



# **Metropolitan Council**

**PROPOSED AMENDMENTS PACKET  
FOR THE COUNCIL MEETING OF  
THURSDAY, DECEMBER 4, 2025**

# Table of Contents

001	Amendment 1 to Ordinance No. BL2025-1006
003	Amendment 2 to Ordinance No. BL2025-1006
004	Amendment 3 to Ordinance No. BL2025-1006
007	Amendment 4 to Ordinance No. BL2025-1006
008	Substitute Ordinance No. BL2025-1089
042	Substitute Ordinance No. BL2025-1131
047	Substitute Resolution No. RS2025-1655
049	Amendment 1 to Resolution No. RS2025-1660
050	Amendment 2 to Ordinance No. RS2025-1660
051	Amendment to Resolution No. RS2025-1676
061	Amendment to Resolution No. RS2025-1677
071	Amendment to Ordinance No. BL2025-1150
076	Amendment to Ordinance No. BL2025-1113
078	Amendment to Ordinance No. BL2025-1114
080	Substitute Ordinance No. BL2025-1005
161	Amendment 1 to Ordinance No. BL2025-1005
162	Amendment 2 to Ordinance No. BL2025-1005
163	Amendment 3 to Ordinance No. BL2025-1005
164	Amendment 4 to Ordinance No. BL2025-1005
165	Amendment 5 to Ordinance No. BL2025-1005
166	Amendment 6 to Ordinance No. BL2025-1005
167	Amendment 7 to Ordinance No. BL2025-1005
168	Second Substitute to Ordinance No. BL2025-1007
175	Amendment 1 to Ordinance No. BL2025-1007
176	Amendment 2 to Ordinance No. BL2025-1007
179	Amendment 3 to Ordinance No. BL2025-1007
180	Amendment 4 to Ordinance No. BL2025-1007
181	Amendment to Ordinance No. BL2025-1061



AMENDMENT NO. 1  
TO  
ORDINANCE NO. BL2025-1006

Madam President,

I move to amend Ordinance No. BL2025-1006, as follows:

- I. By amending Section 1 as follows:

Section 1. That Section 17.04.060 of the Metropolitan Code is amended by inserting the following definitions:

"Footprint" means the area delineated by the outer edge of the foundation of a building, any second-floor cantilevers, or carports, whichever is greater.

"Story, Half" (Syn. or Attic Story) means a conditioned space that rests primarily underneath the slope of the roof, usually having dormer windows. The half story is identified by the ".5" in the description of maximum height (Example: 2.5). This space shall be considered a full story when its top wall plates, on at least two opposite exterior walls, are greater than four (4) feet above the floor of such story. A dormer shall not occupy more than fifty percent of any roof face. The ridge of any dormer shall be at least two feet (2') below the roof ridge, with its sidewalls inset at least two feet (2') from the edge of the roof or the sidewalls of any other dormer and its front wall inset at least two feet (2') from the wall below.

- II. By amending Section 2 to replace the existing Exhibit A with the Exhibit A attached herein.

Sponsored by:

---

Jennifer Gamble  
Member of Council

## EXHIBIT A

**Table 17.12.020A**  
**SINGLE-FAMILY AND TWO-FAMILY DWELLINGS**

Zoning District	Minimum Lot Area (in sq. ft.)	Maximum Building Coverage	Minimum Rear Setback (in ft.)	Minimum Side Setback (in ft.)	Maximum Height
RS30, R30	30,000	0.30	20	15	≥ 2.5 stories See Note 6
RS20, R20	20,000	0.35	20	10	≥ 2.5 stories See Note 6
RS15, R15	15,000	0.35	20	10	≥ 2.5 stories See Note 6
RS10, R10	10,000	0.40	20	5	≥ 2.5 stories See Note 6
R8, R8-A	8,000	0.45	20	5	≥ 2.5 stories See Note 6
RS7.5, RS7.5-A	7,500	0.45	20	5	≥ 2.5 stories See Note 6
R6, R6-A	6,000	0.50	20	5	≥ 2.5 stories See Note 6
RS5, RS5-A	5,000	0.50	20	5	≥ 2.5 stories See Note 6
RS3.75, RS3.75-A	3,750	0.60	20	3	≥ 2.5 stories See Note 6

Note 4: In addition to the height restrictions in [Section] 17.12.060, the height of two detached dwelling units on a single lot cannot exceed a ratio of 1.0 horizontal to 1.5 vertical for each structure. ~~Maximum height shall be measured from the natural grade. The natural grade shall be determined based on the average elevation of most exterior corners of the front facade, to the roof line. Natural grade is the base ground elevation prior to grading.~~ The appropriate height shall be determined by the metro historic zoning commission for properties within a historic overlay. Notwithstanding the above provisions, two-family structures legally constructed prior to the effective date of this ordinance may remove the connector required under the previous definition of two-family, regardless of the height of the units.

Note 6: Maximum height to eave/parapet limited to 24 feet; maximum height to roof ridge line limited to 35 feet, excluding elevator or stair bulkheads and chimneys or flues. If fifty percent or more of the existing structures on the same block face and oriented to the same street are more than 35 feet in height, then the maximum height is limited to 3 stories in 45 feet. Any exposed foundation in an existing structure on the same block face and oriented to the same street shall count toward the height of that structure.

Note 7: For all districts, height shall be measured from the average grade plane post-development.

AMENDMENT NO. 2  
TO  
ORDINANCE NO. BL2025-1006

Madam President,

I move to amend Ordinance No. BL2025-1006 by deleting Section 7 in its entirety and replacing it with the following:

Section 7. This Ordinance shall take effect ~~upon publication of above said notice announcing such change in a newspaper of general circulation on May 31, 2026,~~ the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

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Jacob Kupin  
Member of Council

AMENDMENT NO. 3  
TO  
ORDINANCE NO. BL2025-1006

Madam President,

I move to amend Ordinance No. BL2025-1006 by deleting Exhibit A in its entirety and replacing it with the attached Exhibit A.

SPONSORED BY:

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Jacob Kupin  
Member of Council

## Exhibit A

Table 17.12.020A

### SINGLE-FAMILY AND TWO-FAMILY DWELLINGS

Zoning District	Minimum Lot Area (in sq. ft.)	Maximum Building Coverage	Minimum Rear Setback (in ft.)	Minimum Side Setback (in ft.)	Maximum Height
RS30, R30	30,000	0.30	20	15	3 2.5 stories <u>See Notes 6 &amp; 7</u>
RS20, R20	20,000	0.35	20	10	3 2.5 stories <u>See Notes 6 &amp; 7</u>
RS15, R15	15,000	0.35	20	10	3 2.5 stories <u>See Notes 6 &amp; 7</u>
RS10, R10	10,000	0.40	20	5	3 2.5 stories <u>See Notes 6 &amp; 7</u>
R8, R8-A	8,000	0.45	20	5	3 2.5 stories <u>See Notes 6 &amp; 7</u>
RS7.5, RS7.5-A	7,500	0.45	20	5	3 2.5 stories <u>See Notes 6 &amp; 7</u>
R6, R6-A	6,000	0.50	20	5	3 2.5 stories <u>See Notes 6 &amp; 7</u>
RS5, RS5-A	5,000	0.50	20	5	3 2.5 stories <u>See Notes 6 &amp; 7</u>
RS3.75, RS3.75-A	3,750	0.60	20	3	3 2.5 stories <u>See Notes 6 &amp; 7</u>

Note 4: In addition to the height restrictions in [Section] 17.12.060, the height of two detached dwelling units on a single lot cannot exceed a ratio of 1.0 horizontal to 1.5 vertical for each structure. ~~Maximum height shall be measured from the natural grade. The natural grade shall be determined based on the average elevation of most exterior corners of the front facade, to the roof line. Natural grade is the base ground elevation prior to grading.~~ The appropriate height shall be determined by the metro historic zoning commission for properties within a historic overlay. Notwithstanding the above provisions, two-family structures legally constructed prior to the effective date of this ordinance may remove the connector required under the previous definition of two-family, regardless of the height of the units.

Note 6: Maximum height to eave/parapet limited to 24 feet; maximum height to roof ridge line limited to 35 feet, excluding elevator or stair bulkheads and chimneys or flues. If fifty percent or more of the existing structures on the same block face and oriented to the same street are more than 35 feet in height, then the maximum height is limited to 3 stories in 45 feet. Any exposed foundation in an existing structure on the same block face and oriented to the same street shall count toward the height of that structure.

Note 7: Within the area bounded to the north by Interstate 65, to the west by Interstates 65 & 40, to the south by Interstate 40, and to the east by Interstate 24, the maximum allowed height shall be 3 stories in 45 feet.

Note 8: For all districts, height shall be measured from the average grade plane post-development.

AMENDMENT NO. 4  
TO  
ORDINANCE NO. BL2025-1006

Madam President,

I move to amend Ordinance No. BL2025-1006 by adding the following as a new Section 6 and renumbering subsequent sections:

Section 6. The Planning Department shall prepare a report to the Metropolitan Council on the number of building permits generated, number of dwelling units added, and infrastructure costs incurred by the Metropolitan Government resulting from this legislation. Such report shall include the specified data created from the date of passage of this ordinance through January 31, 2027, and shall be published and presented to the Metropolitan Council no later than April 30, 2027.

SPONSORED BY:

\_\_\_\_\_  
Thom Druffel  
Member of Council

## SUBSTITUTE ORDINANCE NO. BL2025-1089

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 amending an SP for property located at 3839 Murfreesboro Pike, approximately 277 feet north of Old Hickory Boulevard (65.32 acres), and located within the Murfreesboro Pike Urban Design Overlay (UDO) district to permit a mixed-use development, all of which is described herein (Proposal No. 2008SP-002-005).

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 amending an SP for property located at 3839 Murfreesboro Pike, approximately 277 feet north of Old Hickory Boulevard (65.32 acres), and located within the Murfreesboro Pike Urban Design Overlay (UDO) district to permit a mixed-use development, being Property Parcel No. 041 as designated on Map 164 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 plan, which was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and the Metropolitan Clerk's Department, and 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 164 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 ~~235 multi-family residential units~~ 174 multi-family residential units and 61 single-family residential units in Zone 1; a maximum of 25,000 square feet of ~~commercial space permitted uses as outlined in the plan for Zone 2;~~ and a maximum of 500,000 square feet of permitted uses as outlined in the plan for Zone 3 ~~industrial space.~~ Short term rental property – owner occupied and 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. Comply with all conditions and requirements of Metro reviewing agencies.~~
1. With the final site plan, pedestrian connections from residential units to Hobson Pike shall be provided.
2. With the final site plan, additional landscaping along Hobson Pike shall be provided to meet the intent of a scenic arterial boulevard.
3. Comply with all conditions and requirements of Metro Reviewing Agencies.
4. 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.

5. 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.
6. A final plat may be required prior to permitting.
7. No master permit or HPR shall be recorded on the property prior to final site plan approval.

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 RM9 zoning district for Zone 1, the MUG zoning district for Zone 2, and the IWD zoning district for Zone 3 as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 9. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

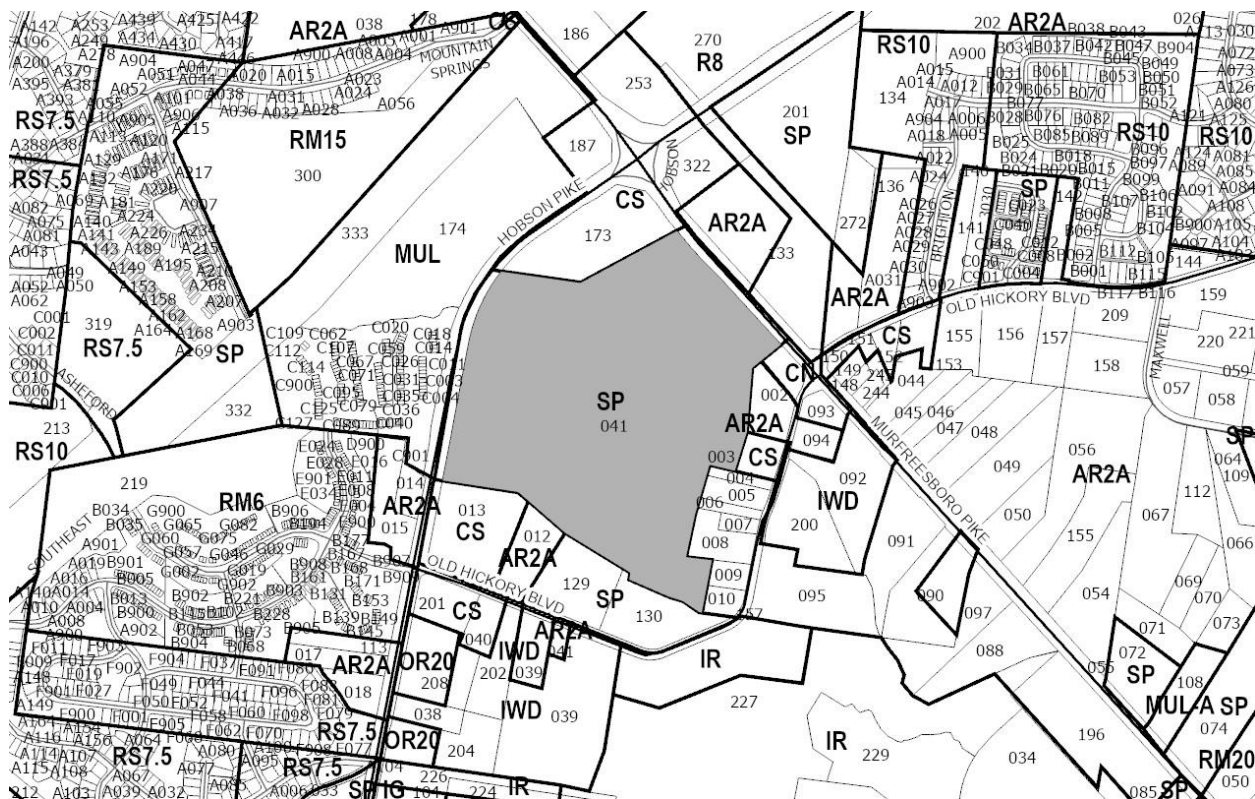
INTRODUCED BY:

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Joy Styles  
Member of Council

2008SP-002-005  
3839 MURFREESBORO PIKE MIXED USE DEVELOPMENT  
Map 164, Parcel(s) 041  
Subarea 13, Antioch - Priest Lake  
District 32 (Joy Styles)  
Application fee paid by: William Irby

A request to amend an SP for property located at 3839 Murfreesboro Pike, approximately 277 feet north of Old Hickory Boulevard (65.32 acres), and located within the Murfreesboro Pike Urban Design Overlay (UDO) district to permit a mixed-use development, requested by Kimley-Horn, applicant; Hobson Pike Land, LLC, owners.







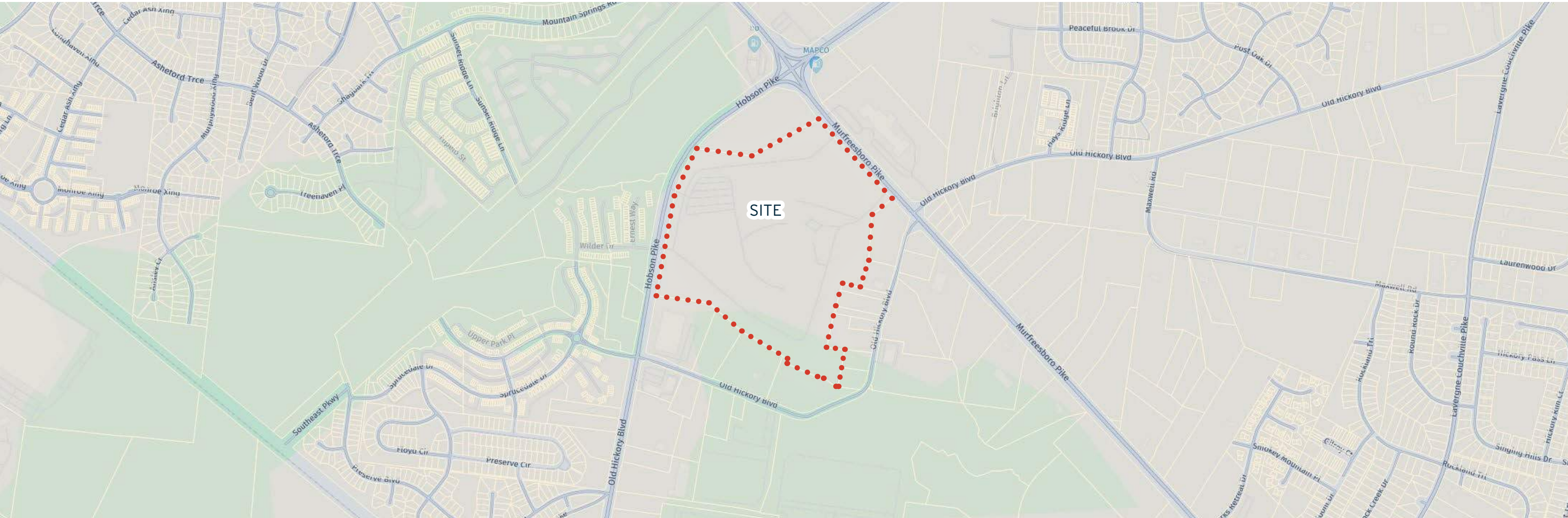
3839 MURFREESBORO PIKE  
MIXED USE DEVELOPMENT

Preliminary Specific Plan Document

MPC #: 2008SP-002-005

Date: 9/3/2025





Site Info

Site is on +/- 65.324 acres of land located at 3839 Murfreesboro Road, Antioch, Tennessee 37013

Owner

Hobson Pike Land LLC  
9550 W. Higgins Rd, Ste 550  
Rosemont, IL 60018 USA  
Attn: Britton T Winterer  
BWinterer@linklogistics.com

Developer

Link Logistics  
13727 Noel Rd. - Suite 750  
Dallas, Texas 75240 USA  
Attn: Andy Beck  
ABeck@linklogistics.com



Applicant / Land Planner

Kimley-Horn  
10 Lea Avenue - Suite 400  
Nashville, TN 37210 USA  
Attn: Josh Rowland  
Josh.Rowland@Kimley-Horn.com



Engineer / Traffic

Kimley-Horn  
10 Lea Avenue - Suite 400  
Nashville, TN 37210 USA  
Attn: Kennedy Adams  
Kennedy.Adams@Kimley-Horn.com



Engineer / Civil

Kimley-Horn  
10 Lea Avenue - Suite 400  
Nashville, TN 37210 USA  
Attn: Deaton Hildabrand  
Deaton.Hildabrand@Kimley-Horn.com



Residential Architect

Dahlin Group  
5865 Owens Drive  
Pleasanton, CA 94588 USA  
Attn: Sill Thomas  
Sill.Thomas@dahlingroup.com



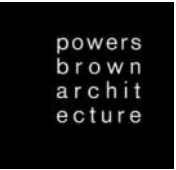
Commercial Architect

Field Paoli Architects  
711 Market Street - Second Floor  
San Francisco, CA 94103 USA  
Attn: Ben Griffin  
BRG@FieldPaoli.com



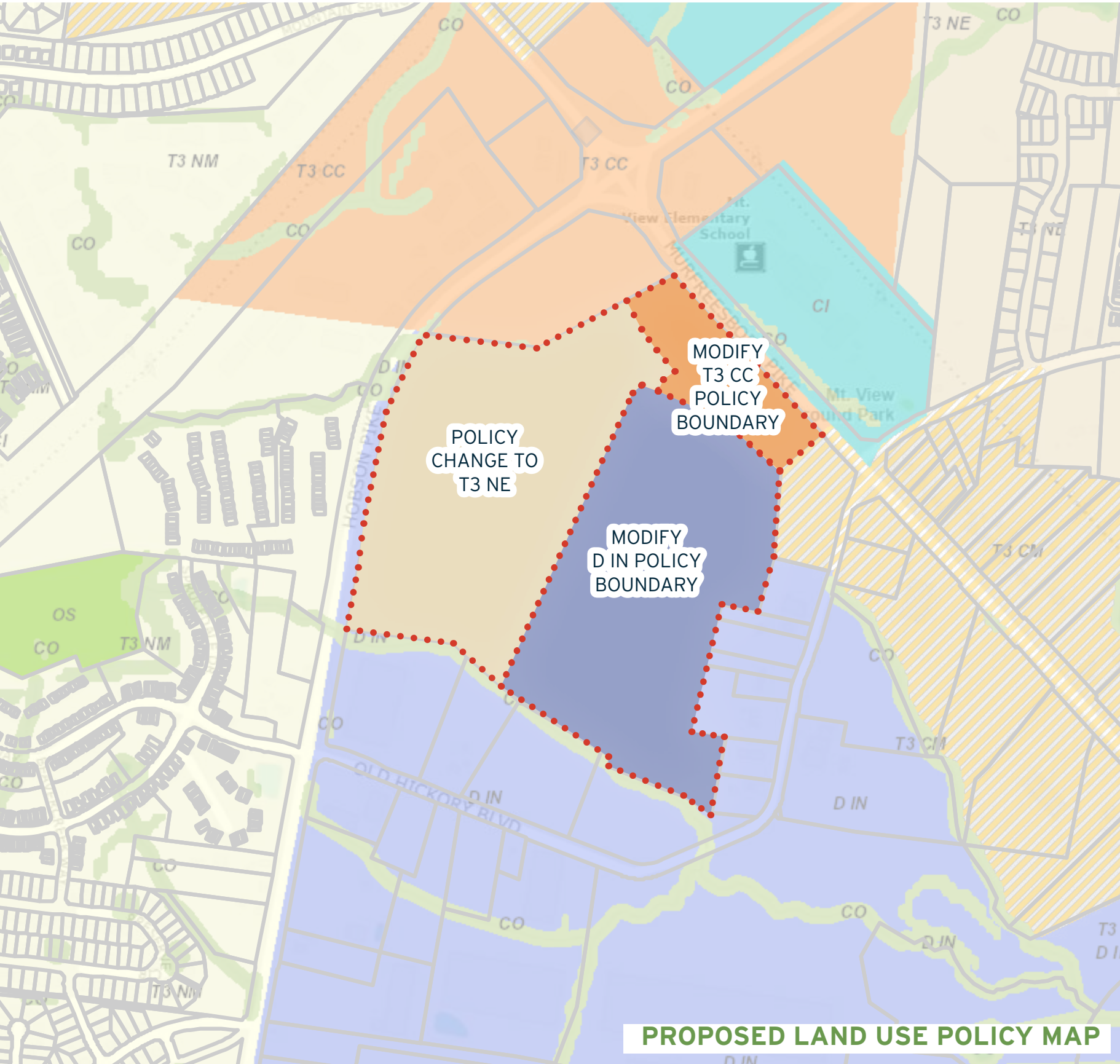
Industrial Architect

Powers Brown Architecture  
1720 Peachtree St. NW - Suite 305  
Atlanta, GA 30309 USA  
Attn: Scott Thompson  
Thompson@PowersBrown.com





# PROJECT OVERVIEW | ZONING AND LAND USE POLICY



## EXISTING LAND USE POLICY & ZONING:

Parcel #: 16400004100 - 65.32 Ac.  
Address: 3839 Murfreesboro Pk.  
Land Use Policy: T3CC and D-IN  
Zoning: SP, Case No. 2008SP-002-003



## PROPOSED LAND USE POLICY & ZONING

### Land Use Policy:

The proposed Community Plan amendment modifies a recent amendment, approved in 2020, that was intended to support an SP application that did not obtain Metro Council approval at that time. This proposed amendment reduces the District Industrial Policy (D IN) to incorporate a residential policy (T3 NE) area, which is more compatible with other residential policy areas located along Hobson Pike to the north. The existing T3 CC policy fronting Murfreesboro Pike is maintained with minor modifications to reflect the new SP zoning master plan.

