stay of execution, for a period of sixty (60) consecutive days.

4.2 Remedies on Occurrence of an Event of Default. If any Event of Default shall occur, Amazon may exercise all or any of the following remedies:

- (a) Amazon may, by written notice to Grantee, demand repayment of the Grant; and
- (b) Amazon may protect and enforce its rights by appropriate judicial proceedings, including, in appropriate cases, an award of specific performance or other equitable remedy in aid of the exercise of power granted in or pursuant to this Agreement.

ARTICLE V

MISCELLANEOUS

5.01 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, in respect thereof, and shall not be amended or modified in any fashion except by instrument in writing signed by the party charged with such amendment or modification. The recital is incorporated in this Agreement as a substantive covenant of Grantee.

5.02 Notices. Any notice or communication given pursuant hereto by either of the parties hereto to the other party hereto shall be in writing and delivered by hand or mailed by first class mail, or by reputable overnight courier, postage prepaid (mailed notices shall be deemed given when duly mailed), to the parties at their addresses set forth above or to such other address or addresses as hereafter shall be furnished as provided in this Section 5.02 by either of the parties hereto to the other party hereto.

5.03 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. Grantee may charge and Amazon will pay applicable national, state or local sales or use taxes or value added taxes that Supplier is legally obligated to charge ("**Taxes**"), provided that such Taxes are stated on the original invoice that Supplier provides to Amazon and Grantee's invoices state such Taxes separately and meet the requirements for a valid tax invoice. Amazon may provide Grantee with an exemption certificate

or equivalent information acceptable to the relevant taxing authority, in which case, Grantee will not charge and /or collect the Taxes covered by such certificate. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to Supplier under this Agreement, and payment to Grantee as reduced by such deductions or withholdings will constitute full payment and settlement to Grantee of amounts payable under this Agreement. Throughout the Term, Grantee will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

5.04 Limitation of Liability. Amazon will not be liable for any loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability.

5.05 Waiver; Remedies. No delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege substantially.

5.06 Term of Agreement. This Agreement shall remain in effect for five (5) years following the Effective Date.

5.07 Assignment. Neither Amazon nor Grantee may assign all or any portion of its rights under this Agreement without the prior written consent of the other party hereto, provided that Amazon may assign this agreement to any Amazon Affiliate. For the purposes of this Agreement, “**Amazon Affiliate**” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Amazon.

5.08 Captions. All Article and Section titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

5.09 Variation of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.10 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and either party hereto may execute this Agreement by signing one or more counterparts thereof.

5.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

5.12 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS

AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT
EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS
RELATED HERETO.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kelly Flannery/mfw
Finance Director

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Tara Ladd
Metropolitan Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:

Balogun Cobb
Insurance Director

METROPOLITAN CLERK:

Amazon.com Services, LLC.

By: _____
Name: Catherine Buell
Title: Head of Community Development

Exhibit A – Grant Budget

Exhibit A

Grant Budget

	ACTIVITY	BUDGET
Year 1 (11/1/21 - 10/31/22)	Implement items 1-8 below and begin implementation of items 9-10 below.	\$350,000
Year 2 (11/1/22 - 10/31/23)	Revise and update items 2-8 (as applicable) and continue implementation of items 9-10	\$250,000
Year 3* (11/1/23 - 10/31/24)	Revise and update items 2-8 (as applicable) and continue implementation of items 9-10	\$150,000
Year 4* (11/1/24 - 10/31/25)	Revise and update items 2-8 (as applicable) and continue implementation of items 9-10	\$150,000
Year 5* (11/1/25 - 10/31/26)	Revise and update items 2-8 (as applicable) and complete implementation of items 9-10	\$100,000
Total		\$1,000,000

*Assumes personnel costs are being supported by Metro years 3-5.

Grantee will meet (virtually or in-person as mutually agreed) with Amazon staff on a bimonthly basis (at minimum) to report on project status and any issues to be addressed. Grantee will submit to Amazon relevant milestone reports, documentation of completion for each item listed, and an annual report at the completion of each grant year summarizing accomplishments, challenges, and status of each item (1-10) below, as applicable.

NDOT will endeavor to accomplish the following within the next 5 years unless otherwise specified herein:

1. NDOT will hire a TOD fellow within six (6) months of execution of this agreement.
2. Assess current TOD related policies, site/corridor opportunities and market conditions.
3. Assess comprehensive plan modifications needed to support high-capacity transit corridors as TOD opportunities.
4. Review peer agency policies, guidelines, and best practices to support equitable TOD development.
5. Inventory vacant and under-utilized properties on high-capacity corridors and supporting major developments with a priority focus on North Nashville, South Nashville and the East Bank as well as River North.

6. Research and analyze specific to development implications of land use market trends, population growth and demographic trends, transit trip generation, facility usage, and parking needs around current and potential station location areas adjacent to WeGo properties.
7. Building on the research above, identify and assess high opportunity sites for readiness and potential types of equitable and supportive development (e.g. affordable/market rate residential, employment, mixed use, medical/educational/institutional).
8. Identify obstacles and barriers, and opportunities for TOD in Metro Nashville and provide a summary Metro TOD Action Plan including public outreach strategy. The TOD Action Plan will also develop reference materials for developers, citizens, and WeGo staff on “How to build TOD in Metro Nashville.” Steps 2-8 may be conducted through an RFP process or as an in-house effort and will be accomplished within the next 12 months.
9. Participate in corridor studies conducted by WeGo Public Transit, Tennessee Department of Transportation, the Greater Nashville Regional Council, or related entities with respect to the development of high-capacity transit projects or upgrades.
10. Implement an overall organizational approach, as depicted in the below structure