### Zoning:

The property currently has an SP zoning dating back to 2008 for a mixed-use development consisting of commercial, office, multi-family residential, and single-family residential uses.

This application proposes a new SP zoning to allow for a vibrant mixed-use development that celebrates the storied history of the Starwood Amphitheater, providing residential, commercial, and business park uses. The residential neighborhood is located along, and accessed from, Hobson Pike, offering single-family homes and multifamily townhomes, both providing alley loaded and front loaded garage products. The residential development area also provides open space uses including: a neighborhood park with a clubhouse and swimming pool, a pedestrian trail with interpretive exhibits highlighting the history of Starwood Amphitheater, and a venue park offering a pavilion for outdoor gatherings and performances with an open lawn area for audiences and passive recreation. The commercial development area is located along, and accessible from, Murfreesboro Pike, offering a variety of potential retail, restaurant, and performance space uses. A light-industrial business park use is located in the rear of the development, accessible from Old Hickory Blvd., providing new facilities for local businesses and the opportunity for job creation in the region.



PROJECT OVERVIEW | EXISTING CONDITIONS

LAND DESCRIPTION (PER TITLE COMMITMENT)

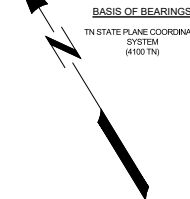
The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:  
Being a parcel of land in the Second Civil District 5 of Nashville, Davidson County, Tennessee, lying in the southwest quadrant of the intersection of Murfreesboro Road, and Hobson Pike being more particularly described as follows: Beginning at an iron pin in the south margin of Murfreesboro Road at the southeast corner of herein described tract; Thence, leaving said margin with the west line of Deoples of record in Instrument No. 200505130054550, R.O.D.C. the following calls: S 45° 09' 01" W, 255.38 feet to an iron pin, S 42° 13' 20" E, 88.00 feet to an iron pin, S 18° 04' 13" W, 283.59 feet to an iron pin; Thence, with Boggs Subdivision of record in Plat Book 8250, page 763, R.O.D.C. S 15° 36' 28" W, 249.39 feet to an iron pin in the north line of Layton Adams of record in Book 10450, page 32, R.O.D.C.; Thence, with said Adams, N 73° 26' 36" W, 159.67 feet to an iron pin; Thence, with said Adams and David Mason of record in Book 4509, page 278, R.O.D.C. S 18° 57' 51" W, 414.59 feet to an iron pin in the west line of Luther Marie Vaughn of record in Book 11180, page 657, R.O.D.C.; Thence, continuing with said Vaughn, S 12° 03' 33" W, 106.54 feet to an iron pin; Thence, with Vaughn, S 58° 23' 47" E, 186.50 feet to an iron pin; Thence, with the west line of Kathryn Buffington of record in Instrument No. 200602220020910, R.O.D.C., and Remedios Trail of record in Instrument No. 20060410046044, R.O.D.C. S 12° 29' 46" W, 340.07 feet to an iron pin; Thence, with the north line of Randall Yeargin of record in Book 9248, page 668, R.O.D.C., being Lot No. 2 of Clifton Acres of record in Plat Book 5050, page 94, R.O.D.C., the following calls: N 77° 10' 14" W, 71.59 feet to an iron pin, N 25° 51' 40" W, 54.43 feet to a point, N 71° 24' 20" W, 96.62 feet to a point, N 67° 11' 05" W, 276.89 feet to a point, N 17° 43' 29" E, 40.00 feet to a point, N 58° 36' 39" W, 72.53 feet to a point at the northeast corner of Billy Spaulding of record in Book 5281, page 746, being Lot No. 1 of said Clifton Acres; Thence, with said Spaulding, N 58° 36' 39" W, 402.58 feet to an iron pin; Thence, with the north line of William Yeargin of record in Book 5014, page 290, R.O.D.C., N 53° 47' 20" W, 151.53 feet to a point; Thence, N 47° 35' 55" W, 139.10 feet to an iron pin; Thence, with the north line of William Hawkins, Trustee of record in Instrument No. 20020820102015, R.O.D.C., N 46° 29' 00" W, 90.96 feet to an iron pin; Thence, N 62° 24' 22" W, 469.63 feet to an iron pin in the east margin of Hobson Pike; Thence, with said Hobson Pike the following calls: N 11° 05' 41" E, 280.50 feet to an iron pin, N 16° 46' 55" E, 100.50 feet to an iron pin, N 11° 02' 23" E, 441.02 feet to a right-of-way monument; With a curve concave to the east having a central angle of 07° 59' 51", a radius of 1085.92 feet and a chord of N 14° 51' 37" E, 151.46 feet for an arc length of 151.59 feet to a right-of-way monument, N 27° 17' 47" E, 93.99 feet to a right-of-way monument, N 26° 25' 54" E, 140.84 feet to an iron pin, N 21° 09' 45" E, 96.82 feet to a right-of-way monument, N 38° 02' 55" E, 40.27 feet to a right-of-way monument; Thence, leaving said margin, with the south line of Starwood Amphitheater Operating Company of record in Instrument No. 200302070017626, R.O.D.C., S 80° 51' 32" E, 454.55 feet to an iron pin; Thence, N 61° 31' 47" E, 685.56 feet to an iron pin in the south margin of Murfreesboro Road; Thence, with said margin the following calls: S 39° 36' 40" E, 231.31 feet to an iron pin, S 50° 46' 06" E, 101.83 feet to an iron pin, S 42° 15' 11" E, 601.89 feet to the point of beginning; Containing 2,845,324 square feet or 65.32 acres, more or less.  
Being the same property conveyed to PBR&T Partnership, a Tennessee general partnership from Orange Murfreesboro Holdings, LLC, a Tennessee liability company by deeds of record in Instrument No. 201703100024067 and Instrument No. 201703100024068, in the Register's Office for Davidson County, Tennessee.

TOPOGRAPHY NOTES:

BASIS OF ELEVATIONS:  
ELEVATIONS SHOWN HEREON WERE BASED ON GPS OBSERVATIONS TOGETHER WITH AN OPUS SOLUTION, TAKEN ON 10/02/2020. CONTOURS SHOWN HEREON (1 FT INTERVAL) ARE NOT BASED UPON GROUND SHOTS AND CROSS SECTIONS. CONTOURS SHOWN HEREON ARE PER AERIAL SURVEY PROVIDED BY ACCU-AIR SURVEYS, INC. (11337-A AVE. WEST, SEYMOUR, IN) AND PROVIDED TO THE SURVEYOR.

TABLE A NOTES:

- ITEM 2: THE PHYSICAL ADDRESS OF THE SITE WAS OBTAINED FROM METRO NASHVILLE GIS VIEWER.
- ITEM 3: THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS OF "C" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 4703700411H, WITH AN EFFECTIVE DATE OF APRIL 5, 2017. IN METRO NASHVILLE, STATE OF TENNESSEE WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- ITEM 6A: NO ZONING REPORT PROVIDED TO SURVEYOR.
- ITEM 16: THERE WAS NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- ITEM 17: THERE WAS NO EVIDENCE OF RECENT CHANGES IN STREET RIGHT OF WAY LINES. THERE WAS NO EVIDENCE OF RECENT OR STREET SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- ITEM 18: THERE WAS NO WETLAND DELINEATION OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.



STARWOOD AMPHITHEATER OPERATING COMPANY  
INST. NO. 200302070017069

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MAP LEGEND

ZONE 1: 29.81 AC

- Park Townhomes (Rear Load)
- Hobson Townhomes (Rear Load)
- Trail Townhomes (Front Load)
- Active Adult Townhomes (Rear Load)
- Cottage Single Family Houses (Rear Load)
- Standard Single Family Houses (Front Load)
- Large Single Family Houses (Front Load)
- Open Space (Active)
- Open Space (Passive)

ZONE 2: 5.84 AC

- Commercial

ZONE 3: 29.67 AC

- Business Park

NOTES:

The final site plan/building permit site plan shall depict the required sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the grass strip or frontage zone.

With any final site plan, compliance with the Murfreesboro Pike UDO will be required.

All landscape standards of Chapter 17.24 of the Zoning Code will be met at Final SP unless indicated otherwise.

Preliminary Storm Water Note: Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to storm water approval/comments only. The final lot count and details of the plan shall be governed by the appropriate storm water regulations at the time of the final application.



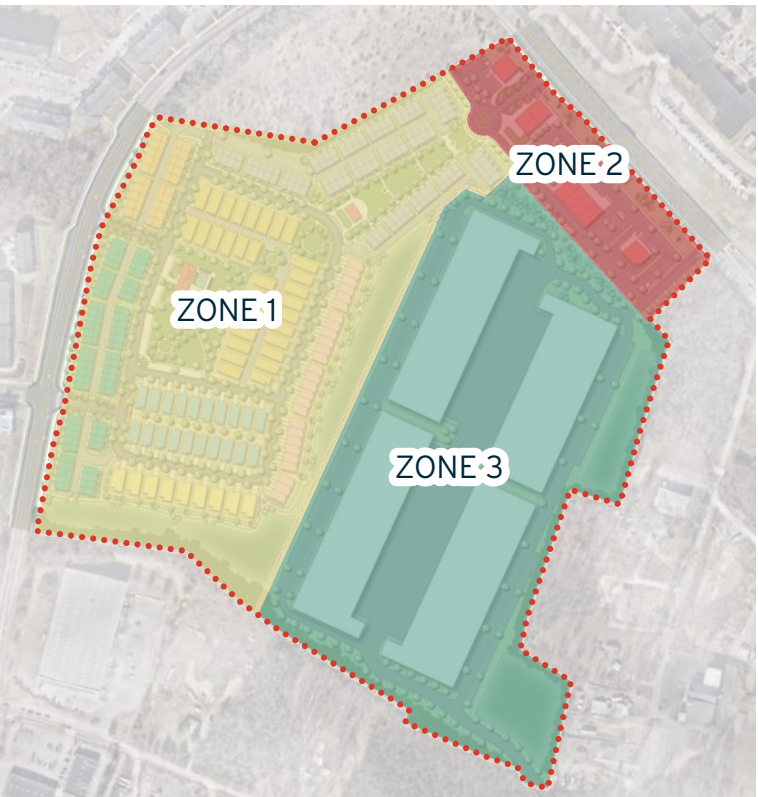
# MASTER PLAN | SITE WIDE BULK STANDARDS & REGULATIONS

The purpose of this SP is to receive preliminary approval to permit the development of a 65.32 acre mixed-use development as shown. For any development standards, regulations and requirements not specifically shown on the SP plan and /or included as a condition of Council approval, the property shall be subject to the standards, regulations and requirements of the following zone districts and CCM Policy.

- Zone 1 - RM9 / T3NE
- Zone 2 - MUG / T3CC
- Zone 3 - IWD / D-IN

Minor modifications to the Preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council, that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved. The Planning Department may allow the nature of the existing and future land uses and site conditions in the general vicinity.

The proposed development includes the following uses: Residential Uses for 174 residential town home units, 61 residential single family units; Commercial Uses (retail / restaurant / entertainment) for up to 25,000 s.f.; Business Park / Light Industrial Uses for up to 500,000 s.f.





# ZONE 1 | SITE BULK STANDARDS & REGULATIONS

The design intent of **Zone 1** is to provide a mix of town home and single-family residential product types that will provide housing choices for residents of the greater community. Buildings will front public streets, private drives, and green space areas and will be organized internally to frame and engage common open space areas such as the proposed Neighborhood Park and Venue Park.

Bulk Standard	ZONE 1
Primary District Height	3 Stories in 35 ft. (See Note B for Height Measurement Standards)
Residential Uses	235 Dwelling Units Max.
Residential Density	235 DU / 29.81 AC = 7.88 DU / AC
Maximum FAR	N/A
Impervious Surface Ratio (ISR)	0.7
Build-to-Zone	10'-20'
Rear/Side Setback	5'
Min. Building Separation	5'

- Minimum Lot Sizes:
- Cottage Single Family Lots: 3,750 SF min.
  - Standard Single Family Lots: 4,620 SF min.
  - Large Single Family Lots: 5,460 SF min.

- \*All product types not listed are to be HPR.\*

A. Modification for additional height may be approved for unique architectural features, rooftop mechanical equipment, stair bulkheads, and rooftop amenities.

B. Building height shall be measured from the average elevation (average of four most exterior corners) at finished grade (final ground elevation) to the plate height of upper level of building.

C. Build-to-zone to be measured from back of proposed sidewalks on public streets, private drives, and public open space. Adjustments to the build-to-zone may be allowed when proposed bioponds, utilities, or utility easements are within the build-to-zone. Stoops/stairs may encroach setbacks and build-to-zones.

D. Garage doors facing a private drive shall be setback a minimum of 20 ft. from back of proposed sidewalks.

E. Units along northeastern property line to be limited to 2 stories within 20'

Zone 1 Allowed Uses: Single-family, two-family, multi-family, community gardening non commercial, small outdoor music event, open space. All uses not specifically listed are prohibited including STRPS (owner occupied and non-owner occupied).





# ZONE 2 | SITE BULK STANDARDS & REGULATIONS

The design intent of **Zone 2** is to provide a mix of commercial uses along the Murfreesboro Pike frontage of the development. The commercial development area may provide restaurant, retail, and entertainment uses with indoor and outdoor spaces. Pedestrian circulation and connectivity is prioritized between commercial uses and to the adjacent residential development and venue park open space amenity area.

Bulk Standard	ZONE 2
Primary District Height	2 Stories in 30 ft. (See Note B for Height Measurement Standards)
Commercial Uses	25,000 sq.ft. gross leaseable area Retail, Restaurant, & Entertainment Uses
Maximum FAR	0.15
Impervious Surface Ratio ISR	0.85
Setback to Murfreesboro Pk.	30'
Rear/Side Setback	10'
Min. Building Separation	20'

A. Modification for additional height may be approved for unique architectural features, rooftop mechanical equipment, stair bulkheads, and rooftop amenities.

B. Building height shall be measured from the average elevation (average of four most exterior corners) at finished grade (final ground elevation) to the plate height of upper level of building.

C. Back of house and loading shall not face residential units or facades enfronting public streets.

Zone 2 Allowed Uses: Day care center, financial institution, general office, leasing / sales office, ATM, business service, liquor sales, personal care services, restaurant - full service, restaurant - take-out, retail, multimedia production, telecommunication facility, commercial amusement (inside). All uses not specifically listed are prohibited including alternative financial services and beer and cigarette market.





# ZONE 3 | SITE BULK STANDARDS & REGULATIONS

The design intent of **Zone 3** is to provide a light industrial business park located in the rear of the development. Business park buildings may provide office and warehouse areas inside of the building

Bulk Standard	ZONE 3
Primary District Height	1 Story in 50 ft. (See Note B for Height Measurement Standards)
Commercial Uses	500,000 sq.ft. gross leaseable area Light Industrial & Office Uses
Maximum FAR	0.50
Impervious Surface Ratio ISR	0.90
Front Setback at Vehicular Parking Bay	40'
Rear/Side Setback	20'
Min. Building Separation	30'

- A. Modification for additional height may be approved for unique architectural features, rooftop mechanical equipment, stair bulkheads, and rooftop amenities.
- B. Building height shall be measured from the average elevation (average of four most exterior corners) at finished grade (final ground elevation) to the plate height of upper level of building.
- Zone 3 Allowed Uses: All office and industrial uses allowed in IWD zoning. All uses not specifically listed are prohibited including compressor station, concrete plant, and tank farm.





**MASTER PLAN |** PARK AND OPEN SPACE CONCEPT



**OVERALL PARK & OPEN SPACE**



**1- STARWOOD TRIBUTE TRAIL**



**2- COMMONS PARK**



**3- THE LAWN**



ENLARGEMENTS | PARK AND OPEN SPACE CONCEPT



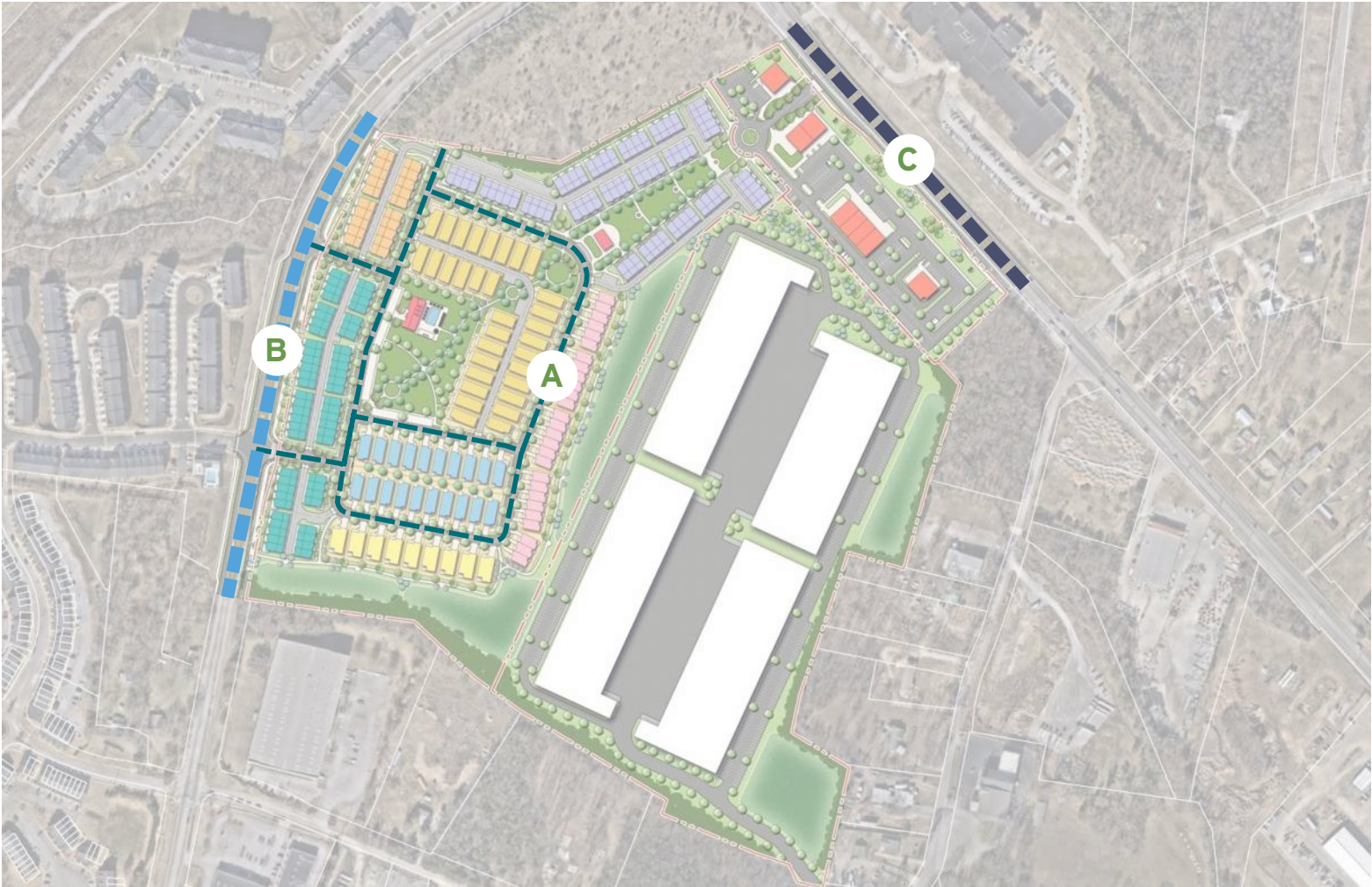


GENERAL NOTES

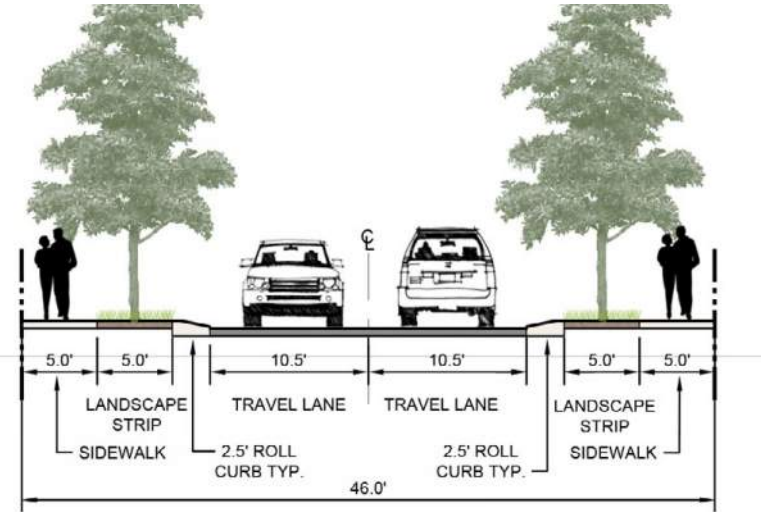
- Any required right-of-way within the project site that is identified as necessary to meet the adopted roadway plans shall be dedicated.
- Loading areas, back of house functions, and ride share locations shall be limited to spaces interior to the site or behind the structures off of public right-of-way.
- Developer will ensure bike lanes are continuous through intersections and that crosswalks are installed at public ROW intersections.
- All construction within public ROW shall comply w/ MPW standards and specs.
- All ROW dedication will occur prior to the issuance of building permits.
- Signs denoting “Now Entering Private Property” shall be installed at each connection between public roadways and private drives.