Organizational Approach

MAYOR'S OFFICE	METRO FINANCE	METRO PLANNING	NDOT
<p>Establish overall development policy objectives</p> <p>Oversee performance</p> <p>Identify spending priorities for annual operating and capital budgets for public infrastructure projects that support TOD</p>	<p>Develop annual operating and capital spending plan proposals</p> <p>Administer debt</p> <p>Manage the acquisition, disposal, and leasing of Metro properties</p>	<p>Develop long-range land use plans and neighborhood plans that identify areas targeted for varying densities and development types</p> <p>Develop and administer zoning ordinances (variances, etc.) that support TOD</p>	<p>Construct and maintain pedestrian and roadway infrastructure that support TOD</p>
MDHA	MTA	METRO COUNCIL	IDB
<p>Own and operate public housing</p> <p>Oversee redevelopment districts with the intent of reversing blight</p> <p>Administer tax increment financing, including State TOD Development Zone legislation</p>	<p>Plan and operate urban public transportation services</p> <p>Establish overall transit service levels by route and corridor</p> <p>Plan, design, and construct public transportation-related facilities including stops, stations, and transit centers</p>	<p>Review and approve various investments</p> <p>Community liaison on projects at the District level</p>	<p>Acquire, lease, and dispose of property supporting commercial and industrial development</p>
	RTA	GENERAL SERVICES	
	<p>Operate inter-county public transportation services</p> <p>Own, manage, and improve Star Commuter Rail Stations</p>	<p>Oversee facility design, construction, and operation for Metro Departments</p>	

JOHN COOPER
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**DEPARTMENT OF
TRANSPORTATION AND
MULTIMODAL INFRASTRUCTURE**

November 12, 2021

Vice Mayor Jim Shulman
and Members of the Metropolitan Council
Metropolitan Council
P.O. Box 196300
Nashville, TN 37219

Dear Vice Mayor Shulman and Members of the Metropolitan Council:

On behalf of the Nashville Department of Transportation and Multimodal Infrastructure, we are respectfully requesting introduction of a late filed resolution accepting a \$1 million dollar grant from Amazon to advance Nashville's TOD development and implementation.

This late file request is necessary due to extended coordination that was required between the organizations to ready its presentation to Council. It is in the best interest of the Metropolitan Government to accept the grant funds.

If you have any additional question, please do not hesitate to contact me.

Sincerely,

Faye DiMassimo

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2021-XXXX
(Late Grant Resolution)

Mr. President –

I hereby move to amend the Late Grant Resolution approving a grant from Amazon (RS2021-XXXX) as follows:

I. By amending Exhibit A, item 5 as follows:

“5. Inventory vacant and under-utilized properties on high-capacity corridors and supporting major developments ~~with a priority focus on North Nashville, South Nashville and the East Bank as well as River North.~~”

SPONSORED BY:

Jeff Syracuse
Member of Council

RESOLUTION NO. _____

A resolution approving an interlocal agreement between the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, and the City of Forest Hills, for public infrastructure improvements at the intersection of Lynnwood Boulevard and Tyne Boulevard, Proposal No. 2021M-032AG-001.

WHEREAS, Forest Hills wishes to construct and maintain a raised intersection at Lynnwood Boulevard and Tyne Boulevard; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure (“NDOT”) and Forest Hills each have right-of-way that encompasses a portion of the intersection of Lynnwood Boulevard and Tyne Boulevard; and,

WHEREAS, NDOT has reviewed the raised intersection design at the intersection of Lynnwood Boulevard and Tyne Boulevard and recommend that Forest Hills move forward with construction and maintenance; and,

WHEREAS, in no event shall NDOT share in cost in the construction, installation or maintenance of the public infrastructure improvements; and,

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

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

Section 1. That the interlocal agreement between the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, and the City of Forest Hills, attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

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

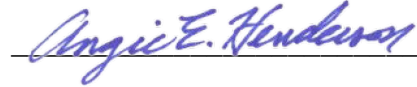
Section 3. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville & Davidson County requiring it.

RECOMMENDED BY:



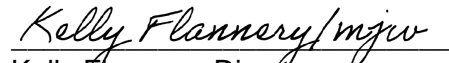
Faye DiMassimo, Interim Director
Department of Public Works

INTRODUCED BY:



Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 21 day of OCT, 2021, by and between the City of Forest Hills (“Forest Hills”) and the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, (“NDOT”) for public infrastructure improvements..

WITNESSETH:

WHEREAS, Forest Hills’ right-of-way encompasses a portion of the intersection of Lynnwood Boulevard and Tyne Boulevard; and,

WHEREAS, Metro’s right-of-way also encompasses a portion of the intersection of Lynnwood Boulevard and Tyne Boulevard; and,

WHEREAS, Forest Hills wishes to construct and maintain a raised intersection at Lynnwood Boulevard and Tyne Boulevard; and,

WHEREAS, Metro’s Department of Transportation and Multimodal Infrastructure staff have reviewed the raised intersection design at the intersection of Lynnwood Boulevard and Tyne Boulevard and recommend that Forest Hills move forward with construction and maintenance.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

1. Term of Agreement. This Agreement shall become effective upon execution by all the parties hereto. This Agreement shall not take effect until approval of the Metropolitan Council.

2. Compensation. Forest Hills shall be solely responsible for all costs associated with the construction of the raised intersection infrastructure.

3. Termination. Either party may terminate this Agreement prior to the issuance of a notice to proceed (NTP) to begin construction work.

4. Duties of Forest Hills

A. Forest Hills shall provide a full set of completed engineering design and construction documents for the raised intersection public infrastructure improvements, approved, sealed, and signed by a civil engineer licensed to practice engineering in the State of Tennessee, for Metro’s review and approval. Forest Hills shall obtain written approval (in the form of a letter or stamped approval of the design and construction documents) from Metro of all construction work prior to commencing construction.

B. Forest Hills shall be responsible for all the construction and installation of the raised intersection public infrastructure improvements. Forest Hills shall bear full responsibility for any and all acts or omissions of those engaged in work on behalf of Forest Hills.

C. Forest Hills, to the extent permitted by law, shall indemnify, defend, and hold the Metropolitan Government harmless from any and all claims, liability, damages, loss, cost, and expense of every type whatsoever, including, without limitation, attorney fees and expenses, in connection with Forest Hills' performance under this agreement. To the extent caused by Forest Hills, or anyone for whose acts Forest Hills may be liable, Forest Hills shall be liable for such claims, liability, damage, loss, cost, or expense, as permitted by law, whether due to sickness, personal injury, death, or disease, or the loss or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom.

D. Forest Hills shall permit Metro to regularly inspect the progress of the construction and installations of public infrastructure improvements.

E. Upon completion of the raised intersection public infrastructure improvements, Forest Hills shall be responsible for the ongoing maintenance associated with the public infrastructure improvements.

5. Duties of Metro

A. Metro shall review and approve in writing (by letter or by stamped approval on the plans) design plans for a raised intersection at Lynnwood Boulevard and Tyne Boulevard.

B. Metro shall allow the City of Forest Hills to conduct work in Metro right-of-way for activities related to the construction and maintenance of a raised intersection at the intersection of Lynnwood Boulevard and Tyne Boulevard.

C. In no event shall Metro share in cost in the construction, installation, or maintenance of the public infrastructure improvements.

6. Notice. All notices, requests, demands, and other communications under this Agreement or in connection therewith shall be given to or be made upon the respective parties hereto as set forth on the page of this Agreement bearing the signature of the duly authorized officers of Forest Hills and Metro in execution of this Agreement, or to such other address and to the attention of such other officer or persons as each of the parties hereto may specify by notice in writing to the other.

7. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or an person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil

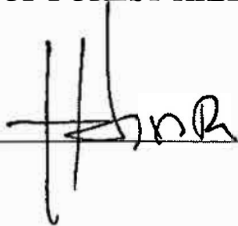
or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

8. Assignment--Consent Required. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of such assignment, no party shall be discharged or released from any of its obligations or duties contained herein.
9. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
10. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
11. Governing Law. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
12. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
13. Modification of Agreement. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
14. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
15. Waiver. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. Binding Effect. This Agreement shall not be binding upon the parties until it is approved by the Metropolitan Council and signed by all parties hereto.
17. Ownership of Intersection. Forest Hills and Metro agree that this Agreement shall not alter their respective ownership rights in the rights of way at the intersection of Lynnwood Boulevard and Tyne Boulevard or Metro's ownership of the streets located therein, or their

maintenance obligations to same. This Agreement relates only to the raised intersection public infrastructure improvements to be constructed and maintained by Forest Hills.

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Agreement effective as of the date first written above.


CITY OF FOREST HILLS:



Mayor

THE METROPOLITAN GOVERNMENT OF NASHVILLE and DAVIDSON COUNTY:

NASHVILLE DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE:



Director

METROPOLITAN MAYOR:

APPROVED AS TO AVAILABILITY OF FUNDS:



Finance Director

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

METROPOLITAN CLERK:



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

November 1, 2021

To: Marty Sewell, NDOT

Re: Tyne and Lynnwood Raised Intersection Agreement
Planning Commission Mandatory Referral #2021M-032AG-001
Council District #34 – Angie Henderson, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for an agreement between the City of Forest Hills and the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, (“NDOT”) for public infrastructure improvements (see sketch for details).

Conditions that apply to this approval: None.

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at Sharon.oconner@nashville.gov or [615-862-7208](tel:615-862-7208).

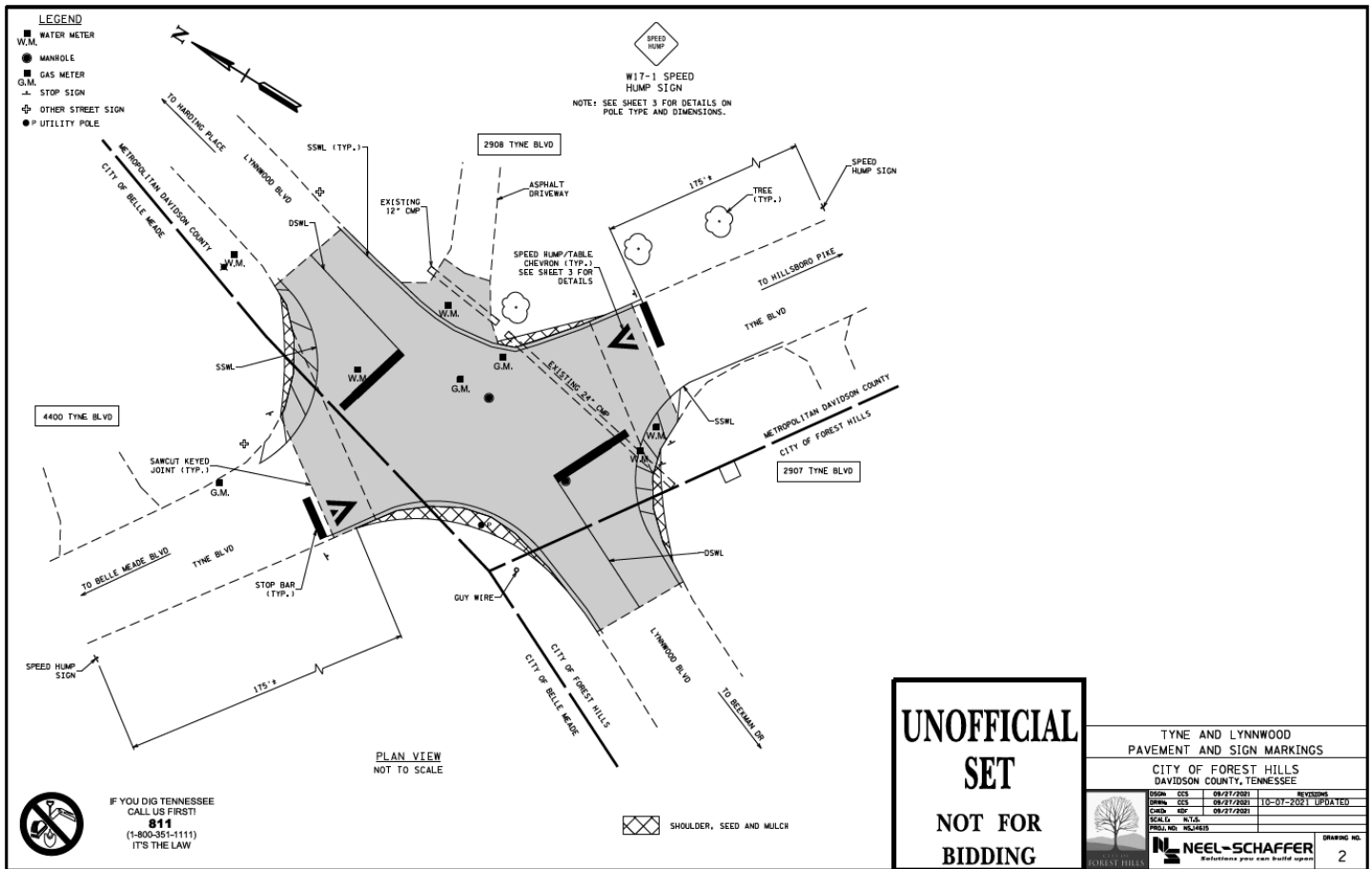
Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department

cc: Metro Clerk, Elizabeth Waites

Re: Tyne and Lynnwood Raised Intersection Agreement
Planning Commission Mandatory Referral #2021M-032AG-001
 Council District #34 – Angie Henderson, Council Member

A request for an agreement between the City of Forest Hills and the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, (“NDOT”) for public infrastructure improvements (see sketch for details).