PARKING STANDARDS

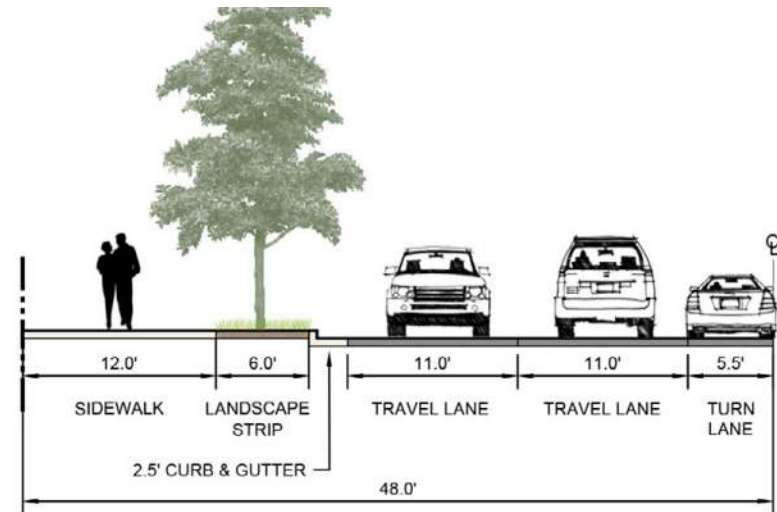
- Parking shall meet parking requirements of Title 17 at Final SP application.
- Bicycle parking shall be provided per Metro Standards.
- Landscape islands will be provided between every 15 continuous parking stalls minimum.



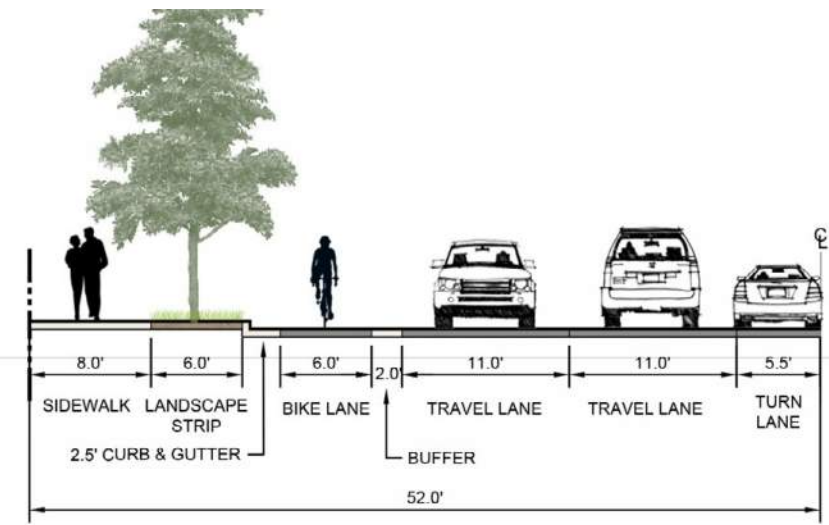
A. PRIVATE STREET - 46' R.O.W.



B. HOBSON PIKE - 48' HALF R.O.W.



C. MURFREESBORO PIKE - 52' HALF R.O.W.





Overall Standards

All landscaping shall be properly irrigated and maintained; if drought resistant plant material is used, irrigation shall not be required.

Where irrigation systems are not utilized or specified, all planting masses or individual trees shall be within 100’ from a functioning hose bid per Metro Urban Forestry requirements.

All plants shall be freshly dug, sound, healthy, vigorous, well branched, free of disease, insect eggs, and larvae, and shall have adequate root systems.

All container grown material shall be healthy, vigorous, well-rooted plants and established in the container in which they are sold. The plants shall have tops which are good quality and are in a healthy growing condition. All root bound plants shall be rejected.

Groups of shrubs shall be in a continuous mulch bed with smooth continuous lines.

Trees located within four feet of shrub beds shall share same mulch bed.

Finished planting beds shall be graded so as to not impede drainage away from buildings.

Plant locations may be adjusted in the field as necessary to be clear of drainage swales and utilities. If significant relocations are required, contractor shall contact landscape architect for approval. Failure to make such relocations known to the owner or landscape architect will result in contractor’s liability of plant materials.

Trees must remain vertical and upright for the duration of the guarantee period with guys and strapping shall be removed after one growing season.

The root crown to be at finished grade or no greater than a maximum of one inch higher (after settling) than finished grade.

The development of this project shall comply with the street tree, tree density, and tree replacement requirements of Metro Nashville. Landscape plan to be submitted in Final SP Submittal.

Street trees shall be provided along all street frontages at an average of thirty (30) linear feet on center and be 2” caliper minimum.

All landscaping shall be properly irrigated and maintained.

Where trees are planted in rows, they shall be uniform in size and shape.

Reference Metro L.I.D. Manual for design and planting materials for LID measures.

Ornamental trees may be used as street trees where existing conflicts with overhead utilities occur.

Metro tree density and tree replacement worksheets shall be utilized to calculate required planting.

Tree Density Note

Final Site Plan shall meet street tree, landscaping, and tree density requirements per Metro Zoning Code. Areas set aside for public right-of-way dedication, park and open space areas, and storm water detention and treatment areas may be omitted from the tree density calculation. When the entirety of required tree density cannot be met on site, contributions to the Metro Tree Bank is permitted.

Foundation Planting

Throughout the development where multifamily or commercial building foundations front to public or private roads, landscape foundation screening shall be provided.

Trash Screening

All trash dumpsters and/or containers shall be screened for approval per Metro Planning Staff review and approval at the Final SP Stage.

Planting Strips

Sidewalks along Public right-of-ways shall be separated from edge of street with a 6’ planting strip.

Sidewalks along Private right-of-ways shall be separated from the edge of street by a 4’ planting strip.

Anticipated Street Trees

The following trees shall be permitted as street trees within the R.O.W. Within this development. Variations to this list shall be approved by the metro Nashville Forrester prior to approval.



Green Vase Zelkova



Frontier Elm



Greenspire Little Leaf Linden



London Planetree



Sunburst Thornless Honeylocust



Flame Amur Maple  
NES Approved

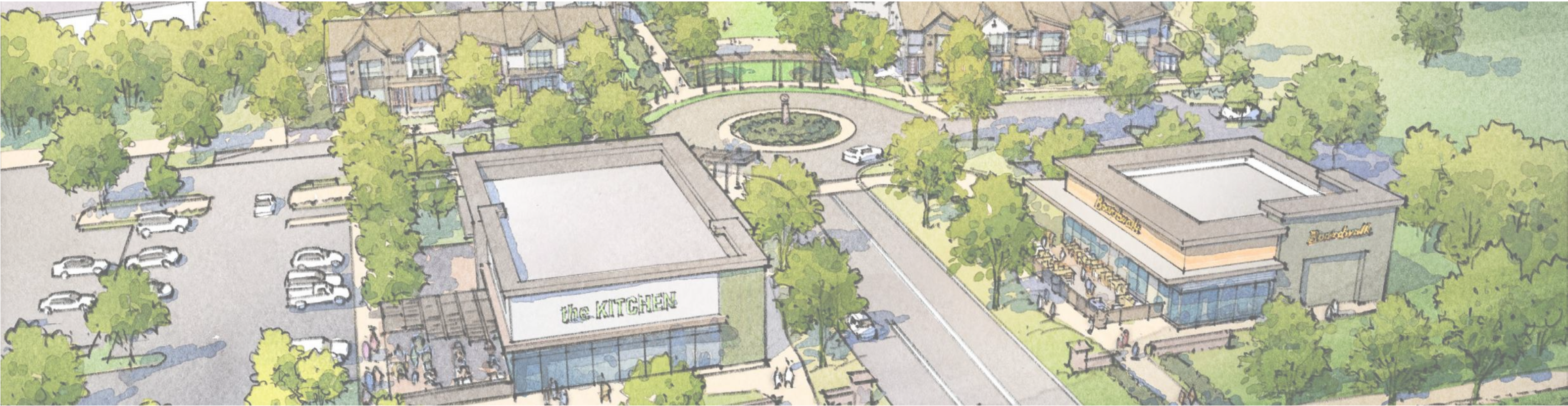


Lacebark Elm



Ginkgo





Site Design Guidelines

Establish seamless and intuitive movement for pedestrians and vehicles, both within the shopping center and with the surrounding community.

The shopping center should create an enjoyable experience for visitors and residents to walk from one building to the next. This can be achieved through enhanced paving materials, integrated benches, site lighting, trash enclosure screening, and strategic landscaping to create a pleasant and walkable experience.

Shell Building Design Guidelines

Building Expression/Style

The shopping center’s architectural style should be cohesive with contemporary while remaining contextual to the master development.

Building Height

Building heights are limited to a maximum of 30 feet. This helps maintain a human scale and prevents the complex from overwhelming the surrounding area. Variation in roof heights and the use of parapet walls can help create a more dynamic and less monolithic silhouette.

Enhanced Frontages

Prioritize higher end materials and glazing along Murfreesboro Pike to enhance curb appeal and activate the designated public facing walkways.

Materiality

Establish a cohesive and appealing aesthetic using durable and sustainable materials.

- Use a consistent and limited palette of durable, low-maintenance materials to create a unified look.
- Select materials that reflect the local architectural style or natural environment. Acceptable materials include:
  - A mix of vertical and horizontal wood or wood-like materials (e.g., board and batten, shiplap siding, and louvers/fins).
  - Aluminum composite panels and brake metal trims.
  - Tile, brick, or stone in a stacked orientation to maintain a modern aesthetic.
  - Plaster and EFIS with a light dash texture are acceptable in secondary locations. The façade should include control joints or reglets that relate to the primary materials and overall elevation design.
- Combine different textures and finishes within the approved residential color palette to add visual interest while maintaining a cohesive look throughout the master development.

Glazing

Maximize natural light, create a sense of openness, and provide visual connections between the interior and exterior.

- Utilize a substantial amount of glazing on public-facing facades to showcase the interior, creating a welcoming and active shopping experience. Storefronts should have a minimum height of 10 feet AFF (Above Finished Floor).
- Use high-performance glazing with low-emissivity (Low-E) coatings to reduce heat gain and improve the building’s energy efficiency.
- Use operable window systems for a more flexible indoor/outdoor experience for patron. The use of overhead doors or folding/sliding glass wall systems are encouraged.

Covered Seating Areas

Provide comfortable, protected spaces for visitors to rest and socialize, enhancing the user experience and encouraging longer stays.

- Seating areas must be strategically placed in the designated zones without obstructing pedestrian flow.
- Covered structures such as canopies and trellises should be incorporated at end cap tenants. Umbrellas are acceptable for smaller tenants.
- Offer a variety of seating types, including benches, individual chairs, and group tables, to accommodate different needs.

Tenant Design Criteria

Canopies and Awnings

All canopies and awnings must be designed to complement the building’s architecture and material palette. They should provide shade and weather protection without obstructing views or dominating the facade.

- Durable, weather-resistant materials are required. Acceptable materials include metal, high-quality fabric, and wood. The color of the material must be approved by the landlord.
- The size and projection of the canopy should be proportional to the storefront. A minimum clearance of 8 feet from the sidewalk to the bottom of the canopy is mandatory to ensure pedestrian safety.
- Tenant names or logos on canopies must be subtle and integrated into the design. Excessively large or brightly colored branding is not permitted.
- Integrated lighting, such as recessed downlights or subtle strip lighting, is encouraged. All wiring must be concealed within the canopy structure.

Lighting

Exterior lighting should be functional and create a pleasant ambiance without causing light pollution or glare. Lighting levels should be appropriate for the use of the space. Avoid bright, high-wattage lights.

Outdoor Patios and Furnishings

Patios should be designed as an extension of the interior space, providing a comfortable and well-maintained outdoor seating area. The layout must allow for clear pathways and accessibility.

- Patio enclosures, such as railings, low walls, or planters are acceptable.
- Patio furniture should be durable, comfortable, and contribute to the overall design of the space. All furniture must be commercial-grade and suitable for outdoor use.
- The furniture layout must be approved prior to installation. It should not impede pedestrian traffic or block access to the storefront.

Rooftop Screening

All rooftop equipment, including HVAC units, vents, and satellite dishes, must be completely screened from public view at street level and from adjacent properties.

- Screening should be constructed from materials that are compatible with the building’s exterior, such as architectural metal panels or decorative louvers. The material should be durable and low-maintenance.
- All screening should extend a minimum of 18 inches above the highest point of the equipment it is concealing.



PRODUCT INFORMATION:

- 1. PARK TOWNS
- 2. HOBSON TOWN
- 3. ACTIVE ADULT TOWNS
- 4. TRAIL TOWNS



STREETSCAPE VARIETY THROUGH RESIDENTIAL DESIGN:

Variations in floor plan type, elevation design, architectural design style are encouraged in order to achieve streetscape variety within the community and each product type. The intent is to create structural and spatial variety along residential streetscapes.

- 1. A minimum of 2 floor plan types is required per building.
  - a. All floor plans should provide covered exterior space (porch, deck or patio) located at the front of the plan.
- 2. 3 Plex: A minimum of two unit elevations are required per building.
- 3. 4 Plex: A minimum of two unit elevations are required per building.
- 4. 5 Plex and up: A minimum of three unit elevations are required per building.

COLORS AND MATERIALS:

Colors and materials create variety and diversity of the streetscape. When combined with the variation in floor plans and elevation styles, a variety of materials and colors support the creation of an aesthetically pleasing and diverse streetscape.

- 1. All units to include the following color and material elements selected from Color and Material palette on sheet 25. Material Selections should reflect architectural design style per notes on this sheet.
  - a. 1 base paint color
  - b. 1 accent color or material
    - i. Where accent materials are used, they are to be applied as noted in items 2 and 3.
    - ii. Where an accent paint color is selected, color to compliment base paint color.
  - c. 1 trim paint color or use of wood trim
- 2. At end units, all architectural treatments on the front elevation (e.g., fascia treatments such as stone veneer) shall be extended or wrapped a minimum distance four (4) feet along the side yard elevations,

MASSING AND ARTICULATION:

Massing and articulation are important design features to add interest across a building facade and create a sense of individuality for each town home unit. Massing and articulation should be provided through the following methods in order to avoid boxy and repetitive buildings.

- 1. One (1) change in plane (stepping back or popout) to be provided at the front elevation of each unit to provide a dynamic articulation across the building facade.
- 2. Roof lines along front elevation to vary at each townhome floor plan to achieve the appearance of individuality at each unit and provide variety in the street scape. Roof line variety can include a variation in roof plate height and the use of gables or dormers. Roof lines along front elevation will not match units immediately adjacent on either side.
- 3. Incorporation of single story roofs or single story elements such as covered porches or awnings along the street frontage to lower the building mass. Provide a minimum of one (1) single story roof or single story element per unit elevation.

- to the side yard fence, or to the point of the wall where there is change in plane. Such treatment shall accommodate and incorporate the location of any service panels flush against the building façade.
- 3. At center units, all architectural treatments on the front elevation (e.g., fascia treatments such as stone veneer) shall be terminated on an interior corner of the building massing articulation.
- 4. Select one primary roof material from colors and material on sheet 25 to be used at all Park Townhomes. Select 1 accent roof material to be used at roofs over decks, porches or enhanced corners.
- 5. Drain spouts shall be painted to match the trim color selected.

- 4. End units are to receive enhanced articulation in plan by creating extended or wrap around porches as well as additional articulation where site plan allows, such as those located on corner lots and those adjacent to streets.
- 5. All building elevations should meet or exceed the minimum percentage of openings as follows:
  - a. Front elevation to have thirty (30) percent of openings.
  - b. Back and side elevations to have fifteen (15) percent of openings.
- 6. Hobson Townhomes to allow for three story townhome plan option for units that sit directly along Hobson Pike. Three story plans to be implemented only at buildings with four units or more.
- 7. For units adjacent to side and rear property lines, A 1:1 side setback shall be maintained between the property line and the unit."

ARCHITECTURAL DESIGN STYLES:

Architectural design styles are used to define the aesthetic character of each product type and the overall community. The goal is to provide a variety of design styles that will appeal to a diverse group of buyers while establishing an overall character for the community.

The architectural design styles that are being implemented across the community include: Transitional, Traditional, and Modern Farmhouse.

Where product types define Primary, Secondary and Tertiary design styles, the Primary Architectural Design Style which should be applied to a minimum of 50% of units within each townhome building. Secondary and Tertiary Architectural Design styles should make up the remaining 50% of units at the discretion of the builder.

Trail Townhomes allow for a variety of architectural styles. In this product type, design styles are to be implemented at the building scale. Each Trail Townhome building to select one style from listed architectural design styles. Each unit within the building will comply with selected style.



# ARCHITECTURAL STANDARDS | PARK TOWNHOMES



- LEGEND**
- 1. End units include enhanced articulation through addition of wrap-around porch, additional changes in plane or enhanced architectural treatments.
  - 2. Material selection matches Color and Material Palette
  - 3. Changes of colors and materials to occur at inside corners
  - 4. Single story element at the front elevation of each unit
  - 5. A minimum of 1 change in plane (step forward or back) at each unit front elevation.
  - 6. Varying roof lines at each unit front elevation.

\*Architectural renderings are a representation of buildings that follow the design guidelines contained in this document. Building elevations submitted for approval during the final SP application process may vary.\*

## PRODUCT INFORMATION

1400 – 1900 SF  
3-4 BEDROOMS  
2 CAS - ALLEY LOADED GARAGES



## ARCHITECTURAL DESIGN STYLE:

### PRIMARY DESIGN STYLE: TRANSITIONAL

#### Roof:

- Shed roof with shallow roof slope (3:12 – 4:12 slope) along front elevation.
- Select 1 consistent roof color for all Park Townhomes to differentiate from other townhome types on the site.
- Projecting eaves (12"-16" deep) at select locations.

#### Exterior Walls:

- Primary cladding of board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows: (Minimum 20% of front facade)

- Offset windows.
- Transom windows where plan allows.

#### Special Features:

- Standing Seam Metal roof on porches.
- Railings with thin structure elements (i.e. cable railings, etc.).