SUBSTITUTE ORDINANCE NO. BL2021-971

An ordinance to amend Title 2 of the Metropolitan Code of Laws to create commission an organizational effectiveness study and performance audit assessing an Office of Housing and Homelessness or alternative organization.

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

Section 1. That Title 2 of the Metropolitan Code of Laws is hereby amended by adding the following new Chapter 2.63:

Chapter 2.63 –Organizational Effectiveness Study and Performance Audit for assessment of an Office of Housing and Homelessness or alternative organization.

2.63.010 – Assessment and Creation

There is hereby commissioned an organizational effectiveness study and performance audit to assess a proposed Office of Housing and Homelessness or alternatives thereto. Within sixty (60) days of the enacted date of this section, a resolution appropriating a supplemental allocation from undesignated fund balances of the General Fund of the General Services Fund shall be filed with the Metropolitan Clerk’s Office, appropriating therein funds sufficient to provide a comparative organizational effectiveness study and performance audit of (a) a proposed Office of Housing and Homelessness, and (b) the human services functions currently provided by the Metropolitan Government through the Metro Social Services Department, the Metro Action Commission, the Metro Planning Department, the Metropolitan Development and Housing Agency, and the Office of the Mayor. The study and audit, to be implemented and/or monitored by the Department of Finance of the Metropolitan Government, shall include assessments of the workforce development activities, provision of homelessness services, and affordable housing activities of each entity, including peer city comparisons, with the objective of determining organizational structures that most effectively and efficiently address:

- (1) the promotion of affordable housing in Nashville and Davidson County;
- (2) providing expertise and coordinating a community response to homelessness;
- (3) providing resources regarding affordable housing and homelessness throughout Nashville and Davidson County;
- (4) providing staff and resources for the Metropolitan Homelessness Commission and the Nashville Davidson County Continuum of Care Homelessness Planning Council; and
- (5) assisting with the administration of the Metropolitan Housing Trust Fund Commission and the Barnes Fund for Affordable Housing.

Within one hundred eighty (180) days of adoption hereof, the Department of Finance shall submit a report to the Metropolitan Council summarizing the organizational effectiveness study and performance audit. Whereupon the Council may adopt legislation establishing an Office of Housing and Homelessness or such other office or organizational structure as may be recommended.

~~There is hereby created an Office of Housing and Homelessness, which shall consist of a director and other such officers and employees as may be deemed necessary by the director. The director shall be appointed by the mayor and shall be an unclassified service employee.~~

~~2.63.020 – Duties of office.~~

~~The duties of the office of housing and homelessness shall include, but not limited to, the following: (1) the promotion of affordable housing in Nashville and Davidson County; (2) providing expertise and coordinate a community response to homelessness; (3) providing resources regarding affordable housing and homelessness throughout Nashville and Davidson County; (4) providing staff and resources for the Metropolitan Homelessness Commission and the Nashville Davidson County Continuum of Care Homelessness Planning Council; and (5) assisting with the administration of the Metropolitan Housing Trust Fund Commission and the Barnes Fund for Affordable Housing.~~

~~2.63.030 – Personnel.~~

~~All employees of the Homeless Impact Division of Metropolitan Social Services, the Affordable Housing Program Manager, and the Director of Housing Program shall be transferred to the Office of Housing and Homelessness.~~

~~Section 2. That Section 2.144.020 of the Metropolitan Code of Laws is amended by deleting subsection E and replacing it with the following:~~

~~E. The Metropolitan Homelessness Commission staff shall be known as the Metro Homeless Impact Division and shall be housed within the Office of Housing and Homelessness. The Metro Homeless Impact Division shall provide staff and resources to assist the Nashville Davidson County Continuum of Care Homelessness Planning Council in carrying out the duties and responsibilities established by this chapter.~~

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

INTRODUCED BY:

Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-973

Mr. President –

I hereby move to amend Ordinance No. BL2021-973 as follows:

I. By amending Section 1 to modify the proposed definition of “Vicious dog” as follows:

“Vicious dog” means any dog that, without provocation:

1. Chases, displays threatening or aggressive behavior, or otherwise endangers the safety of any human being or domestic animal, unless such dog is securely confined by a physical or electric fence or other enclosure;
2. Shows a propensity or tendency to attack any human being or domestic animal, unless such dog is securely confined by a physical or electric fence or other enclosure; or
3. Attacks a human being or domestic animal one or more times.

SPONSORED BY:

Emily Benedict
Member of Council

AMENDMENT NO. _____
TO
SUBSTITUTE ORDINANCE NO. BL2021-842

Mr. President –

I hereby move to amend Ordinance No. BL2020-458 as follows:

- I. By amending Section 1 to amend proposed Section 16.28.190 as follows:
If the application for a permit under this chapter and the drawings filed therewith describe work which does not conform to the requirements of this chapter or other pertinent laws or ordinances, the director of codes administration shall not issue a permit, but shall return the drawings to the applicant with ~~his~~ their refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reasons therefore.

- II. By amending Section 2 to amend proposed subsection 16.28.195.B as follows:

B. Prior to the issuance of a demolition permit or a building permit where a portion of the structure is proposed to be removed for a structure ~~which, individually or as part of a group of structures, is listed or is eligible for listing on the National Register of Historic Places, meets the criteria of T.C.A. § 7-51-1201 as determined by the historic zoning commission, and/or that~~ is included in a historic overlay district, the responsible contractor and any subcontractor shall submit signed affidavits that they have reviewed the permit to be approved including any related preservation permit and understand the limits of the demolition work to be done.

INTRODUCED BY:

Tom Cash
Member of Council

SUBSTITUTE ORDINANCE NO. BL2021-893

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM20-A-NS zoning for property located at 123 Elmhurst Avenue, at the northwest corner of Lucile Street and Elmhurst Avenue (0.13 acres), all of which is described herein (Proposal No. 2021Z-056PR-001).

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

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

By changing from RS5 to RM20-A-NS zoning for property located at 123 Elmhurst Avenue, at the northwest corner of Lucile Street and Elmhurst Avenue (0.13 acres), being Property Parcel No. 289 as designated on Map 071-14 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

INTRODUCED BY:

Sean Parker
Member of Council

2021Z-056PR-001
Map 071-14, Parcel(s) 289
Subarea 05, East Nashville
District 05 (Sean Parker)
Application fee paid by: MP HOME SOLUTION PRO INC

A request to rezone from RS5 to RM20-A-NS zoning for property located at 123 Elmhurst Avenue, at the northwest corner of Lucile Street and Elmhurst Avenue (0.13 acres), requested by MP Home Solutions Pro, applicant; MP Home Solutions Pro LLC and Rhow Properties LLC, owners.



SUBSTITUTE ORDINANCE NO. BL2021-931

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IR and OR20 to SP zoning on properties located at ~~704~~ 701 41st Ave N, 4105 Clifton Avenue and Clifton Avenue (unnumbered), 4018 Indiana Avenue, and 4020 Indiana Avenue, approximately 475 feet west of 40th Ave N, (5.11 acres), to permit 112 multifamily residential units, all of which is described herein (Proposal No. 2021SP-004-001).

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

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

By changing from IR and OR20 to SP zoning on properties located at ~~704~~ 701 41st Ave N, 4105 Clifton Avenue and Clifton Avenue (unnumbered), 4018 Indiana Avenue, and 4020 Indiana Avenue, approximately 475 feet west of 40th Ave N, (5.11 acres), to permit 112 multifamily residential units, being Property Parcel Nos. 189, 190, 191, 192, 207, 208 as designated on Map 091-12 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 091 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to a maximum of 112 multi-family residential units. Short term rental property, owner occupied short term rental property, not-owner occupied shall be prohibited

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

1. With the final site plan, reorient units which front onto the side of adjacent units.
2. The stacked units which are oriented perpendicular to 41st avenue should be reoriented to front onto 41st avenue.
3. With the final site plan, reorient the stacked units in the south western portion of the site to front Indiana Avenue.
4. Comply with all conditions and recommendations of Metro agencies.
5. A sidewalk which meets the local street standard, a 4' wide grass strip and 5' wide sidewalk, shall be constructed along the southern frontage of parcel 09112020200.
6. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.

7. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
8. On the corrected set, update Note 27 under Standard SP Notes as follows: Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, or a material substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP, as authorized by BL2021-932.

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

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

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the RM40 zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

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

INTRODUCED BY:

Brandon Taylor
Member of Council

2021SP-004-001
41ST AVENUE
Map 091-12, Parcel(s) 189-192, 207-208
Subarea 08, North Nashville
District 21 (Brandon Taylor)
Application fee paid by: Toll Bros., Inc

A request to rezone from IR and OR20 to SP zoning on properties located at 704 701 41st Ave N, 4105 Clifton Avenue and Clifton Avenue (unnumbered) 4018 Indiana Avenue, and 4020 Indiana Avenue, approximately 475 feet west of 40th Ave N, (5.11 acres), to permit 112 multifamily residential units, requested by Kimley Horn, applicant; Hoosier Capital, L.P., owner.



SUBSTITUTE ORDINANCE NO. BL2021-932

An ordinance to authorize building material restrictions and requirements for BL2021-931, a proposed Specific Plan Zoning District located at located at ~~704~~ 701 41st Ave N, 4105 Clifton Avenue and Clifton Avenue (unnumbered), 4018 Indiana Avenue, and 4020 Indiana Avenue, approximately 475 feet west of 40th Ave N, (5.11 acres) (Proposal No. 2021SP-004-001). **THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS.**

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

Section 1. That the following building material restrictions and requirements as a part of BL2021-931, a proposed Specific Plan Zoning District located at 704 41st Ave N, 4105 Clifton Avenue and Clifton Avenue (unnumbered), 4018 Indiana Avenue, and 4020 Indiana Avenue, are hereby authorized:

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

Section 2. That this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Brandon Taylor
Member of Council

AMENDMENT NO. ____
TO
SUBSTITUTE ORDINANCE NO. BL2021-955

Mr. President –

I hereby move to amend Ordinance No. BL2020-458 as follows:

- III. By attaching preliminary SP plans as shown in Exhibit A
- IV. By amending Section 3 by adding the following conditions:
 - 7. Change all references to “Concept Plan” and “Cluster Lot Subdivision” on the preliminary SP plans to “Preliminary SP Plan”.
 - 8. Change all references to “Subdivision” in the preliminary SP plans to “SP”.
 - 9. Change case number to “2021Z-087PR-001”
 - 10. Change the proposed zoning listed in the preliminary SP plans to “SP”.
- III. By amending Section 6 as follows:

Section 6. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations, and requirements of ~~the RS15~~ zoning districts as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

INTRODUCED BY:

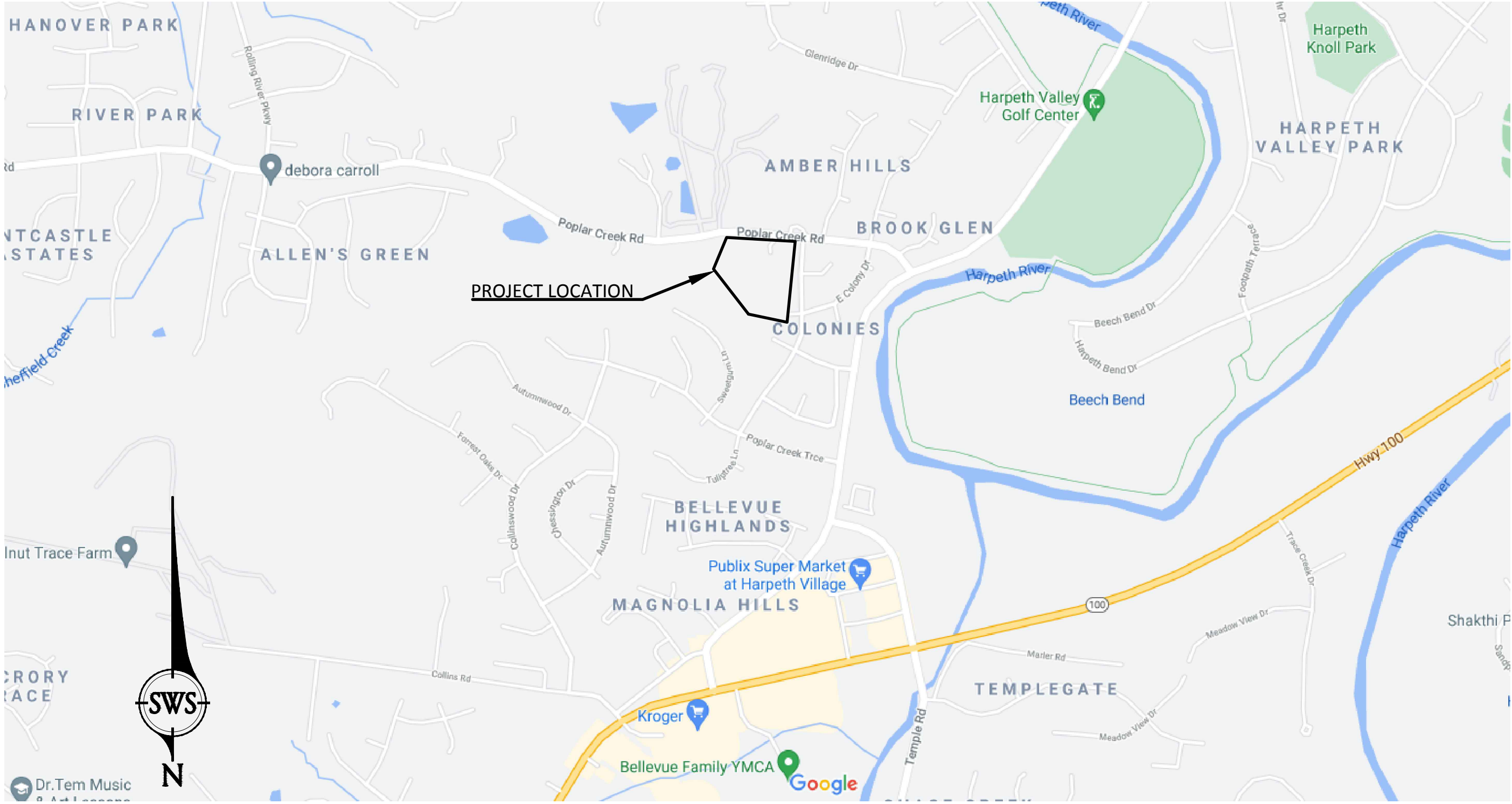
Dave Rosenberg
Member of Council

7959 POPLAR CREEK

Exhibit A

NASHVILLE, TN 37221

CLUSTER LOT SUBDIVISION
24 SINGLE FAMILY LOTS



VICINITY MAP
N.T.S.

SHEET SUMMARY

- COVER
- BOUNDARY AND TOPOGRAPHIC SURVEY
- C1.0 – CONCEPT PLAN
- C1.1 – CONCEPT PLAN WITH TOPO

DEVELOPMENT SUMMARY

COUNCIL DISTRICT: 35
 COUNCIL MEMBER: DAVE ROSENBERG

OWNER: ABDULLAH ARSHAD & EGBERT REGEIRO
 MIDDLE TENNESSEE PROPERTIES, LLC
 105 RUSSELL ST
 HAYTI, MO 63851

ENGINEER: PRESTON AYER, P.E.
 SWS ENGINEERING, INC.
 951-704-0890

SUBDIVISION NAME: POPLAR CREEK SUBDIVISION
 SUBDIVISION CASE #: 2021S-164-001
 MAJOR CLUSTER LOT SUBDIVISION

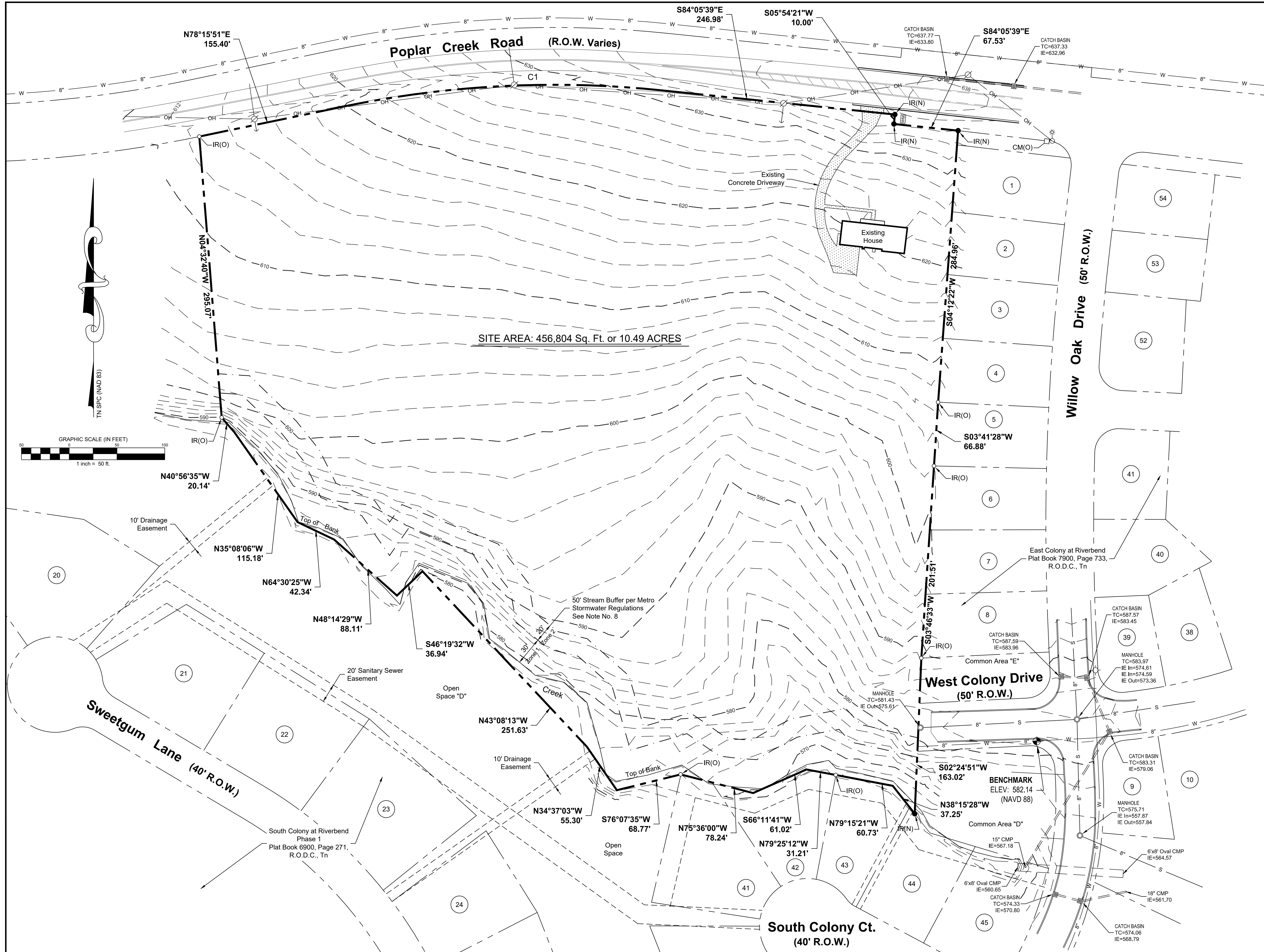
PROPERTY ADDRESS: 7959 POPLAR CREEK ROAD
 PARCEL ID: 15500022200
 AREA: 10.49 ACRES
 CURRENT ZONING: RS40
 FEMA FIRM: NO. 47037C0337H, EFFECTIVE DATE APRIL 5, 2017, ZONE X