### SECONDARY DESIGN STYLE: MODERN FARMHOUSE

#### Roof:

- Gable ends with steep roof pitch (6:12 – 12:12 slope) along front elevation.
- Select 1 consistent roof color for all Park Townhomes to differentiate from other townhome types on the site.
- Minimal eaves (0" – 12").

#### Exterior Walls:

- Primary cladding of fiber cement board and batten.
- Accent use of lap siding or panel siding, brick, or stone.

#### Windows:

- Single hung, casement, or offset windows.
- Windows to have window trim.

#### Special Features:

- Standing Seam Metal roof on porch.
- Wood columns at porches.





- LEGEND**
- 1. End units include enhanced articulation through addition of wrap-around porch, additional changes in plane or enhanced architectural treatments.
  - 2. Material selection matches Color and Material Palette
  - 3. Changes of colors and materials to occur at inside corners
  - 4. Single story element at the front elevation of each unit
  - 5. A minimum of 1 change in plane (step forward or back) at each unit front elevation.
  - 6. Varying roof lines at each unit front elevation.
  - 7. Three story plans to be implemented only at buildings with four units or more.

\*Architectural renderings are a representation of buildings that follow the design guidelines contained in this document. Building elevations submitted for approval during the final SP application process may vary.\*

PRODUCT INFORMATION

1400 – 1900 SF  
3-4 BEDROOMS  
2 CAS - ALLEY LOADED GARAGES

ARCHITECTURAL DESIGN STYLE:

PRIMARY DESIGN STYLE: TRADITIONAL

- Roof:**
- Shallow roof pitch (2:12 – 4:12 slope) with dormers along front elevation.
  - Select 1 consistent roof color for all Hobson Townhomes to differentiate from other townhome types on the site.
  - Projecting eaves (12"-16" deep) at select locations.
  - Decorative braces at gable ends.
- Exterior Walls:**
- Primary cladding of fiber cement board and batten, lap siding, or panel siding.
  - Accent use of brick or stone.
- Windows:** (Minimum 15% of front facade)
- Multi-pane windows with symmetrical mullions and muntins.
  - Single hung or casement windows.
- Special Features:**
- Square or tapered columns.
  - Heavy proportion on trims and columns.

SECONDARY DESIGN STYLE: TRANSITIONAL

- Roof:**
- Shed roof with shallow roof slope (3:12 – 4:12 slope) along front elevation.
  - Select 1 consistent roof color for all Hobson Townhomes to differentiate from other townhome types on the site.
  - Projecting eaves (12"-16" deep) at select locations.
- Exterior Walls:**
- Primary cladding of board and batten, lap siding, or panel siding.
  - Accent use of brick or stone.
- Windows:**
- Offset windows.
  - Transom windows where plan allows.
- Special Features:**
- Standing Seam Metal roof on porches.
  - Railings with thin structure elements (i.e. cable railings, etc.).





# ARCHITECTURAL STANDARDS | TRAIL TOWNHOMES



- LEGEND**
- 1. End units include enhanced articulation through addition of wrap-around porch, additional changes in plane or enhanced architectural treatments.
  - 2. Material selection matches Color and Material Palette
  - 3. Changes of colors and materials to occur at inside corners
  - 4. Single story element at the front elevation of each unit
  - 5. A minimum of 1 change in plane (step forward or back) at each unit front elevation.
  - 6. Varying roof lines at each unit front elevation.

\*Architectural renderings are a representation of buildings that follow the design guidelines contained in this document. Building elevations submitted for approval during the final SP application process may vary.\*

## PRODUCT INFORMATION

1700 – 2250 SF  
3-4 BEDROOMS  
2 CAR - FRONT LOADED GARAGES



## ARCHITECTURAL DESIGN STYLE: STYLE CAN VARY BETWEEN BUILDINGS. APPLY STYLE AT ALL UNITS WITHIN EACH BUILDING.

### DESIGN STYLE: TRANSITIONAL

#### Roof:

- Shed roof with shallow roof slope (3:12 – 4:12 slope) along front elevation.
- Select 1 consistent roof color for all Trail Townhomes to differentiate from other townhome types on the site.
- Projecting eaves (12"-16" deep) at select locations.

#### Exterior Walls:

- Primary cladding of board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows: (Minimum 15% of front facade)

- Offset windows.
- Transom windows where plan allows.

#### Special Features:

- Standing Seam Metal roof on porches.
- Railings with thin structure elements (i.e. cable railings, etc.).

### DESIGN STYLE: MODERN FARMHOUSE

#### Roof:

- Gable ends with steep roof pitch (6:12 – 12:12 slope) along front elevation.
- Select 1 consistent roof color for all Trail Townhomes to differentiate from other townhome types on the site.
- Minimal eaves (0" – 12").

#### Exterior Walls:

- Primary cladding of fiber cement board and batten.
- Accent use of lap siding or panel siding, brick, or stone.

#### Windows:

- Single hung, casement, or offset windows.
- Windows to have window trim.

#### Special Features:

- Standing Seam Metal roof on porch.
- Wood columns at porches.

### DESIGN STYLE: TRADITIONAL

#### • Roof:

- Shallow roof pitch (2:12 – 4:12 slope) with dormers along front elevation.
- Select 1 consistent roof color for all Trail Townhomes to differentiate from other townhome types on the site.
- Projecting eaves (12"-16" deep) at select locations.
- Decorative braces at gable ends.

#### Exterior Walls:

- Primary cladding of fiber cement board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows: (Minimum 15% of front facade)

- Multi-pane windows with symmetrical mullions and muntins.
- Single hung or casement windows.

#### Special Features:

- Square or tapered columns.
- Heavy proportion on trims and columns.



# ARCHITECTURAL STANDARDS | AGE TARGETED TOWNHOMES



- LEGEND**
- 1. End units include enhanced articulation through addition of wrap-around porch, additional changes in plane or enhanced architectural treatments.
  - 2. Material selection matches Color and Material Palette
  - 3. Changes of colors and materials to occur at inside corners
  - 4. Single story element at the front elevation of each unit
  - 5. A minimum of 1 change in plane (step forward or back) at each unit front elevation.
  - 6. Varying roof lines at each unit front elevation.

\*Architectural renderings are a representation of buildings that follow the design guidelines contained in this document. Building elevations submitted for approval during the final SP application process may vary.\*

## PRODUCT INFORMATION

1500-1800 SF  
3-4 BEDROOMS  
2 CAR - ALLEY LOADED GARAGES



## ARCHITECTURAL DESIGN STYLE:

- PRIMARY DESIGN STYLE: TRADITIONAL**
- Roof:**
- Shallow roof pitch (2:12 – 4:12 slope) with dormers along front elevation.
  - Select 1 consistent roof color for all Active Adult Townhomes to differentiate from other townhome types on the site.
  - Projecting eaves (12"-16" deep) at select locations.
  - Decorative braces at gable ends.
- Exterior Walls:**
- Primary cladding of fiber cement board and batten, lap siding, or panel siding.
  - Accent use of brick or stone.
- Windows:** (Minimum 20% of front facade)
- Multi-pane windows with symmetrical mullions and muntins.
  - Single hung or casement windows.
- Special Features:**
- Square or tapered columns.
  - Heavy proportion on trims and columns.

- SECONDARY DESIGN STYLE: MODERN FARMHOUSE**
- Roof:**
- Gable ends with steep roof pitch (6:12 – 12:12 slope) along front elevation.
  - Select 1 consistent roof color for all Active Adult Townhomes to differentiate from other townhome types on the site.
  - Minimal eaves (0" – 12").
- Exterior Walls:**
- Primary cladding of fiber cement board and batten.
  - Accent use of lap siding or panel siding, brick, or stone.
- Windows:**
- Single hung, casement, or offset windows.
  - Windows to have window trim.
- Special Features:**
- Standing Seam Metal roof on porch.
  - Wood columns at porches.



PRODUCT INFORMATION

- 1. COTTAGES
- 2. STANDARD SINGLE FAMILY
- 3. LARGE SINGLE FAMILY



STREETSCAPE VARIETY THROUGH RESIDENTIAL DESIGN:

Variations in floor plan type, elevation design, architectural design style are required in order to achieve streetscape variety within the community and each product type. The intent is to create structural and spatial variety along residential streetscapes.

- 1. A minimum of 2 floor plan types is required amongst Cottage Single Family Homes.
  - a. All floor plans to provide covered exterior living space (deck or patio) located at the front of the plan.
- 2. A minimum of two elevations are required per home.

To provide variety in available product types for Active Adults, Cottages and Standard Single Family product types to have options with ground floor primary suites where footprints allow.

COLORS AND MATERIALS:

Colors and materials create variety and diversity of the streetscape. A variety of materials and colors of the buildings when combined with the variation in floor plans and elevations styles will help in the creation of aesthetically pleasing diverse streetscape.

- 1. All units to include the following color and material elements selected from Color and Material palette on sheet 25. Material Selections should reflect architectural design style per notes on this sheet.
  - a. 1 base paint color
  - b. 1 accent color or material
    - i. Where accent materials are used, they are to be applied as noted in items 2 and 3.
    - ii. Where an accent paint color is selected, color to compliment base paint color.
  - c. 1 trim paint color or use of wood trim
- 2. At end units, all architectural treatments on the front elevation (e.g., fascia treatments such as stone veneer) shall be extended or wrapped a minimum distance four (4) feet along the side yard elevations,

MASSING AND ARTICULATION:

Massing and articulation are important design features to add interest across a building facade and create a sense of individuality in each home. Massing and articulation shall be provided through the following methods in order to avoid boxy and repetitive buildings within the community.

- 1. One (1) change in plane (stepping back or popout) to be provided at the front elevation of each home to provide a dynamic articulation across the building facade.
- 2. Roof lines along front elevation to vary to achieve the appearance of individuality at each home and provide variety in the streetscape. Roof design to coordinate with the architectural design style. Roof line variety can include a variation in roof plate height and the use of gables or dormers. Roof lines along front elevation will not match homes immediately adjacent on either side.
- 3. Incorporation of single story roofs or single story elements such as porches or awnings along the street frontage to lower the building mass. Provide a minimum of one (1) single story roof or single story element per elevation.

to the side yard fence, or to the point of the wall where there is change in plane. Such treatment shall accommodate and incorporate the location of any service panels flush against the building façade.

- 3. At center units, all architectural treatments on the front elevation (e.g., fascia treatments such as stone veneer) shall be terminated on an interior corner of the building massing articulation.
- 4. Select one primary roof material from colors and material on sheet 25 to be used at all Park Townhomes. Select 1 accent roof material to be used at roofs over decks, porches or enhanced corners.
- 5. Drain spouts shall be painted to match the trim color selected.

- 4. Homes located adjacent to parks, streets, or empty space on either side are to receive enhanced articulation in plan by creating extended or wrap around porches, additional openings, as well as additional articulation where site plan allows.
- 5. Windows and/or openings on side elevations must not be directly aligned to adjacent homes. Offsets of window and/or opening locations should be used when necessary to avoid direct views into neighboring spaces.
- 6. Windows and/or openings on each elevation must meet the required percentage of open to opaque surfaces as follows:
  - a. Front elevation to have twenty-five (25) percent of openings.
  - b. Back and side elevations to have fifteen (15) percent of openings.
- 7. For units adjacent to side and rear property lines, A 1:1 side setback shall be maintained between the property line and the unit."

ARCHITECTURAL DESIGN STYLES:

Architectural design styles are used to define the aesthetic character of each product type and the overall community. The goal is to provide a variety of design styles that will appeal to a diverse group of buyers while establishing an overall character for the community.

The architectural design styles that are being implemented across the community include: Transitional, Traditional, and Modern Farmhouse.

Each product type has a defined Primary Architectural Design Style which should be applied to a minimum of 50% of the homes within each single family product type. Secondary and Tertiary Architectural Design styles should make up the remaining 50% of homes at the discretion of the builder.



# ARCHITECTURAL STANDARDS | COTTAGE SINGLE FAMILY HOUSES



- LEGEND**
1. Architectural treatments on front elevations to wrap around to side of home.
  2. Material selection matches Color and Material Palette
  3. Changes of colors and materials to occur at inside corners
  4. Single story element at the front elevation of each home.
  5. A minimum of 1 change in plane (step forward or back) at the front elevation of each home.
  6. Varying roof lines at the front elevation of each home. Roof lines will not match adjacent homes.
  7. Homes positioned at the end of streets or adjacent to open space include enhanced articulation through the addition of wrap around porch or popouts.

\*Architectural renderings are a representation of buildings that follow the design guidelines contained in this document. Building elevations submitted for approval during the final SP application process may vary.\*

## PRODUCT INFORMATION

1800 – 2500 SF  
3 BEDROOMS  
2 CAR - ALLEY LOADED GARAGES



## ARCHITECTURAL DESIGN STYLE:

### PRIMARY DESIGN STYLE: TRADITIONAL

#### Roof:

- Shallow roof pitch (2:12 – 4:12 slope) with dormers along front elevation.
- Projecting eaves (12"-16" deep) at select locations.
- Decorative braces at gable ends.

#### Exterior Walls:

- Primary cladding of fiber cement board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows: (Minimum 12% of front facade)

- Multi-pane windows with symmetrical mullions and muntins.
- Single hung or casement windows.

#### Special Features:

- Square or tapered columns.
- Heavy proportion on trims and columns.

### SECONDARY DESIGN STYLE: TRANSITIONAL

#### Roof:

- Shed roof with shallow roof slope (3:12 – 4:12 slope) along front elevation.
- Projecting eaves (12"-16" deep) at select locations.

#### Exterior Walls:

- Primary cladding of board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows:

- Offset windows.
- Transom windows where plan allows.

#### Special Features:

- Standing Seam Metal roof on porches.
- Railings with thin structure elements (i.e. cable railings, etc.).

### TERTIARY DESIGN STYLE: MODERN FARMHOUSE

#### Roof:

- Gable ends with steep roof pitch (6:12 – 12:12 slope) along front elevation.
- Minimal eaves (0" – 12").

#### Exterior Walls:

- Primary cladding of fiber cement board and batten.
- Accent use of lap siding or panel siding, brick, or stone.

#### Windows:

- Single hung, casement, or offset windows.
- Windows to have window trim.

#### Special Features:

- Standing Seam Metal roof on porch.
- Wood columns at porches.



# ARCHITECTURAL STANDARDS | STANDARD SINGLE FAMILY HOUSES



## LEGEND

1. Architectural treatments on front elevations to wrap around to side of home.
2. Material selection matches Color and Material Palette
3. Changes of colors and materials to occur at inside corners
4. Single story element at the front elevation of each home.
5. A minimum of 1 change in plane (step forward or back) at the front elevation of each home.
6. Varying roof lines at the front elevation of each home. Roof lines will not match adjacent homes.
7. Homes positioned at the end of streets or adjacent to open space include enhanced articulation through the addition of wrap around porch or popouts.

\*Architectural renderings are a representation of buildings that follow the design guidelines contained in this document. Building elevations submitted for approval during the final SP application process may vary.\*

## PRODUCT INFORMATION

2000 – 2500 SF  
4 BEDROOMS  
2 CAR - FRONT LOADED GARAGES



## ARCHITECTURAL DESIGN STYLE:

### PRIMARY DESIGN STYLE: MODERN FARMHOUSE

#### Roof:

- Gable ends with steep roof pitch (6:12 – 12:12 slope) along front elevation.
- Minimal eaves (0" – 12").

#### Exterior Walls:

- Primary cladding of fiber cement board and batten.
- Accent use of lap siding or panel siding, brick, or stone.

#### Windows:

- Single hung, casement, or offset windows.
- Windows to have window trim.

#### Special Features:

- Standing Seam Metal roof on porch.
- Wood columns at porches.

### SECONDARY DESIGN STYLE: TRANSITIONAL

#### Roof:

- Shed roof with shallow roof slope (3:12 – 4:12 slope) along front elevation.
- Projecting eaves (12"-16" deep) at select locations.

#### Exterior Walls:

- Primary cladding of board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows: (Minimum 10% of front facade)

- Offset windows.
- Transom windows where plan allows.

#### Special Features:

- Standing Seam Metal roof on porches.
- Railings with thin structure elements (i.e. cable railings, etc.).

### TERTIARY DESIGN STYLE: TRADITIONAL

#### Roof:

- Shallow roof pitch (2:12 – 4:12 slope) with dormers along front elevation.
- Projecting eaves (12"-16" deep) at select locations.
- Decorative braces at gable ends.

#### Exterior Walls:

- Primary cladding of fiber cement board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows:

- Multi-pane windows with symmetrical mullions and muntins.
- Single hung or casement windows.

#### Special Features:

- Square or tapered columns.
- Heavy proportion on trims and columns.



# ARCHITECTURAL STANDARDS | LARGE SINGLE FAMILY HOUSES



- LEGEND**
- 1. Architectural treatments on front elevations to wrap around to side of home.
  - 2. Material selection matches Color and Material Palette
  - 3. Changes of colors and materials to occur at inside corners
  - 4. Single story element at the front elevation of each home.
  - 5. A minimum of 1 change in plane (step forward or back) at the front elevation of each home.
  - 6. Varying roof lines at the front elevation of each home. Roof lines will not match adjacent homes.
  - 7. Homes positioned at the end of streets or adjacent to open space include enhanced articulation through the addition of wrap around porch or popouts.

\*Architectural renderings are a representation of buildings that follow the design guidelines contained in this document. Building elevations submitted for approval during the final SP application process may vary.\*

## PRODUCT INFORMATION

2500 – 3200 SF  
4 - 5 BEDROOMS  
2 CAR - FRONT LOADED GARAGES



## ARCHITECTURAL DESIGN STYLE:

### PRIMARY DESIGN STYLE: TRANSITIONAL

#### Roof:

- Shed roof with shallow roof slope (3:12 – 4:12 slope) along front elevation.
- Projecting eaves (12"-16" deep) at select locations.

#### Exterior Walls:

- Primary cladding of board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows: (Minimum 18% of front facade)

- Offset windows.
- Transom windows where plan allows.

#### Special Features:

- Standing Seam Metal roof on porches.
- Railings with thin structure elements (i.e. cable railings, etc.).

### SECONDARY DESIGN STYLE: MODERN FARMHOUSE

#### Roof:

- Gable ends with steep roof pitch (6:12 – 12:12 slope) along front elevation.
- Minimal eaves (0" – 12").

#### Exterior Walls:

- Primary cladding of fiber cement board and batten.
- Accent use of lap siding or panel siding, brick, or stone.

#### Windows:

- Single hung, casement, or offset windows.
- Windows to have window trim.

#### Special Features:

- Standing Seam Metal roof on porch.
- Wood columns at porches.

### TERTIARY DESIGN STYLE: TRADITIONAL

#### Roof:

- Shallow roof pitch (2:12 – 4:12 slope) with dormers along front elevation.
- Projecting eaves (12"-16" deep) at select locations.
- Decorative braces at gable ends.

#### Exterior Walls:

- Primary cladding of fiber cement board and batten, lap siding, or panel siding.
- Accent use of brick or stone.

#### Windows:

- Multi-pane windows with symmetrical mullions and muntins.
- Single hung or casement windows.

#### Special Features:

- Square or tapered columns.
- Heavy proportion on trims and columns.





- LEGEND**
- 1. Attention to all building elevations to allow building to be viewed from all sides.
  - 2. Dormers to provide variety on main roof line. Dormers to be appropriately sized in relation to main gable roof.
  - 3. Clerestory windows.
  - 4. Roof line consisting of main gable roof along the length of building.
  - 5. Architectural treatments to wrap around building corners. Any material transitions to occur on an interior corner of a change in plane.

\*Architectural renderings are a representation of buildings that follow the design guidelines contained in this document. Building elevations submitted for approval during the final SP application process may vary.\*

PRODUCT INFORMATION

2000 – 3000 SF

MASSING AND ARTICULATION:

Attention to elevation design on all faces will create a community landmark that can be experienced from all sides.

- 1. Roof line to consist of a main gable roof running the length of the building, which is sized appropriately for the overall building massing. Dormers, proportional to overall roof size, are to be included to provide variety along the main roof line.
- 2. Programmatic planning should include direct circulation to pool restrooms from the pool area, avoiding any other programs between the pool and said pool restrooms.
- 3. Clerestory windows are to be included on all elevations of the main clubhouse building.
- 4. Include openings from community amenity to pool deck to provide visual connection between programs.

ARCHITECTURAL DESIGN STYLE:

Farmhouse Architectural Design Style:

- Roof:**
- Steep roof pitch (minimum of 6:12 slope) with dormers.
  - Standing seam metal roof.
- Exterior Walls:**
- Wood or wood-look fiber cement Siding
  - Stone or brick siding accents.
- Windows:**
- Window trim to be of wood or wood-like finish.
  - Clerestory windows are to be included on all elevations of the main clubhouse building.

COLORS AND MATERIALS:

- 1. Neighborhood Community Amenity to include the following color and material elements selected from Color and Material palette on sheet 25. Material Selections should reflect architectural design style per notes above.
  - a. Base material: Stone or brick siding
  - b. Accent materials: Wood or wood-look fiber cement siding
  - c. Wood trim
- 2. All architectural treatments shall be wrapped around exterior corners. Material changes are permitted on interior corners or at the interior side of changes in plane. Such treatment shall accommodate and incorporate the location of any service panels flush against the building façade.
- 3. Window treatments, such as trims, recesses, and awnings shall be required on all elevations, consistent with the architectural style of the building.
- 4. Drain spouts shall be painted to match the corresponding wall colors.





# ARCHITECTURAL STANDARDS | COLORS AND MATERIALS

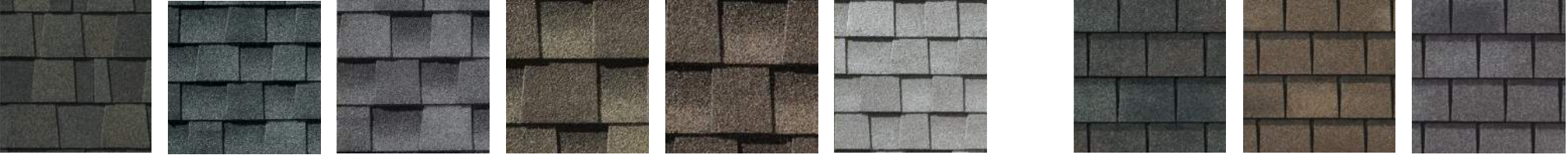
## FIBER CEMENT SIDING - PANEL



## MASONRY VENEER - STONE



## ROOFING - ASPHALT SHINGLE



## ROOFING - STANDING SEAM METAL



## TRIM - WOOD OR WOOD-LOOK



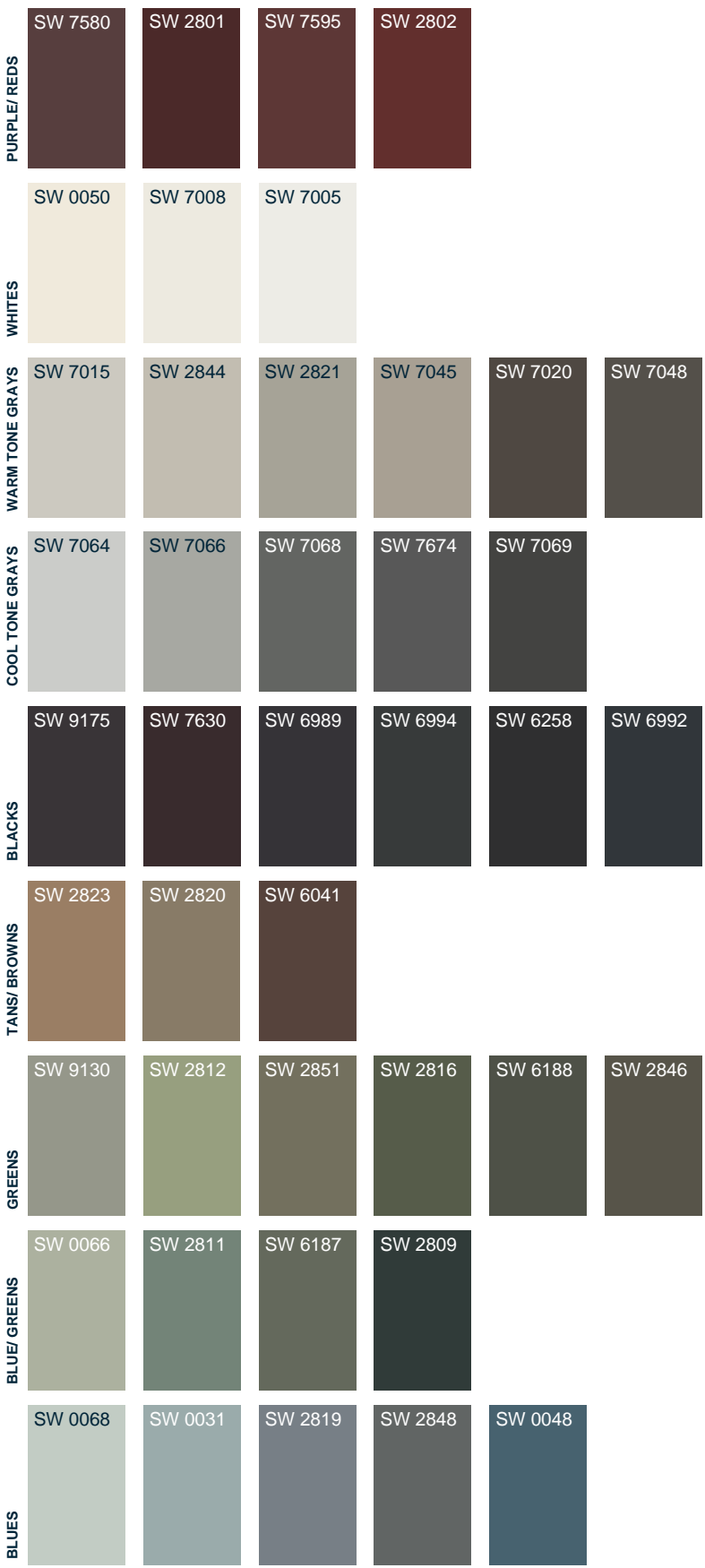
## FIBER CEMENT SIDING - PLANK



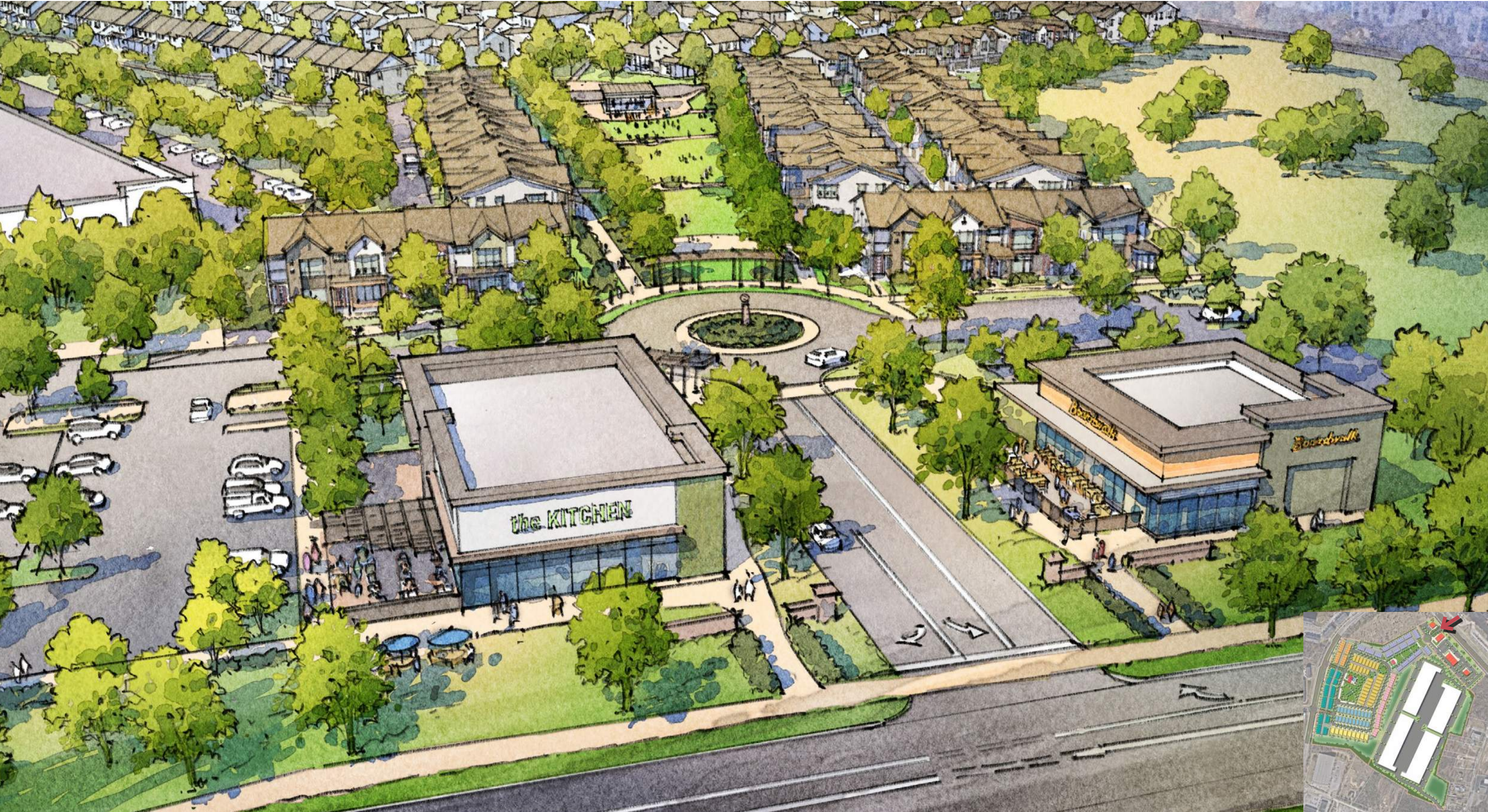
## MASONRY VENEER - BRICK



## COLOR PALETTE





























SUBSTITUTE ORDINANCE NO. BL2025-1131

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County by applying a Corridor Design Overlay District to various properties located west of Old Lebanon Dirt Road and along Old Hickory Boulevard and Central Pike (~~400.44~~ 339 acres), all of which is described herein (Proposal No. 2025CDO-001-001).

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

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

By applying a Corridor Design Overlay District to various properties located west of Old Lebanon Dirt Road and along Old Hickory Boulevard and Central Pike (~~400.44~~ 339 acres), being various Property Parcel Nos. as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is 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 to various maps of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 4. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

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Erin Evans  
Jordan Huffman  
Members of Council



STANPAR	Owner	PropAddr	PropCity	PropState	PropZip
07500017800	MKTN, LLC	5100 OLD HICKORY BLVD	HERMITAGE	TN	37076
07509026000	HERMITAGE GARDEN L P	0 OLD HICKORY BLVD	OLD HICKORY	TN	37138
07509024800	ROWLETT, JEFFREY A	4028 PLANTATION DR	HERMITAGE	TN	37076
07509026400	MAROUF PROPERTY TRUST	4705 OLD HICKORY BLVD	OLD HICKORY	TN	37138
07510021300	AGREE CONVENIENCE NO 1, LLC	4125 LEBANON PIKE	HERMITAGE	TN	37076
07509014100	METRO GOV'T F FIRE HALL	4031 PLANTATION DR	HERMITAGE	TN	37076
07514013500	MILLAN HOLDINGS LLC	4101 LEBANON PIKE	HERMITAGE	TN	37076
07509026800	BANK OF FRANKEWING	4803 OLD HICKORY BLVD	HERMITAGE	TN	37076
07510021000	MANNAT HOTELS, LLC	4119 LEBANON PIKE	HERMITAGE	TN	37076
07509026700	NATIONAL RETAIL PROPERTIES, INC.	4809 OLD HICKORY BLVD	HERMITAGE	TN	37076
07510021200	LEGACY CAR WASH, LLC C/O LALA, DARSHAN D	4121 LEBANON PIKE	HERMITAGE	TN	37076
07510021100	REALTY INCOME PROPERTIES 30, LLC	4115 LEBANON PIKE	HERMITAGE	TN	37076
07509025900	KAPLAN, VADIM & FAINA & SHAPIN, LAWRENCE A.	4050 LEBANON PIKE	HERMITAGE	TN	37076
07513024300	SITEUNO, GP	4040 LEBANON PIKE	HERMITAGE	TN	37076
07513024700	LEE, J. B. JONGBEOM & JOHN JONGCHEON	4028 LEBANON PIKE	HERMITAGE	TN	37076
07513024100	LINEBERRY PROPERTIES, INC.	4026 LEBANON PIKE	HERMITAGE	TN	37076
07513024400	PREVATT, RICHARD & RHONDA	4014 LEBANON PIKE	HERMITAGE	TN	37076
07514013400	BFS RETAIL & COMMERCIAL OPERATIONS, LLC	4920 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500021400	SISTA AND SONS LLC	4005 LEBANON PIKE	NASHVILLE	TN	37076
07513024500	PIZZILLO, GABRIEL A., JR.	4010 LEBANON PIKE	HERMITAGE	TN	37076
07514004200	METRO GOV'T NE POWER BOARD	4940 OLD HICKORY BLVD	HERMITAGE	TN	37076
07513024900	MOUNT GILEAD MISSIONARY BAPTIST CHURCH	4004 LEBANON PIKE	HERMITAGE	TN	37076
07513021301	POOLE, JOHN & TRACY	401 BONNASPRING DR	HERMITAGE	TN	37076
07513021300	PANG, KYUNG M.	4000 LEBANON PIKE	HERMITAGE	TN	37076
07500012300	RICHARD H. WATTS FAMILY LTD.PARTNERSHIP	4919 OLD HICKORY BLVD	HERMITAGE	TN	37076
07513021400	HERMITAGE HILLS CENTER, INC.	0 BONNAFORD DR	HERMITAGE	TN	37076
07513022400	HERMITAGE HILLS CENTER, INC	3936 LEBANON PIKE	HERMITAGE	TN	37076
07500021000	BOND STREET FUND 18, LLC	3905 LEBANON PIKE	HERMITAGE	TN	37076
07500020000	FCPT HOLDINGS LLC	5005 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500016500	EVIE ENTERPRISES	5000 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500016600	COOK OUT-HERMITAGE, INC.	5002 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500016700	HOLDER, JAMES L.	5004 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500021200	HD DEVELOPMENT OF MARYLAND, INC.	5010 OLD HICKORY BLVD	HERMITAGE	TN	37076
07513022700	JOHNSON/RICHARDSON, LLC	3930 LEBANON PIKE	HERMITAGE	TN	37076
07513024600	LEE, ANTHONY CHIKUO, TRUSTEE	3910 LEBANON PIKE	HERMITAGE	TN	37076
07500017600	PERKINS FAMILY TRUST	5000 B OLD HICKORY BLVD	HERMITAGE	TN	37076
07500003500	LOWE'S HOME CENTERS, INC.	5025 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500016800	TNG PH LLC	5006 OLD HICKORY BLVD	HERMITAGE	TN	37076
07513024000	UNITED STATES POSTAL SERVICE	3908 LEBANON PIKE	HERMITAGE	TN	37076
07500016900	MUSICH, PATRICIA E., TRUSTEE	5008 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500017000	MILLENNIUM REAL ESTATE INVESTMENTS	5016 OLD HICKORY BLVD	HERMITAGE	TN	37076
07513021500	PEP PROPERTIES	3900 LEBANON PIKE	HERMITAGE	TN	37076



07500016200	TOUCHSTONE REAL ESTATE, LP	5045 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500010600	LAGASSE, RANDOLPH M. & JANICE M.	3865 LEBANON PIKE	HERMITAGE	TN	37076
07500017100	ANDREWS, JAMES DAVID IV FAMILY TRUST	5020 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500016100	HARLAN TXRH 2019, LLC	5055 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600030800	YAZDIAN CONSTRUCTION CO.	5108 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600034700	LAS PALMAS ENTERPRISES PARTNERSHIP	5104 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600076400	MEMORIALVILLAGE, LLC	5215 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600020900	DUBE PROPERTIES, LLC	302 OLD LEBANON DIRT RD	HERMITAGE	TN	37076
08600001900	SMART MOVE STORAGE, LLC	5214 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600077500	VULCAN LANDS, LLC	3590 HERMITAGE INDUSTRIAL DR	HERMITAGE	TN	37076
08600005900	SIMPLY STORAGE HERMITAGE, LLC	4060 ANDREW JACKSON PKWY	HERMITAGE	TN	37076
08600017300	PILOTE, FLORENT J.	4069 ANDREW JACKSON PKWY	HERMITAGE	TN	37076
08600005800	BASHAM, SUSAN A	4000 ANDREW JACKSON PKWY	HERMITAGE	TN	37076
08600018900	BRANCHIZIO, LEE	4056 ANDREW JACKSON WAY	HERMITAGE	TN	37076
08600019000	SULLIVAN, JAMES T. ETUX	0 ANDREW JACKSON PKWY	HERMITAGE	TN	37076
08600022300	BASHAM, SUSAN A	0 DODSON CHAPEL RD	HERMITAGE	TN	37076
08600006000	SMITH, ELIZABETH ANN	4054 ANDREW JACKSON WAY	HERMITAGE	TN	37076
08600020400	HABASH, NIDAL	4050 ANDREW JACKSON WAY	HERMITAGE	TN	37076
08600023100	SMITH, ELIZABETH ANN	4044 ANDREW JACKSON WAY	HERMITAGE	TN	37076
08600025900	RINGEMANN, AMON & ANNA	4026 ANDREW JACKSON WAY	HERMITAGE	TN	37076
08600031000	MACSNEWCO, LLC	5400 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600026000	RINGEMANN, AMON & ANNA	4022 ANDREW JACKSON WAY	HERMITAGE	TN	37076
08600031600	RNMC HERMITAGE, LLC	5500 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600033300	HCA HEALTH SERVICES OF TENNESSEE, INC	3939 CENTRAL PIKE	HERMITAGE	TN	37076
08600033000	OUTREACH COMMUNITY FEDERAL CREDIT UNION	3904 CENTRAL PIKE	HERMITAGE	TN	37076
08600032900	STORPLACE OF HERMITAGE, LLC	4000 SHURGARD WAY	HERMITAGE	TN	37076
08600018300	P1 INVESTMENT, LLC	5751 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600027400	CVHC7, LLC	5765 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600029300	ARMAN HOSPITALITY, INC.	1414 PRINCETON PL	HERMITAGE	TN	37076
08600020700	SHERRARD ROE VOIGT & HARBISON, PLC, TRUSTEE	5771 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600016800	CONCORD WP COL HERMITAGE LLC	1415 PRINCETON PL	HERMITAGE	TN	37076
08600017000	HARDEE'S RESTAURANTS LLC	5775 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600016900	RACETRAC PETROLEUM, INC.	5781 OLD HICKORY BLVD	HERMITAGE	TN	37076
07510005600	AGREE CONVENIENCE NO 1, LLC	4145 LEBANON PIKE	HERMITAGE	TN	37076
07500020200	MKTN, LLC	5028 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600026100	METRO TRANSIT AUTHORITY	4016 ANDREW JACKSON WAY	HERMITAGE	TN	37076
08600020800	SG HOLDING INC.	5430 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600021900	DRY FORK PROPERTIES, LLC	5410 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600006100	RINGEMANN, AMON & ANNA	4030 ANDREW JACKSON WAY	HERMITAGE	TN	37076
08600025700	RINGEMANN, AMON & ANNA	4027 ANDREW JACKSON PKWY	HERMITAGE	TN	37076
08600075200	MR HOTELS, LLC	305 OLD LEBANON DIRT RD	HERMITAGE	TN	37076
08600075300	GC HERMITAGE INVESTMENTS, LLC	315 OLD LEBANON DIRT RD	HERMITAGE	TN	37076
08600076200	SLATE RIDGE HOLDINGS, LLC	5201 OLD HICKORY BLVD	HERMITAGE	TN	37076



08600076300	DREAM TEAM REALTY PARTNERS LLC	5205 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600076600	RNMC HERMITAGE 2 LLC	5231 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500003300	HERMITAGE HILLS BAPTIST CHURCH, INC	107 JUAREZ DR	HERMITAGE	TN	37076
08600077000	YAZDIAN CONSTRUCTION CO.	5116 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500020600	HERMITAGE HILLS LLC	3871 LEBANON PIKE	HERMITAGE	TN	37076
07500021100	TRI STAR ENERGY, LLC	5012 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500021300	SWR 1, LLC	3925 LEBANON PIKE	HERMITAGE	TN	37076
08600078500	PREMIER LEASING, LLC	0 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600030900	VULCAN LANDS, INC.	5289 OLD HICKORY BLVD	HERMITAGE	TN	37076
07500003200	SIM, JEA WOOK & HYUN BO	4001 LEBANON PIKE	HERMITAGE	TN	37076
08600028700	KOTHARE PROPERTIES, LLC	1300 CENTRAL CT	HERMITAGE	TN	37076
08600030600	CLVB, LLC	1301 CENTRAL CT	HERMITAGE	TN	37076
08600028600	1415 CENTRAL COURT, LLC	1401 CENTRAL CT	HERMITAGE	TN	37076
08600008500	TN: JUPITER, LLC	5656 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600034400	TEACHERS RETIREMENT SYSTEM OF KENTUCKY	4001 CENTRAL PIKE	HERMITAGE	TN	37076
08600078000	CINCO DE MAYO HOLDINGS, LLC	5770 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600029000	PS TENNESSEE L.P.	1412 CENTRAL CT	HERMITAGE	TN	37076
08600021100	HJL, L.P.	5760 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600021300	CINCO DE MAYO, INC.	0 CENTRAL PIKE	HERMITAGE	TN	37076
08600021400	CINCO DE MAYO, INC.	0 CENTRAL PIKE	HERMITAGE	TN	37076
08600016300	BROWN, WILLIAM C. & HOOD, DAVID A., JR.	5780 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600015600	PERKINS INVESTMENT GROUP, L.P.	5756 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600076500	5225 OHB LLC	5225 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600008400	FARAGALLA, HANNA & MAGED ET AL	4017 CENTRAL PIKE	HERMITAGE	TN	37076
08600006900	DSCT DODSON CHAPEL	4017 DODSON CHAPEL RD	HERMITAGE	TN	37076
08600007000	DSCT DODSON CHAPEL	4011 DODSON CHAPEL RD	HERMITAGE	TN	37076
08600007100	BLYSTONE, TERRY	4005 DODSON CHAPEL RD	HERMITAGE	TN	37076
08600013900	RANDAL AVSAR, LLC	3786 CENTRAL PIKE	HERMITAGE	TN	37076
08600007300	DANIEL, WILLIAM H. ET UX	3807 CENTRAL PIKE	HERMITAGE	TN	37076
08600007200	3803 PARTNERS, LLC	3803 CENTRAL PIKE	HERMITAGE	TN	37076
08600015200	ROUFAIL, SHERIF THABET RAMZI	3800 CENTRAL PIKE	HERMITAGE	TN	37076
08600034100	WINTON, BETTIE J., TRUSTEE	3810 CENTRAL PIKE 101-114	HERMITAGE	TN	37076
08600013700	2021 VENTURES LLC	3954 DODSON CHAPEL RD	HERMITAGE	TN	37076
08600006800	DSCT DODSON CHAPEL	4023 DODSON CHAPEL RD	HERMITAGE	TN	37076
08600007700	HCPI/TENNESSEE, LLC	3901 CENTRAL PIKE	HERMITAGE	TN	37076
08600008900	NORTHLAKE VILLAGE SHOPPING CENTER, LLC	5502 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600033600	REGENCY CENTERS, L.P.	5570 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600033200	SAVELLE HERMITAGE, LLC	5582 OLD HICKORY BLVD	HERMITAGE	TN	37076
08600006400	HCA HEALTH SERVICES OF TENNESSEE, INC.	5655 FRIST BLVD	HERMITAGE	TN	37076
08600035500	MDHA	5636 OLD HICKORY BLVD	HERMITAGE	TN	37076



Application fee paid by: Fee waived by Council



SUBSTITUTE RESOLUTION NO. RS2025-1655

A resolution calling for the Mayor's Office and the Department of Emergency Communications to enact various reforms relative to departmental leadership and workplace culture.