PROPOSED ZONING: RS15, CLUSTER LOT OPTION
 MIN. AREA REQUIRED: 15,000 SF X 10 = 150,000 SF
 AREA PROVIDED: 10.49 ACRES = 456,804 SF
 NET ACERAGE: 456,804 SF X 0.85 = 388,283
 LOTS ALLOWED: 388,283 / 15,000 = 25.88, 26
 LOTS PROPOSED: 24
 MIN. LOT SIZE PROPOSED: 7,500 SF
 MIN. LOT SIZE ALONG POPLAR CREEK ROAD: 13,500 SF
 OPEN SPACE REQUIRED: 0.15 X 456,804 = 68,521 SF
 OPEN SPACE PROVIDED: LOTS A,B,C = 164,550
 ACTIVE OPEN SPACE: 94,289 SF = 2.2 AC
 PASSIVE OPEN SPACE: 70,261 SF = 1.6 AC
 PHASING: SINGLE PHASE

SETBACKS
 MINOR STREET: 20'
 POPLAR CREEK: 40'
 SIDE YARD: 5'
 REAR YARD: 20'



DATE: 04/05/21 9:23am by:preston.ayer
 FILE: Z:\Projects\2021\21-150\PRD\Construct\Concept Plan\21-150_COVER.dwg



MAP REFERENCE
Parcel 222.00 as shown on Davidson County Property Map 155-00.

DEED REFERENCE
Joseph Keaton Bell, Et Al of record in Instrument No. 20190515-0045842, Register's Office for Davidson County, Tennessee.

- SURVEYOR'S NOTES**
- The property is located at 7959 Poplar Creek Road, Nashville, Tennessee 37221 and is zoned RS40.
 - The entire property is located in an area designated as Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain) on FEMA FIRM Community Map Panel No. 47037C0337H, effective date April 5, 2017.
 - Utilities shown hereon were taken from visible structures in the field. Verification of existence, size, location and depth should be confirmed with the appropriate utility sources.
 - Bearings shown hereon based on Geodetic North.
 - Elevations shown hereon based on North American Vertical Datum 1988 using Global Navigation Satellite Systems (GNSS) dual frequency receiver, Leica ATX1230GG, GPS/Glonass SmartAntenna and Tennessee Department of Transportation (TDOT) Continuously Operated Reference Station (CORS) Network.
 - This is a Terrestrial Positioning System (TPS) Survey Using the Following Equipment and Criteria:
 - Leica TCPR1205 Robotic Total Station
 - Horizontal Datum Based on North American Datum (NAD) 83(07) with All Dimensions Shown Hereon Being Ground Values
 - Ratio of Precision > 1:10,000
 - A title report was not furnished to this surveyor, therefore, this survey is subject to the findings of current title search.
 - The designated 50' Stream Buffer shown hereon based on a 141-acre drainage basin calculated from USGS StreamStats application. Per Metro Stormwater Regulations, drainage basins greater than 100 acres but less than 1 square mile are required to provide a 50' Stream Buffer (Zone 1 = 30' and Zone 2 = 20') from top of bank on both sides of stream. The Stream Buffer is subject to the findings of an environmental assessment for stream classification and a current flood study.
 - All building setbacks to be evaluated and determined by Metro Zoning prior to any new construction.

SURVEYOR'S CERTIFICATE
I Certify That This Plat and the Survey on Which it is Based Were Made on the Ground Under My Direct Supervision in Accordance with the February 15, 2015 Minimum Standards of Practice For Land Surveyors Pursuant to Tennessee Code Annotated Section 62-18-105(d) and 62-18-106(c) Chapter 0820-03-05 Established by the Tennessee Board of Examiners of Land Surveyors. The Field Work was Completed on May 4, 2021.
I Further Certify That There are No Encroachments or Projections Other Than Those Shown.
I Further Certify That This Survey is True and Correct to the Best of My Knowledge and Belief.