WHEREAS, the Women's Caucus of the Metropolitan Council has been working with current and former employees of the Department of Emergency Communications ("DEC") regarding allegations of a toxic workplace, intimidation, and retaliation; and

WHEREAS, a 2023 study by law firm Ogletree Deakins found that staff was disgruntled with the department's director and other management staff. The Women's Caucus requested another survey in May 2025, which was conducted by the Metropolitan Government and completed by DEC employees in June 2025. The results found that many staff members were still dissatisfied with executive leadership, and morale remained extremely low; and

WHEREAS, based on the results of the survey and further conversations with staff, the Women's Caucus asked the Mayor's Office, Director Steven Martini and Human Resources Director Shannon Hall several questions about staff and internal processes in September 2025; and

WHEREAS, the responses received in October were insufficient and failed to completely address the questions presented, so the Women's Caucus publicly called for disciplinary action against the director and internal DEC policy changes requested by staff; and

WHEREAS, these reforms are particularly needed in light of the alleged conduct of Director Martini, who received two years of outside coaching after allegations of intimidation and threatening behavior. In the intervening period, DEC employees have largely reported no improvement in the department's workplace culture to the Women's Caucus; and

~~WHEREAS, Director Martini's alleged conduct should be reviewed for a possible violation of three parts of Section 6.7 of the Civil Service Rules of the Metropolitan Government of Nashville and Davidson County—using abusive or profane language so as to create a disturbance in the workplace; using or threatening violence or intimidation when directed toward another person; and conduct unbecoming an employee of the Metropolitan Government; and~~

WHEREAS, it is fitting and proper for the Metropolitan Council to stand by the DEC employees and work to resolve these long-standing issues within the Department of Emergency Communications; and

WHEREAS, the conduct of the director of the Department of Emergency Communications should be addressed by the Mayor's Office in order to promote a healthy work environment for employees.

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

~~Section 1. The Metropolitan Council requests that the Mayor, as the Appointing Authority, investigate the conduct of the director of the Department of Emergency Communications in light of Section 6.7 of the Civil Service Rules of the Metropolitan Government of Nashville and Davidson County. The Council requests that this investigative process take place within 90 days of the adoption of this resolution.~~



~~Section 2. The Metropolitan Council requests that the Mayor's Office and the Department of Law hire an outside investigator with no direct connection to previous reviews of the Department of Emergency Communications to review new allegations made by current and former department employees.~~

~~Section 3. The Metropolitan Council requests that the human resources coordinator within the Department of Emergency Communications create a formalized electronic procedure for submitting grievances.~~

Section 1. ~~Section 4.~~ The Metropolitan Council requests that the Department of Emergency Communications increase the compensation for employees who take on training duties in the Department of Emergency Communications during the upcoming budget cycle.

Section 2 ~~Section 5.~~ The Metropolitan Council calls on the Department of Emergency Communications to develop a strategy, to include an accessible list of frequently asked questions, within 90 days of the adoption of this resolution, to communicate with supervisors and employees about changes that affect operations and employee functions.

Section 3. The Metropolitan Council requests that the Mayor, as the Appointing Authority, take investigative or disciplinary action relative to the conduct of the director of the Department of Emergency Communications.

Section 4 ~~Section 6.~~ This resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

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Joy Styles  
Jennifer Webb  
Members of Council



AMENDMENT NO. 1  
TO  
RESOLUTION NO. RS2025-1660

Madam President –

I hereby move to amend Resolution No. RS2025-1660 by amending the project list attached to the Resolution as Exhibit A as follows:

- I. By reducing the allocation for CIB Project ID #19GS0004, ECC/OEM New facility Phase 1, by \$7,000,000.
- II. By increasing the allocation for CIB Project ID #20GS0008, Global Mall infrastructure planning/design/sitework, in the amount of \$7,000,000.

SPONSORED BY:

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Joy Styles  
Erin Evans  
Members of Council



AMENDMENT NO. 2  
TO  
RESOLUTION NO. RS2025-1660

Madam President –

I hereby move to amend Resolution No. RS2025-1660 by amending the project list attached to the Resolution as Exhibit A as follows:

- I. By reducing the allocation for CIB Project ID #19GS0004, ECC/OEM New facility Phase 1, by \$3,000,000.
- II. By increasing the allocation for CIB Project ID #24HD0001, New Metro Animal Care and Control Facility, in the amount of \$3,000,000.

SPONSORED BY:

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Joy Styles  
Erin Evans  
Members of Council



AMENDMENT NO. \_\_\_\_\_  
TO  
RESOLUTION NO. RS2025-1676

Madam President:

I hereby move to amend Resolution No. RS2025-1676 as follows:

- I. By deleting the attached exhibits in their entirety and replacing them with the grant contract attached hereto.

SPONSORED BY:

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Kyonzté Toombs  
Member of Council



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract # \_\_\_\_\_**

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY  
AND  
THE CUMBERLAND RIVER COMPACT**

This Grant Contract issued and entered into pursuant to RS2025-\_\_\_\_ by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and the Cumberland River Compact, hereinafter referred to as the "Recipient," is for the provision of cleaning up trash and debris in and along Metro's waterways , as further defined in the "SCOPE OF PROGRAM."

**A. SCOPE OF PROGRAM:**

**A.1. The Recipient will use the funds for the following:**

(a). Organize approximately 15 events to clean-up trash and debris deposited in and around Metro's waterways. The events will be divided into a combination of kayak clean ups, walking clean ups, and large/woody debris clean ups. The events will be selected from a database maintained by Metro Water Services and public input. The recipient will coordinate clean-up events with the Tennessee Environmental Council to ensure no overlap or confusion. These events should yield the following outcomes:

1. Number of volunteers hours: 900
2. Duration of cleanup events: 2.5 hours each
3. Debris removed and recycled: average 1,400 lbs. of litter and 10 tires per event

(b). Recipient shall provide:

1. outreach for each event
2. safety training to volunteers and liability release forms
3. documentation that permission was obtained from owners of the properties where clean-ups occur
4. educational content about the value of clean water

(c). Recipient shall:

1. Report on expenses and progress under the agreed-upon budget quarterly. Metro may ask about specific expenses and invoices in budget categories. Grantee will provide documentation as requested.
2. Discuss with Metro metrics and progress related to programmatic goals (as stated in the response to the solicitation) quarterly.

**A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.**

**A.3. The Recipient will only utilize these funds for services the Recipient provides to (a) properties located within Davidson County, Tennessee, or (b) documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.**



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract # \_\_\_\_\_**

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

**B. GRANT CONTRACT TERM:**

B.1. Grant Contract Term. The term of this Grant shall be for a period of 18 months. The Contract will begin on the date this Grant Agreement is approved by all required parties and filed in the Metropolitan Clerk's Office. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed \$59,994. The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient. There will be no other charges or fees for the performance of this Contract. Metro shall not be responsible for any taxes that are imposed on Recipient. Furthermore, Recipient understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

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

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

C.3. Payment Methodology. The Recipient shall be compensated based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. The Recipient will be compensated in three payments of \$19,998 every six months. The first payment will be made at the initiation of the contract. The following two payments shall be contingent upon the satisfactory provision of products and/or services as determined by Metro. Recipient shall submit documentation including invoices, receipts, event records and logs, photos, estimates of trash weight and volume, etc. to prove satisfactory progress on the SCOPE OF PROGRAM established in A.1.

C.4. Expenditure Report. The Recipient must submit a final grant Expenditure Report to be received by Metro Water Services within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.5. Unallowable Costs. The Recipient's compensation shall be subject to reduction for amounts included in any payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is unallowable.

C.6. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.

C.7. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract # \_\_\_\_\_**

C.8. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives and the Metropolitan Council.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. Lack of Funding. Should funding for this Contract be discontinued, Metro shall have the right to terminate this Contract immediately upon written notice to Contractor.

Notice. Metro may terminate this Contract at any time upon thirty (30) days written notice to Recipient. Should Metro terminate this Contract, Recipient shall immediately cease work and deliver to Metro, within thirty (30) days, all completed or partially completed satisfactory work, and Metro shall determine and pay to Recipient the amount due for satisfactory work.

D.5. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.

D.6.. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Americans with Disabilities Act (ADA). Recipient assures Metro that all services provided shall be in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by Metro. Recipient will ensure that participants with disability will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract # \_\_\_\_\_**

- D.8. Records. The Recipient shall maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.10. Reporting. The Recipient must submit a Program Report, to be received by Metro Water Services within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.11. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.12. Insurance. During the term of this Contract, Recipient shall, at its sole cost and expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s) thereof, the types and amounts of insurance identified below. Proof of insurance shall be required naming Metro as additional insureds and identifying either the project name or Contract number on the Accord document.

Automobile Liability Insurance. In the amount of \$1,000,000 dollars.

General Liability Insurance. In the amount of \$1,000,000 dollars.

Prior to commencement of services, Recipient shall furnish Metro Water Services with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be canceled, allowed to expire, or be materially reduced in coverage except on 30 days' written notice to:

METRO WATER SERVICES

1600 2<sup>nd</sup> Ave N, Nashville, TN 37208

Recipient shall provide certified copies of endorsements if requested by Metro in lieu of or in addition to certificates of insurance. Recipient shall replace certificates, policies and endorsements for any such insurance expiring prior to completion of services. Recipient must maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by Metro as a material breach of this Contract. Any deductibles for self-insured retentions greater than \$10,000 must be disclosed to and approved by Metro prior to commencement of services.

- D.13. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract # \_\_\_\_\_**

- D.14. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 15. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- Attorney's Fees. Recipient agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event Metro prevails in such action, Recipient shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.
- D.16. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.17. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.18. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.21. Metro Interest in Equipment. The Recipient shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract # \_\_\_\_\_**

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.22. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.23. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.24. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:  
Rebecca Dohn  
Metro Water Services  
1607 A County Hospital Road  
Nashville, TN 37218

Recipient:

Mekayle Houghton  
Executive Director  
Cumberland River Compact  
1320 Adams Street #1040  
Nashville, TN 37208



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract # \_\_\_\_\_**

D.25. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract # \_\_\_\_\_**

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

**RECOMMENDED BY:**

*DocuSigned by:*  
Scott Potter

*694E700AE02B458*  
Scott A. Potter, Director  
Water and Sewerage Services

**APPROVED AS TO THE AVAILABILITY OF  
FUNDS:**

*Signed by:*

Jenneen Reed/mjw

*62377A2A8742469*  
Jenneen Reed, Director  
Department of Finance

**APPROVED AS TO RISK AND INSURANCE:**

*DocuSigned by:*

Balogun Cobb

*6994B5125D741C*  
Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

*Signed by:*

Hannah Beilin

*6994B5125D741C*  
Assistant Metropolitan Attorney

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:**

\_\_\_\_\_  
Freddie O'Connell, Mayor

DATE: \_\_\_\_\_

**FILE IN THE OFFICE OF THE CLERK:**

\_\_\_\_\_  
Metropolitan Clerk  
Austin Kyle

DATE: \_\_\_\_\_

**RECIPIENT: Cumberland River Compact**

Accepted By:

Mekayle Houghton  
Mekayle Houghton, Executive Director  
Cumberland River Compact

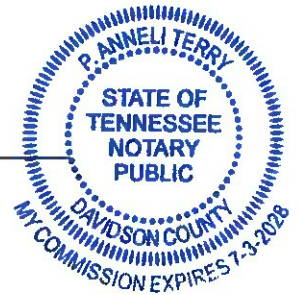
Sworn to and subscribed to before me, a Notary  
Public, this 7<sup>th</sup> day of November 2025

Notary Public

P. Anneli Terry

My Commission expires

7-3-2028





## Attachment 1

### Grant Spending Plan

Name of Contractor: Cumberland River Compact

Line Item	Budgeted Amount
Staff Time	\$27,140.00
Marketing	\$7,000.00
Clean Up Supplies	\$6,400.00
Volunteer Management	\$6,000.00
Supplies (Chipper, SkidSteer, Haul Away Bins)	\$5,000.00
Transportation & Mileage	\$3,000.00
Subtotal	\$54,540.00
Indirect Cost	\$5,454.00
<b>Total</b>	<b>\$59,994.00</b>

Based on a combination of Kayak Clean Ups, Walking Clean Ups, and Large/Woody Debris Clean Ups.  
15 Clean-ups total.



AMENDMENT NO. \_\_\_\_\_  
TO  
RESOLUTION NO. RS2025-1677

Madam President:

I hereby move to amend Resolution No. RS2025-1677 as follows:

- I. By deleting the attached exhibits in their entirety and replacing them with the grant contract attached hereto.

SPONSORED BY:

---

Kyonzté Toombs  
Member of Council



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Tennessee Environmental Council FY26, Contract # \_\_\_\_\_**

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY  
AND  
THE TENNESSEE ENVIRONMENTAL COUNCIL**

This Grant Contract issued and entered into pursuant to RS2025-\_\_\_\_ by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and the Tennessee Environmental Council, hereinafter referred to as the "Recipient," is for the provision of cleaning up trash and debris in and along Metro's waterways , as further defined in the "SCOPE OF PROGRAM."

**A. SCOPE OF PROGRAM:**

**A.1. The Recipient will use the funds for the following:**

(a). Coordinate 15 clean-ups in and along waterways in Metro. The recipient shall select stream segments and riparian areas in need of litter remediation from multiple council districts. One county-wide event will also be organized. These events should yield the following outcomes:

1. Metro Council Districts engaged: 8 (minimum)
2. Number of volunteers: 450
3. Duration of cleanup events: 6 hours each
4. Pounds & cubic yards of debris removed and recycled: 15,000 lbs./7.5 tons/75 cubic yards including 50 tires

(b). Recipient shall provide:

1. outreach for each event
2. safety training to volunteers and liability release forms
3. documentation that permission was obtained from owners of the properties where clean-ups occur
4. educational content about the value of clean water

(c). Recipient shall:

1. Report on expenses and progress under the agreed-upon budget quarterly. Metro may ask about specific expenses and invoices in budget categories. Grantee will provide documentation as requested.
2. Discuss with Metro metrics and progress related to programmatic goals (as stated in the response to the solicitation) quarterly.

**A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.**

**A.3. The Recipient will only utilize these funds for services the Recipient provides to (a) properties located within Davidson County, Tennessee, or (b) documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.**

**A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.**



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Tennessee Environmental Council FY26, Contract # \_\_\_\_\_**

**B. GRANT CONTRACT TERM:**

- B.1. Grant Contract Term. The term of this Grant shall be for a period of 18 months. The Contract will begin on the date this Grant Agreement is approved by all required parties and filed in the Metropolitan Clerk's Office. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed \$50,000. The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient. There will be no other charges or fees for the performance of this Contract. Metro shall not be responsible for any taxes that are imposed on Recipient. Furthermore, Recipient understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

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

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. The Recipient will be compensated in three payments of \$16,667 every six months. The first payment will be made at the initiation of the contract. The following two payments shall be contingent upon the satisfactory provision of products and/or services as determined by Metro. Recipient shall submit documentation including invoices, receipts, event records and logs, photos, estimates of trash weight and volume, etc. to prove satisfactory progress on the SCOPE OF PROGRAM established in A.1.
- C.4. Expenditure Report. The Recipient must submit a final grant Expenditure Report to be received by Metro Water Services within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Unallowable Costs. The Recipient's compensation shall be subject to reduction for amounts included in any payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is unallowable.
- C.6. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.7. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Tennessee Environmental Council FY26, Contract # \_\_\_\_\_**

C.8. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives and the Metropolitan Council.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

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D.6.. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Americans with Disabilities Act (ADA). Recipient assures Metro that all services provided shall be in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by Metro. Recipient will ensure that participants with disability will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Tennessee Environmental Council FY26, Contract # \_\_\_\_\_**

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- D.12. Insurance. During the term of this Contract, Recipient shall, at its sole cost and expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s) thereof, the types and amounts of insurance identified below. Proof of insurance shall be required naming Metro as additional insureds and identifying either the project name or Contract number on the Accord document.

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METRO WATER SERVICES

1600 2<sup>nd</sup> Ave N, Nashville, TN 37208

Recipient shall provide certified copies of endorsements if requested by Metro in lieu of or in addition to certificates of insurance. Recipient shall replace certificates, policies and endorsements for any such insurance expiring prior to completion of services. Recipient must maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by Metro as a material breach of this Contract. Any deductibles for self-insured retentions greater than \$10,000 must be disclosed to and approved by Metro prior to commencement of services.

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**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Tennessee Environmental Council FY26, Contract # \_\_\_\_\_**

- D.14. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 15. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
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- D.16. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.17. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.18. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.21. Metro Interest in Equipment. The Recipient shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Tennessee Environmental Council FY26, Contract # \_\_\_\_\_**

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.22. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.23. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.24. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:  
Rebecca Dohn  
Metro Water Services  
1607 A County Hospital Road  
Nashville, TN 37218

Recipient:

Jeffrey Barrie  
Chief Executive Officer  
Tennessee Environmental Council  
One Vantage Way, Suite E-250  
Nashville, TN 37228



**Grant contract between the Metropolitan Government of Nashville and Davidson County and the Tennessee Environmental Council FY26, Contract # \_\_\_\_\_**

D.25. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)



Grant contract between the Metropolitan Government of Nashville and Davidson County and the Tennessee Environmental Council FY26, Contract # \_\_\_\_\_

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED BY:

DocuSigned by:

Scott Potter

99457D0AE02B468  
Scott Potter, Director  
Water and Sewerage Services

APPROVED AS TO THE AVAILABILITY OF  
FUNDS:

Signed by:

Jennene Reed/mjr

62377A2A8742469  
Jennene Reed, Director  
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

63804BF13FD7416  
Director of Insurance

APPROVED AS TO FORM AND LEGALITY

Signed by:

Hannah Beitlin

07D037A5DCA5413  
Assistant Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:

\_\_\_\_\_  
Freddie O'Connell, Mayor

DATE: \_\_\_\_\_

FILE IN THE OFFICE OF THE CLERK:

\_\_\_\_\_  
Metropolitan Clerk  
Austin Kyle

DATE: \_\_\_\_\_

RECIPIENT: Tennessee Environmental Council

Accepted By:

Allyson Perrigan  
Allyson Perrigan, Watershed Initiative Manager  
Tennessee Environmental Council

Sworn to and subscribed to before me, a Notary  
Public, this 10 day of November 2025

Notary Public

My Commission expires

3/21/26





**ATTACHMENT 1****GRANT SPENDING PLAN**Name of Contractor: Tennessee Environmental Council

<b>Davidson County Riparian Cleanup Budget -- January 2026 through June 2027</b>	
<b>Item</b>	<b>Total</b>
<b>Supplies</b>	
Trash bags, litter grabbers, waders, and other volunteer supplies	
<b>subtotal</b>	<b>\$1,650.00</b>
<b>Equipment and rentals</b>	
Pop up tent, trash disposal fees, equipment maintenance, etc.	
Dump trailer, kayaks	
<b>subtotal</b>	<b>\$7,500.00</b>
<b>Travel</b>	
Mileage to events & site assessments	
<b>subtotal</b>	<b>\$3,350.00</b>
<b>Marketing &amp; Outreach</b>	
social media promotions, door hangers, direct mail, pamphlets, etc.	
<b>subtotal</b>	<b>\$7,500.00</b>
<b>Personnel (Direct)</b>	
Staff time for volunteer management, event supervision, site prep, breakdown and disposal of materials (includes payroll taxes)	<b>\$20,000.00</b>
<b>subtotal</b>	
<b>Indirect Expenses (25%)</b>	
<b>subtotal</b>	<b>\$10,000</b>
<b>Total</b>	<b>\$50,000.00</b>



AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2025-1150

Madam President,

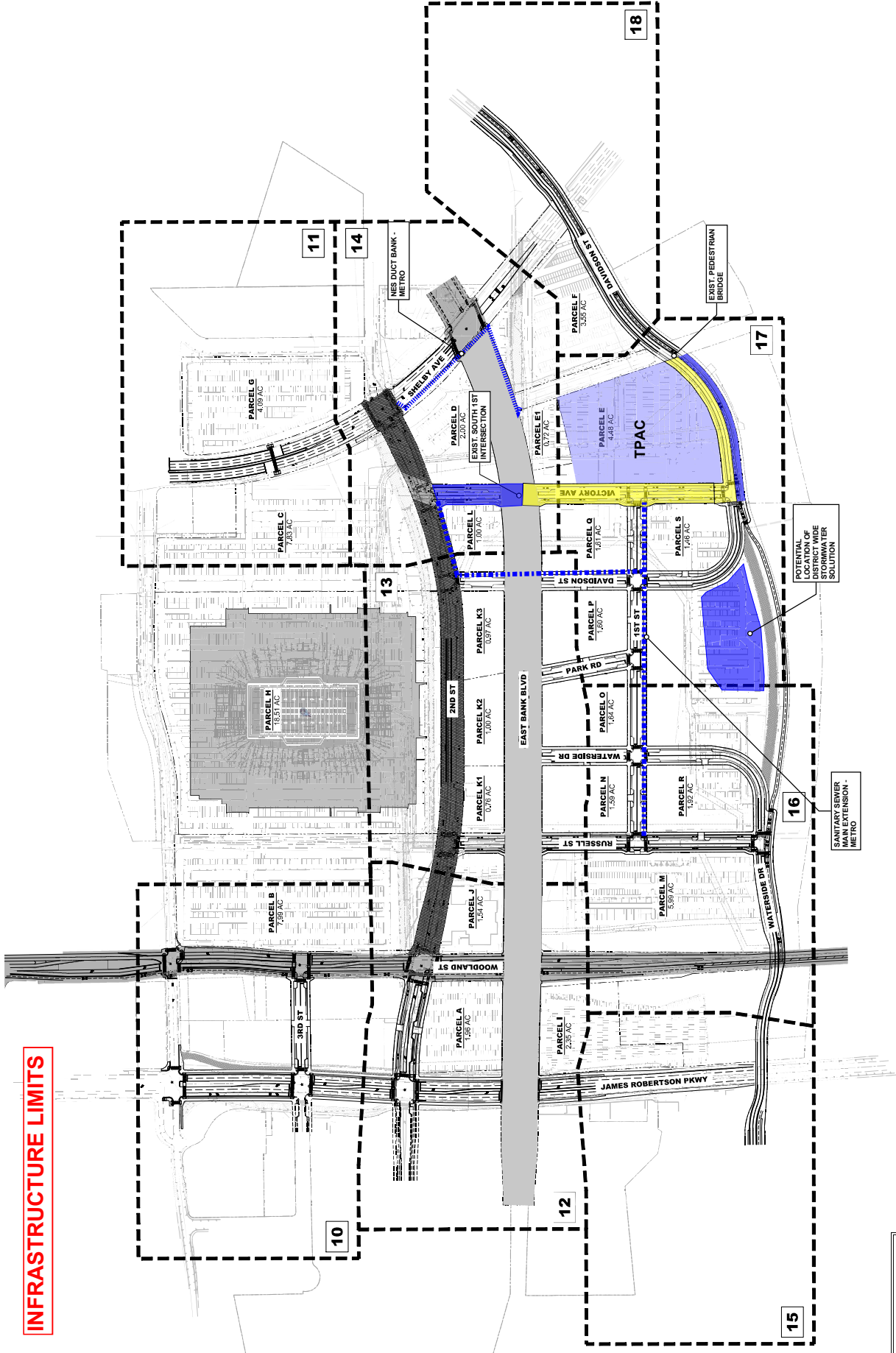
I move to amend Resolution No. RS2025-1150 by deleting pages 68, 68, 72, and 73 of Exhibit B (the Development Agreement by and between The Metropolitan Government of Nashville and Davidson County and Tennessee Performing Arts Center Management Corporation) and replacing them with the four documents attached to this amendment.

SPONSORED BY:

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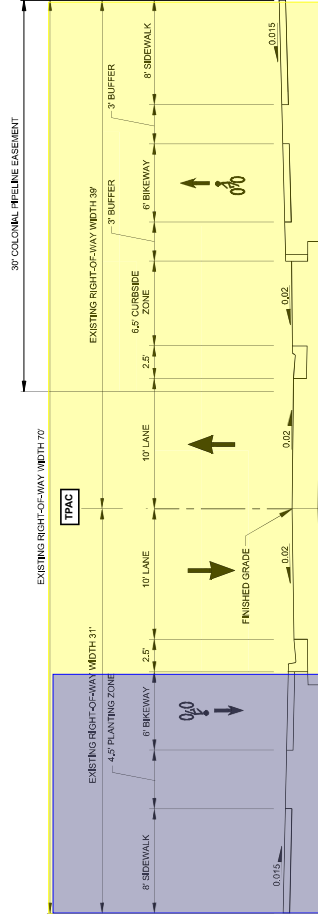
Jacob Kupin  
Member of Council







**DRAFT**



**VICTORY AVENUE**

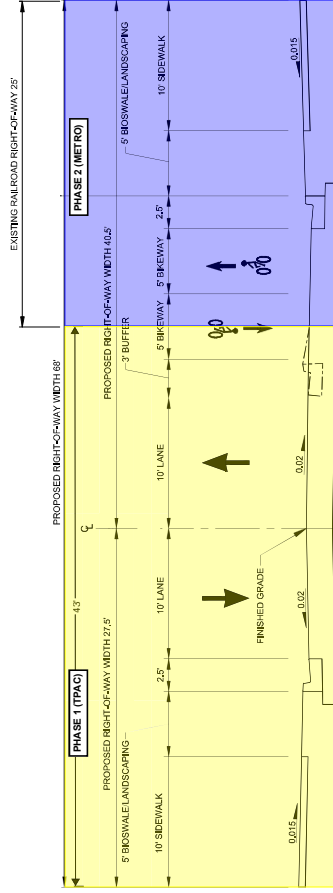
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**CURBSIDE ZONE**

N.T.S.

\* Full road section to be constructed with future parcels on the north side of Victory.

\*TPAC responsible for 6' sidewalk on north side of Victory Ave



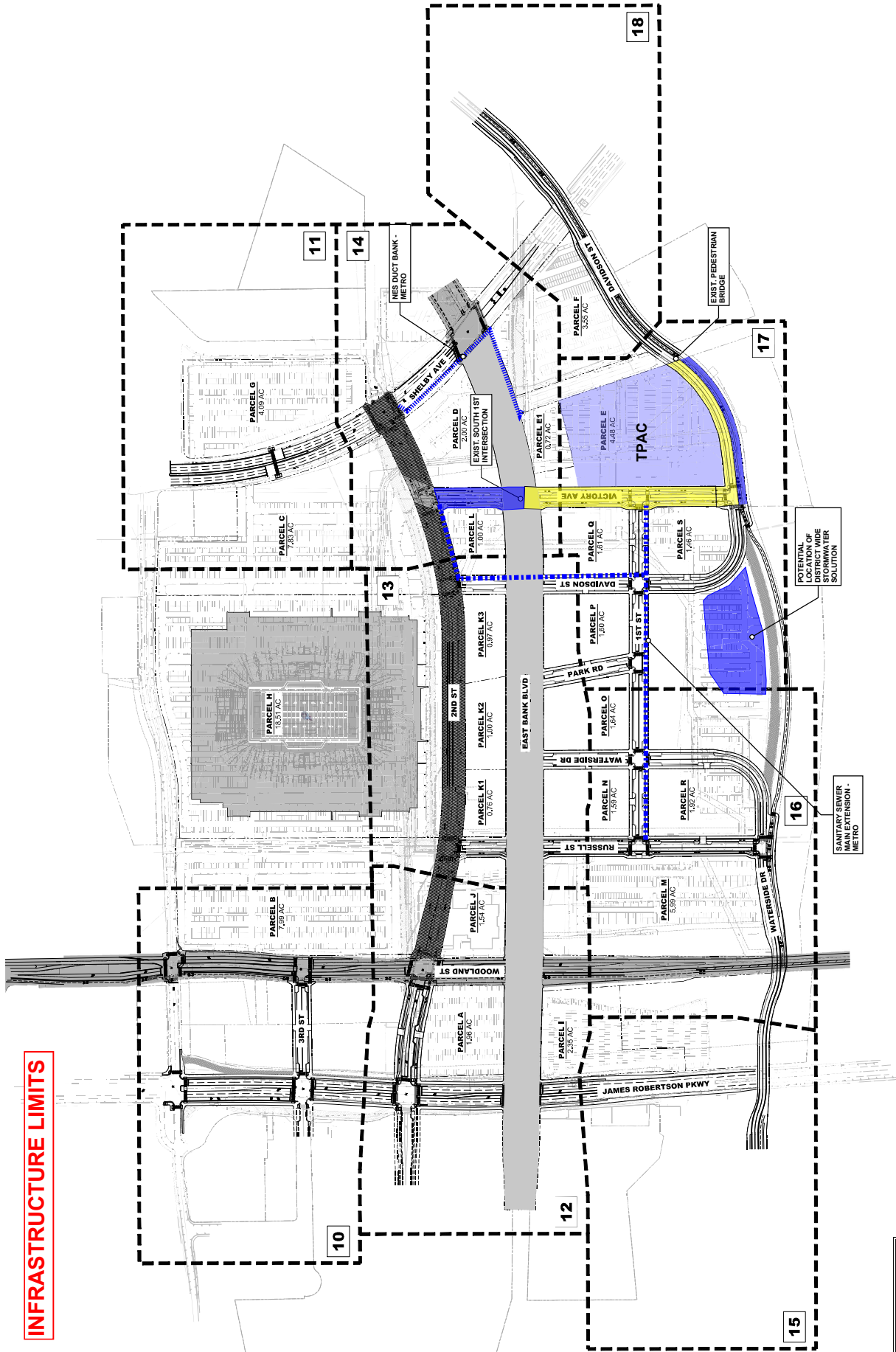
**DAVIDSON STREET**  
**RIVERFRONT SECTION**

N.T.S.

\* Cycle Infrastructure to be constructed with Phase 2



INFRASTRUCTURE LIMITS



**LEGEND**

	PAVEMENT REMOVAL
	PROJECT IN DESIGN
	DEVELOPMENT BY OTHERS
	TRANS
	SIGNALIZED INTERSECTION

**DRAFT**

GRAPHIC SCALE IN FEET  
0 25 50 100



OVERALL SITE LAYOUT  
DATE: 11/15/2024  
PROJECT: EAST BANK  
SHEET NUMBER: C0-01

**EAST BANK**

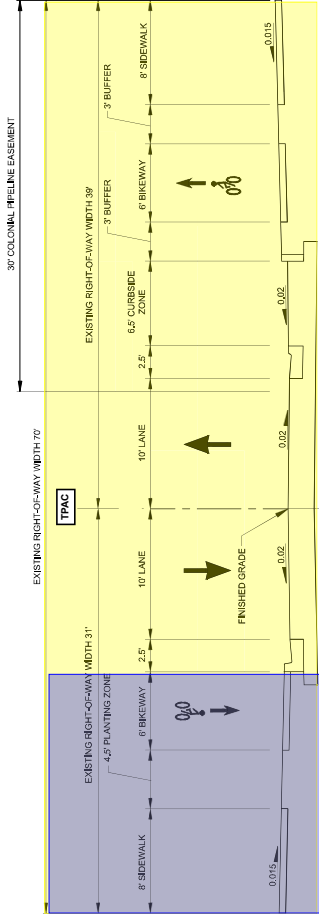
**DRAFT**  
LINE AND  
GRADE PLANS  
FOR REVIEW ONLY

**EAST BANK**  
CENTRAL WATERFRONT DISTRICT  
NASHVILLE, TN

**East Bank**



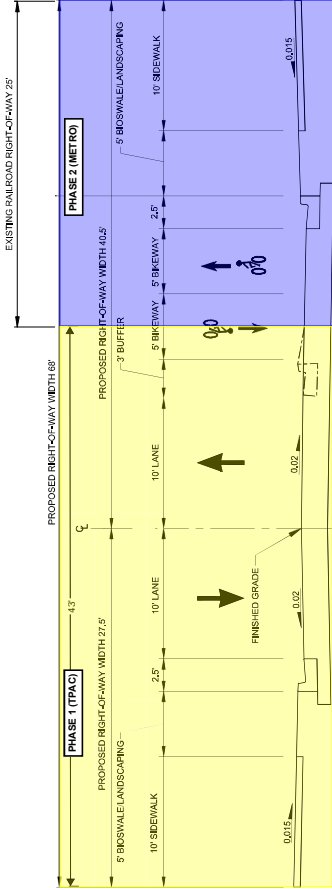
TYPICAL SECTIONS



VICTORY AVENUE

CURBSIDE ZONE  
N.T.S.

- \* Full road section to be constructed with future parcels on the north side of Victory.
- \*TPAC responsible for 6' sidewalk on north side of Victory Ave



DAVIDSON STREET

RIVERFRONT SECTION  
N.T.S.

- \* Cycle Infrastructure to be constructed with Phase 2

DRAFT

East Bank

EAST BANK  
CENTRAL WATERFRONT DISTRICT  
NASHVILLE, TN

DRAFT  
LINE AND  
GRADE PLANS  
FOR REVIEW ONLY

EAST BANK

DATE: 11/15/2024  
PROJECT: EAST BANK  
SHEET: C1-04

TYPICAL SECTIONS

SHEET NUMBER  
C1-04



AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2025-1113

Madam President,

I move to amend Ordinance No. BL2025-1113 by amending Section 1, as follows:

- I. By deleting proposed subsection 2.179.050.B in its entirety and replacing it with the following:  
B. The district management corporation shall be governed by a board of directors consisting of not fewer than 11 and not more than 21 members. The exact number of members and the required quorum for meetings will be determined by the district management corporation bylaws. The members of the board shall serve staggered terms of not to exceed four years, as determined by the district management corporation bylaws, and shall be limited to two consecutive terms.

II. By adding a new subsection to proposed section 2.179.050 as follows:

G. Notwithstanding any provision in this chapter to the contrary, all members selected to the board of directors shall be subject to confirmation by the metropolitan council. Notice of the selection shall be provided in writing to the metropolitan clerk. If the metropolitan council fails to act on a confirmation within 60 days of notice of the selection, the member shall be conclusively presumed approved by the metropolitan council.

III. By deleting proposed subsection 2.179.060.A.5.f in its entirety and replacing it with the following:

d. Security services, provided that such services only be provided by:

- i. Unarmed safety ambassadors employed by the district management corporation,
- ii. Extra-duty metropolitan police officers contracted through section 2.44.210 of the metropolitan code of laws,
- iii. Persons who have been issued a special police commission pursuant to section 2.44.090 and section 2.44.100 of the metropolitan code of laws, or
- iv. Any other contract security company approved by resolution of the metropolitan council.

IV. By deleting proposed subsection 2.179.060.A.5.e in its entirety and replacing it with the following:

e. Elimination of problems related to traffic and parking, taking into consideration the stated multimodal transportation goals and mission of the Metropolitan Government.

V. By deleting proposed subsection 2.179.060.A.11 in its entirety and renumbering the remaining subsections as appropriate.



VI. By deleting proposed section 2.179.070 in its entirety and replacing it with the following:

2.179.070 - Annual budget.

A. The district management corporation shall annually, on or before April 15, submit to the metropolitan council a financial report and a written report of its activities for the preceding year together with a proposed budget for the next year. The annual budget shall include a projection of revenues from the special assessment and a projection of expenditures for projects, services and activities of the district management corporation and shall be reviewed and approved by the metropolitan council by resolution, or if not approved shall be returned to the board of directors for revision and resubmission until the metropolitan council shall approve the annual budget. If no action is taken by the metropolitan council within 60 days of submission, the annual budget shall be deemed approved. The review by the metropolitan council of the annual budget shall not prevent the district management corporation from continuing its operations under its existing budget. In no event shall any disapproval of the annual budget delay or prevent the levy, collection, and appropriation of the special assessments by the Metropolitan Government.

B. The district management corporation shall report no less than quarterly to the ~~tourism and convention commission~~ budget and finance committee of the metropolitan council and Metropolitan Government finance department on financial sources and uses of all fees and assessments, including funds resulting from management, operation, or other use of Metropolitan Government public assets, ~~including but not limited to Metropolitan Government parking garages~~

SPONSORED BY:

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Jacob Kupin  
Member of Council



AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2025-1114

Madam President –

I hereby move to amend Ordinance No. BL2025-1114 as follows:

I. By adding the following recital:

WHEREAS, surveys distributed to employees of the Department of Emergency Communications in the summer of 2025 have been insightful to the department, and using this type of survey throughout the Metropolitan Government would provide similar benefits.

II. By amending Section 1 as follows:

Section 1. That Title 3 of the Metropolitan Code of Laws is hereby amended by adding the following new Chapter 3.62:

Chapter 3.62 – Annual employee surveys

3.62.010. – Surveys regarding departments, boards, and commissions

A. The department of human resources shall provide annual surveys to the employees of departments and boards and commissions established by the Metropolitan Charter or ordinance to assess:

1. Leadership and management practices that contribute to the performance of the department, board, or commission; and
2. Employee satisfaction with:
  - a. leadership policies and practices;
  - b. workplace culture;
  - c. opportunity for professional development and growth; and
  - d. opportunity to contribute to achieving the goals of the department, board, or commission.

~~B. The surveys shall be anonymous and collected by the human resource coordinators of each department, board, or commission. The surveys shall be distributed annually on October 1 and may be completed until October 15. Surveys shall be distributed via email but may be completed outside of the workplace. Survey results shall be provided to the mayor, the relevant department director, and the board or commission, as applicable. Survey results shall be made available to the metropolitan council upon request.~~



€ The provisions of this section are intended to supplement and not conflict with the work of the civil service commission, as provided in article 12 of the Metropolitan Charter.

III. By adding a new Section 2 and renumbering the remaining section accordingly:

Section 2. The Metropolitan Council requests that the surveys be anonymous and collected by the human resource coordinators of each department, board, or commission, distributed annually on March 15 to completed by March 31, distributed via email with an option to be completed outside of the workplace, provided to the mayor, the relevant department director, or the board or commission, as applicable, and made available to the metropolitan council upon request.

SPONSORED BY:

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Joy Styles  
John Rutherford  
Jennifer Webb  
Members of Council



## SUBSTITUTE ORDINANCE NO. BL2025-1005

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of the Metropolitan Government of Nashville and Davidson County, relative to the creation of ~~two~~ new zoning districts called “Residential Neighborhood” (RN) and “Residential Limited” (RL), and other related changes, all of which is more particularly described herein (Proposal No. 2025Z-009TX-001).

WHEREAS, the Metropolitan Government of Nashville and Davidson County is committed to expanding housing opportunities that serve a full spectrum of residents at all stages of life and income levels; and

WHEREAS, the development of new zoning districts provides a mechanism for aligning land use regulations with the NashvilleNext goals of promoting a more inclusive, diverse, and economically resilient city; and

WHEREAS, current zoning regulations may not sufficiently allow for the range of housing types needed to accommodate anticipated growth and changing household demographics; and

WHEREAS, the creation of new zoning districts can increase predictability and clarity for property owners, residents, and developers by clearly identifying areas where a variety of housing types may be appropriate and compatible with the surrounding context; and

WHEREAS, housing provision must be accompanied by appropriate design standards and compatibility considerations to ensure that new development matches neighborhood context while still meeting broader citywide goals for affordability, sustainability, and infrastructure efficiency; and

WHEREAS, public feedback and interdepartmental coordination have informed the development of new zoning districts that provide context-sensitive designs for producing more attainable housing; and

WHEREAS, the establishment of these new zoning districts represents a critical step toward implementing a comprehensive housing strategy that reflects Nashville’s values of livability, inclusivity, and transparency.

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

Section 1. Amend ~~the Metro Zoning Code~~ Title 17 of the Metropolitan Code of Laws as shown in Exhibits A, B, C, D, ~~and E~~, and F.

Section 2. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 3. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.



SPONSORED BY:

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Jennifer Gamble  
Member of Council



## **EXHIBIT A**

### **Chapter 17.04: General Provisions and Definitions**

#### **Definitions of General Terms: Section 17.04.060**

1. **Insert** the following definition:

“Story, Half” or “attic story” means a conditioned space that rests primarily underneath the slope of the roof, usually having dormer windows. The half story is identified by the “.5” in the description of maximum height (Example: 2.5). This space shall be considered a full story when its top wall plates, on at least two opposite exterior walls, are greater than four (4) feet above the floor of such story.