By: *Jack Whitson*
TNR.L.S. No.: 1732 Date: May 6, 2021



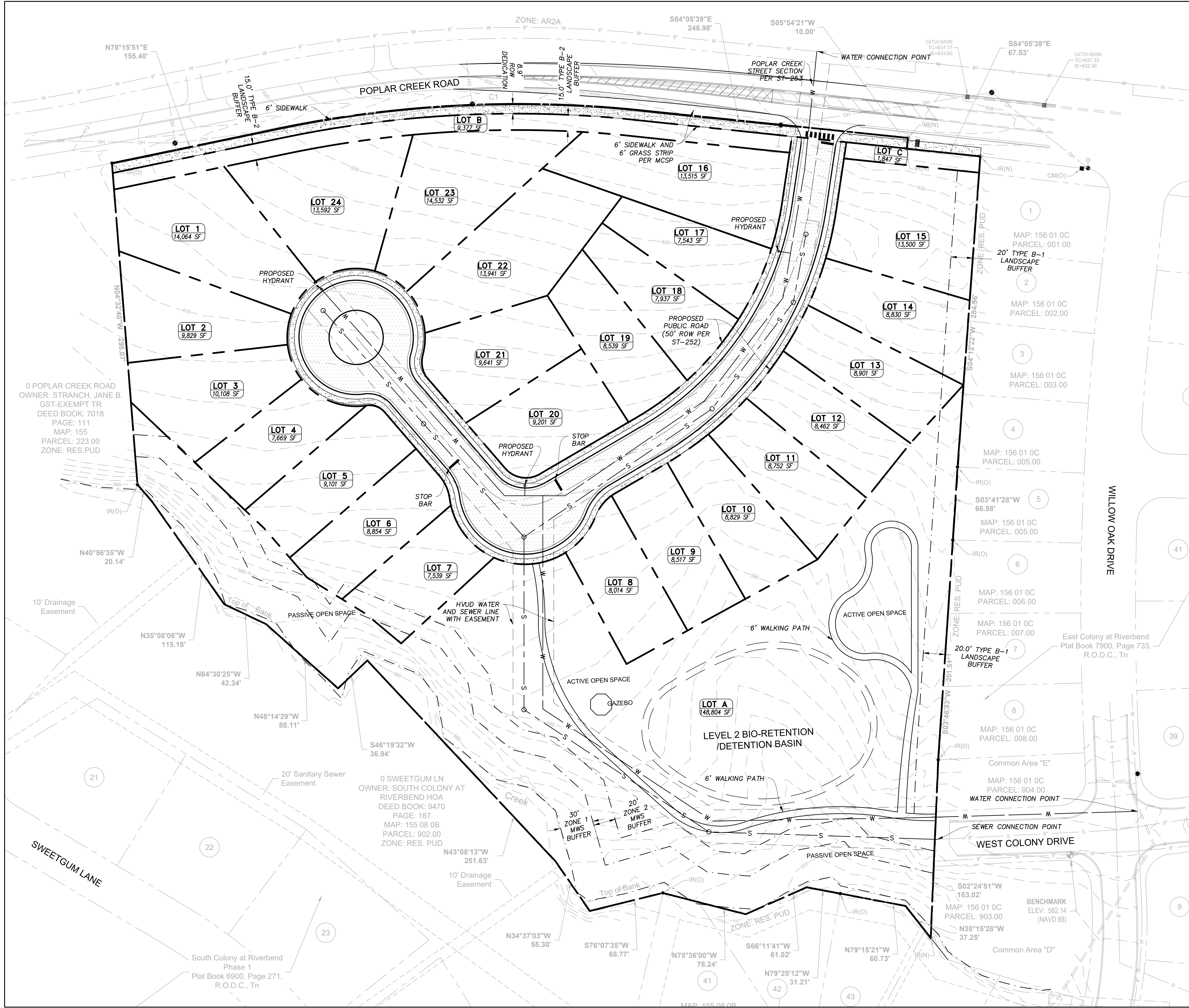
UTILITY DISCLAIMER
THE UNDERGROUND UTILITIES HAVE NOT BEEN PHYSICALLY LOCATED. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THERE ARE NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THIS SURVEY DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) NOR MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.

Curve Table					
Curve #	Radius	Length	Delta	Chord Direction	Chord Length
C1	1078.95'	331.89'	17°37'29"	N87°04'35"E	330.59'

- LEGEND**
- Utility Pole
 - Utility Pole w/Lamp
 - Overhead Utility Line
 - Sanitary Sewer
 - Water Line
 - Water Meter
 - Iron Rod (Old)
 - Iron Rod (New)
 - Fence

BOUNDARY and TOPOGRAPHIC SURVEY
OF
7959 POPLAR CREEK ROAD
35th COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
FOR
LARENCE RITTER PROPERTIES, LLC

SURVEYOR
WAMBLE & Associates, PLLC
Civil Engineering - Land Surveying - Land Planning



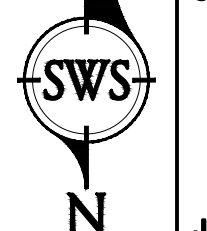
0 POPLAR CREEK ROAD
 OWNER: STRANCH, JANE B.
 GST-EXEMPT TR
 DEED BOOK: 7018
 PAGE: 111
 MAP: 155
 PARCEL: 223.00
 ZONE: RES.PUD

0 SWEETGUM LN
 OWNER: SOUTH COLONY AT
 RIVERBEND HOA
 DEED BOOK: 9470
 PAGE: 187
 MAP: 155 08 0B
 PARCEL: 902.00
 ZONE: RES. PUD

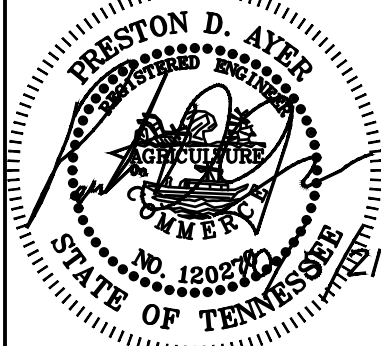
South Colony at Riverbend
 Phase 1
 Plat Book 6900, Page 271,
 R.O.D.C., Tn

PARCEL ID: 15500022200

PROJECT BENCHMARK
 ELEV: 582.14 (NAVD 88)



SWS ENGINEERING, INC.
 CIVIL ENGINEERING • LAND PLANNING • SURVEYING
 24 ALBANY SPRING COURT, SUITE 400
 NASHVILLE, TN 37211
 615.744.4444
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FOR CITY REVIEW
 NOT FOR CONSTRUCTION

CONCEPT PLAN
7959 POPLAR CREEK RD
 NASHVILLE, TENNESSEE 37221
 24 SINGLE FAMILY LOT CLUSTER SUBDIVISION

REV.	DATE	COMMENTS
1	8/17/2021	PLANNING COMMENT REVISIONS
2	10/5/2021	LAYOUT REVISION

DRWN: PA
 BY: PA

SHEET 4 OF 4

C1.1

JOB NO: 21-150