---

### **Chapter 17.08: Zoning District and Land Uses**

#### **Zoning Districts Established: Section 17.08.010.B**

2. **Insert** new subsection 4. Design-Based Multi-Family Districts” as follows, and revise the following subsections respectively:
  - a. RN1 (houses, townhouses)
  - b. RN2 (houses, townhouses)
  - c. RL1 (houses, townhouses, small apartment buildings)
  - d. RL2 (houses, townhouses, small apartment buildings)
  - e. RL3 (houses, townhouses, small apartment buildings)

#### **Zoning Districts Described: Section 17.08.020.B**

3. **Insert** new subsection 4. Design-Based Multi-Family Districts” as follows, and revise the following subsections respectively:
  - a. RN1 and RN2 Districts. Intended for residential development, generally in the form of houses or townhouses, with private or shared open space. These districts are appropriate for providing lower levels of density at strategic locations in urban and suburban areas—such as in transition zones near corridors, close to community amenities like parks and schools, or in areas with good access to arterial streets. Preference is given to locations with mass transit service.
  - b. RL1, RL2 and RL3 Districts. Intended for residential development, generally in the form of houses, townhouses, or small apartment buildings, with private or shared open space. These districts are appropriate for providing moderate levels of density at strategic locations close to transit corridors.

#### **Zoning District Land Use Table: Section 17.08.030.D**

4. **Insert** after “RM40 through RM100-A-NS” and before “MHP” the column headings “RN1 through RN2” and “RL1 through RL3,” as shown in Exhibit B. Insert use permissions as shown in Exhibit B.



5. **Insert** after “Multi-Family” and before “Elderly Housing” the indented row headings “Townhouse (Design-based),” “House Court (Design-based),” “Townhouse Court (Design-based),” “Plex House (Design-based),” “Manor House (Design-based),” “Multiplex (Design-based),” “Low-Rise Courtyard Flats (Design-based),” and “Low-Rise Flats (Design-based),” as shown in Exhibit B. Insert zoning district permissions as shown in Exhibit B.
- 

## **Chapter 17.12: District Bulk Regulations**

### **Single-Family and Two-Family Dwellings Table: Section 17.12.020A**

6. **Insert** before “DTC” the row heading “RN1, RN2, RL1, RL2, RL3” as shown in Exhibit C. Insert “See Chapter 17.38” within each column as shown in Exhibit C.”
7. **Insert** in Note 1 at the end of the first sentence “or Design-Based Multi-Family districts.”

### **Multifamily, Mobile Homes and Nonresidential Uses Table: Section 17.12.020B**

12. **Insert** before “MHP” the row heading “RN1, RN2, RL1, RL2, RL3” as shown in Exhibit D. Insert “See Ch. 17.38” within each column as shown in Exhibit D.”

### **Minimum Lot Size and Setbacks for Attached Housing Table: Section 17.12.020B.1**

13. **Insert** before “DTC” the row heading “RN1, RN2, RL1, RL2, RL3” as shown in Exhibit E. Insert “See Ch. 17.38” within each column as shown in Exhibit E.”

### **Other Setbacks: Section 17.12.040**

14. **Insert** in Section 17.12.040.E.1.a after “Accessory buildings” “outside of the RN1, RN2, RL1, RL2, and RL3 zoning districts.”

### **Building Height Controls: Section 17.12.060**

15. **Insert** “D. Special Height Regulations for Design-Based Multi-Family Districts” as follows, and revise the other sections respectively:
  1. Design-Based Multi-Family Districts subject to the provisions of Chapter 17.38.

### **Single-Family Cottage Developments: Section 17.12.100**

16. **Insert** in Section 17.12.100.A after the last sentence “See Chapter 17.38 for applicability and standards within the RN1, RN2, RL1, RL2, and RL3 zoning districts.”
- 

## **Chapter 17.16: Land Use Development Standards**

### **Residential Uses: Section 17.16.030**

20. **Insert** in Section 17.16.030.G.2 at the end of the sentence “or Chapter 17.38 for Design-Based Multi-Family districts, as applicable.”
21. **Insert** in Section 17.16.030.G.4 at the end of the sentence “or Chapter 17.38 for Design-Based Multi-Family districts, as applicable.”



22. **Insert** in Section 17.16.030.G.7.d after the last sentence “Within the RN1, RN2, RL1, RL2, and RL3 zoning districts, the standards of Chapter 17.38 shall control height.”
23. **Insert** in Section 17.16.030.G.7.e after the last sentence “Within the RN1, RN2, RL1, RL2, and RL3 zoning districts, the standards of Chapter 17.38 shall control height.”
24. **Insert** “H. Design-Based Multi-Family” as follows:
1. Townhouses, house courts, townhouse courts, plex houses, and manor houses shall be permitted within the RN1 and RN2 zoning districts as regulated by Chapter 17.38.
  2. Townhouses, house courts, townhouse courts, plex houses, manor houses, multiplexes, low-rise courtyard flats, and low-rise flats shall be permitted within the RL1, RL2, and RL3 zoning districts as regulated by Chapter 17.38.

---

## **Chapter 17.20: Parking Loading and Access**

### **Article I. General Provisions**

25. Insert in section 17.20.020 (Applicability) “D. For properties zoned RN1, RN2, RL1, RL2, or RL3 districts, see Chapter 17.38 for additional parking dimensional standards.”

---

## **Chapter 17.24: Landscaping, Buffering and Tree Requirements**

### **Table of Landscape Buffer Yard Requirements: Section 17.24.230**

26. **Insert** “RN1, RN2, RL1, RL2, RL3” before R8 within column 2.
27. **Insert** “RN1, RN2, RL1, RL2, RL3” before R8 within row 2.
28. **Insert** “RN1, RN2<sup>2</sup>” before ON within column 4.
29. **Insert** “RL1, RL2, RL3<sup>2</sup>” before CL within column 5.
30. **Insert** “RN1, RN2<sup>2</sup>” before ON within row 4.
31. **Insert** “RL1, RL2, RL3<sup>2</sup>” before CL within row 5.
32. **Insert** in the notes to the table “**Note 2:** Per district standards, these apply only to Townhouse Court, Manor House, Multiplex, Low-rise Courtyard, and Low-rise Flats that share a side and/or rear property line with R- and RS-zoned land.”

---

## **Chapter 17.28: Environmental and Operational Performance Standards**

### **Lighting: Section 17.28.100**

33. **Insert** in Section 17.28.100.A in the definition of “Commercial” after “purposes” “or a townhouse, house court, townhouse court, plex house, or manor house.”
34. **Insert** in Section 17.28.100.A in the definition of “Residential” after “duplex” “or a townhouse, house court, townhouse court, plex house, or manor house.”

---

## **Chapter 17.38: Design-Based Multi-Family**



34. **Insert** Exhibit F as “Chapter 17.38 - Design-Based Multi-Family” with the following language:

“Chapter 17.38 – Design-Based Multi-Family adopted

The metropolitan government adopts Design -Based Multi-Family to be applicable throughout the metropolitan government. A copy of such standards is attached to the ordinance codified in this section and made a part hereof, the same as if copied verbatim herein.”

---

## **Chapter 17.40: Administration and Procedures**

### **Limits to Jurisdiction: Section 17.40.340.B**

35. **Insert** under “Zoning Districts”:

“RN1, RN2”

“RL1, RL2, RL3”

### **Administration and Procedures: Chapter 17.40**

36. **Insert** “Section 17.40.545 - Design-based multi-family design sites authority” as follows:

“The zoning administrator shall not issue any zoning, building or demolition permit for the construction, alteration, repair, demolition or relocation of a building or other structure within any design site within a design-based multi-family zoning district without prior approval of the planning department. Refer to Section 17.38.010.C - Administration for design sites requirements.”

## Exhibit B

Zoning District Land Use Table								
	Ag	Residential						
Key: P-Permitted PC-Permitted w/conditions* SE-Special exception* A-Accessory* O-Overlay * Refer to Chapter 17.16 for standards	AG and AR2a	RS80 through RS3.75-A	R80 through R6-A	RM2 through RM20-A-NS	RM40 through RM100-A-NS	RN1 and RN2	RL1, RL2, and RL3	MHP
<b>Residential Uses</b>								
Single-family	P	P	P	P	P	<u>PC***</u>	<u>PC***</u>	
Two-family	PC		PC	P	P	<u>PC***</u>	<u>PC***</u>	
Multi-Family				P	P	-	-	
<u>Townhouse (Design-based)</u>				<u>P</u>	<u>P</u>	<u>PC***</u>	<u>PC***</u>	
<u>House Court (Design-based)</u>				<u>P</u>	<u>P</u>	<u>PC***</u>	<u>PC***</u>	
<u>Townhouse Court (Design-based)</u>				<u>P</u>	<u>P</u>	<u>PC***</u>	<u>PC***</u>	
<u>Plex House (Design-based)</u>				<u>P</u>	<u>P</u>	<u>PC***</u>	<u>PC***</u>	
<u>Manor House (Design-based)</u>				<u>P</u>	<u>P</u>	<u>PC***</u>	<u>PC***</u>	
<u>Multiplex (Design-based)</u>				<u>P</u>	<u>P</u>		<u>PC***</u>	
<u>Low-Rise Courtyard Flats (Design-based)</u>				<u>P</u>	<u>P</u>		<u>PC***</u>	
<u>Low-Rise Flats (Design-based)</u>				<u>P</u>	<u>P</u>		<u>PC***</u>	
Elderly housing				P	P			
Mobile home dwelling	P							PC
Accessory apartment	A	A	A			<u>A***</u>	<u>A***</u>	
Accessory dwelling, detached			PC	PC	PC	<u>PC***</u>	<u>PC***</u>	
Boarding house				P	P			
Consignment sale	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Domesticated hens	P	A	A			<u>A***</u>	<u>A***</u>	
Garage sale	A	A	A	A	A	<u>A***</u>	<u>A***</u>	A
Historic bed and breakfast homestay	O	O	O	O	O	<u>O***</u>	<u>O***</u>	O
Historic home events	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Home occupation	A	A	A	A	A	<u>A***</u>	<u>A***</u>	A
Rural bed and breakfast homestay	SE							
Security residence								
Short term rental property (STRP) - Owner occupied	A	A	A	A^	A^	<u>A#***</u>	<u>A#***</u>	A
<b>Institutional Uses</b>								
Correctional facility	SE							
Cultural center	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Day care center (up to 75)	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE



Day care center (over 75)	SE*	SE*	SE*	SE	SE	<u>SE* ***</u>	<u>SE* ***</u>	SE
Day care home - Large	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Day care home - Small	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Day care--parent's day out	A	A	A	A	A	<u>A***</u>	<u>A***</u>	A
* Day care centers (over 75) as special exception uses in the AG, AR2a, RS80 through RS3.75 and R80 through R6 shall expire and are expressly repealed and shall no longer be in force and effect from and after July 1, 1999								
School day care	A	A	A	A	A	<u>A***</u>	<u>A***</u>	A
Monastery or convent	A			P	P			
Orphanage	P			P	P			
Religious institution	P	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
<b>Educational Uses</b>								
Business school								
College or university								
Community education	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Dormitory				P	P			
Fraternity/sorority house					P			
Personal instruction								
Vocational school								
<b>Office Uses</b>								
Alternative financial services								
Financial institution								
General office								
Leasing/sales office	A	A	A	A	A	<u>A***</u>	<u>A***</u>	A
<b>Medical Uses</b>								
Animal hospital								
Assisted-care living	P			P	P			
Hospice	P			P	P			
Hospital								
Medical appliance sales								
Medical office								
Medical or scientific lab								
Nonresidential drug treatment facility								
Nursing home	P			P	P			
Outpatient clinic								
Rehabilitation services	P							
Residence for handicapped (8 or more)				P	P			
Veterinarian								
<b>Commercial Uses</b>								
Animal boarding facility								
ATM								
Auction house								
Automobile convenience								
Automobile parking								
Automobile repair								
Automobile sales, new								
Automobile sales, used								
Automobile service								
Bar or nightclub								
Bed and breakfast inn								
Beer and cigarette market								

Boat Storage								
Business service								
Carpet cleaning								
Car wash								
Community Gardening (commercial)	P	SE	SE			<u>SE***</u>	<u>SE***</u>	
Community Gardening (non-commercial)	P	P	P			<u>P***</u>	<u>P***</u>	
Custom assembly								
Donation center, drop-off								
Electric vehicle charging facility								
Flea market								
Funeral home								
Furniture store								
Grocery store								
Home improvement sales								
Hotel/motel								
Inventory stock								
Kennel/stable	SE							
Laundry plants								
Liquor sales								
Major appliance repair								
Mobile storage unit								
Mobile vendor								
Nanobrewery								
Personal care services								
Restaurant, fast-food								
Restaurant, full-service								
Restaurant, take-out								
Retail								
Self-service storage								
Short term rental property (STRP) - Not owner occupied				PCA	PCA			
Vehicular rental/leasing								
Vehicular sales & services, limited								
Wrecker service								
<b>Communication Uses</b>								
Amateur radio antenna	A	A	A	A	A	<u>A***</u>	<u>A***</u>	A
Audio/video tape transfer								
Communications hut	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Multi-media production								
Printing and publishing								
Radio/TV studio								
Satellite dish	A	A	A	A	A	<u>A***</u>	<u>A***</u>	A
Telecommunication facility	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
<b>Industrial Uses</b>								
Artisan Distillery								
Asphalt plant								
Building contractor supply								
Compressor Station								
Concrete plant								
Distributive business/wholesale								
Fuel storage	A							



Heavy equipment sales & service								
Hazardous operation								
Manufacturing, Artisan								
Manufacturing, heavy								
Manufacturing, medium								
Manufacturing, light								
Microbrewery								
Research service								
Scrap operation								
Tank farm								
Tasting Room								
Warehouse								
<b>Transportation Uses</b>								
Airport, medium or large commercial service	PC							
Airport/heliport	SE							
Boatdock (commercial)								
Bus station/landport	SE							
Bus transfer station	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Commuter rail	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Helistop								
Motor freight								
Park and ride lot	SE	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	
Railroad station	SE							
Railroad yard								
Water taxi station								
<b>Utility Uses</b>								
Power/gas substation	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Power plant								
Reservoir/water tank	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Safety services	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Waste water treatment	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Water/sewer pump station	P	P	P	P	P	<u>P***</u>	<u>P***</u>	P
Water treatment plant	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Wind energy facility (small)	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Wind energy facility (utility)								
<b>Waste Management Uses</b>								
Collection center								
Construction/demolition landfill	PC							
Construction/demolition waste processing (project-specific)	PC	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Medical waste								
Recycling collection center	A	A	A	A	A	<u>A***</u>	<u>A***</u>	A
Recycling facility								
Sanitary landfill	PC							
Waste transfer								
<b>Recreation and Entertainment Uses</b>								
Adult entertainment								
After-hours establishment								
Camp	SE							

Club								
Commercial amusement (inside)								
Commercial amusement (outside)								
Country club	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Drive-in movie								
Driving range	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	
Fairground								
Golf course	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Greenway	P	P	P	P	P	<u>P***</u>	<u>P***</u>	P
Park	P	P	P	P	P	<u>P***</u>	<u>P***</u>	P
Racetrack	SE							
Recreation center	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Rehearsal hall								
Sex Club								
Small Outdoor Music Event								
Stadium arena/convention center								
Temporary festival		SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	SE
Theater								
Theatre								
Zoo	SE							
<b>Other Uses</b>								
Agricultural activity	P	A	A			<u>A***</u>	<u>A***</u>	
Cemetery	P	PC	PC	PC	PC	<u>PC***</u>	<u>PC***</u>	PC
Domestic animals / wildlife	P	A	A			<u>A***</u>	<u>A***</u>	
Mineral extraction	SE							
On-Site Agricultural Sales	PC							
Pond/lake	SE	SE	SE	SE	SE	<u>SE***</u>	<u>SE***</u>	P

1. Club is a permitted use only in ORI-A. Club is not a permitted use in ORI.

^Short Term Rental Property - Owner Occupied and Short Term Rental Property - Not Owner Occupied uses shall be prohibited from NS Districts.

^^ Refer to the standards and limitations in [Chapter 17.37](#) Downtown Code (DTC).

^^^ Uses located within the commercial compatibility overlay shall be regulated by Section 17.36.760 and Section 17.36.770

\*\*\* Refer to the standards and limitations in [Section 17.12.110 et seq](#) Chapter 17.38.

# Short Term Rental Property—Owner Occupied is only permitted with a single-family use.



## Exhibit C

**Table 17.12.020A**  
**SINGLE-FAMILY AND TWO-FAMILY DWELLINGS**

Zoning District	Minimum Lot Area (in sq. ft.)	Maximum Building Coverage	Minimum Rear Setback (in ft.)	Minimum Side Setback (in ft.)	Maximum Height
AG	5 acres	0.20	20	20	3 stories
AR2a	2 acres	0.20	20	20	3 stories
RS80, R80	80,000	0.20	20	20	3 stories
RS40, R40	40,000	0.25	20	15	3 stories
RS30, R30	30,000	0.30	20	15	3 stories
RS20, R20	20,000	0.35	20	10	3 stories
RS15, R15	15,000	0.35	20	10	3 stories
RS10, R10	10,000	0.40	20	5	3 stories
R8, R8-A	8,000	0.45	20	5	3 stories
RS7.5, RS7.5-A	7,500	0.45	20	5	3 stories
R6, R6-A	6,000	0.50	20	5	3 stories
RS5, RS5-A	5,000	0.50	20	5	3 stories
RS3.75, RS3.75-A	3,750	0.60	20	3	3 stories
RM2, RM2-NS	20,000	0.35	20	15	3 stories
RM4, RM4-NS	10,000	0.40	20	10	3 stories
RM6, RM6-NS	6,000	0.50	20	10	3 stories
RM9, RM9-A, RM9-NS, RM9-A-NS	5,000	0.50	20	5	3 stories
RM15, RM15-A, RM15-NS, RM15-A-NS	5,000	0.50	20	5	3 stories
RM20, RM20-A, RM20-NS, RM20-A-NS, OR20, OR20-A, OR20-NS, OR20-A-NS	3,750	0.60	20	5	3 stories
RM40, RM40-A, RM40-NS, RM40-A-NS, RM60, RM60-A, RM60-NS, RM60-A-NS, MUN, MUN-A, MUN-NS, MUN-A-NS, MUL, MUL-A, MUL-NS, MUL-A-NS, MUG, MUG-A, MUG-NS, MUG-A-NS, MUI, MUI-A, MUI-NS, MUI-A-NS, ON, OR40, OR40-A,	3,750	0.60	20	3	3 stories

OR40-NS, OR40-A-NS, ORI, ORI-A, ORI-NS, ORI-A-NS					
<u>RN1, RN2, RL1, RL2, RL3</u>	<u>See Chapter 17.38</u>	<u>See Chapter 17.38</u>	<u>See Chapter 17.38</u>	<u>See Chapter 17.38</u>	<u>See Chapter 17.38</u>
DTC	See Chapter 17.37	See Chapter 17.37	See Chapter 17.37	See Chapter 17.37	See Chapter 17.37



## Exhibit D

**Table 17.12.020B**

**MULTIFAMILY, MOBILE HOMES AND NONRESIDENTIAL USES**

Zoning Districts	Min. Lot Area (sq. ft.)	Max. Density (units per acre)	Max. FAR	Max. ISR	Min. Rear Setback (in ft.)	Min. Side Setback (in ft.)	Max. Height at Setback Line (in ft.)	Slope of Height Control Plane (V to H)
AG	5 acres	Doesn't apply	0.40	0.60	20	30	20	2 to 1
AR2a	2 acres	Doesn't apply	0.40	0.60	20	30	20	2 to 1
RS80, R80	80,000	Doesn't apply	0.40	0.60	20	30	20	2 to 1
RS40, R40	40,000	Doesn't apply	0.40	0.60	20	25	20	2 to 1
RS30, R30	30,000	Doesn't apply	0.40	0.60	20	25	20	2 to 1
RS20, R20	20,000	Doesn't apply	0.40	0.60	20	20	20	2 to 1
RS15, R15	15,000	Doesn't apply	0.40	0.60	20	20	20	2 to 1
RS10, R10	10,000	Doesn't apply	0.40	0.60	20	15	20	2 to 1
R8, R8-A	8,000	Doesn't apply	0.50	0.70	20	15	20	2 to 1
RS7.5, RS7.5-A	7,500	Doesn't apply	0.50	0.70	20	15	20	2 to 1
R6, R6-A	6,000	Doesn't apply	0.60	0.70	20	15	20	2 to 1
RS5, RS5-A	5,000	Doesn't apply	0.60	0.70	20	15	20	2 to 1
RS3.75, RS3.75-A	3,750	Doesn't apply	0.60	0.70	20	15	20	2 to 1
RM2, RM2-NS	66,000	2	0.40	0.60	20	20 See Note 3	20	2 to 1
RM4, RM4-NS	33,000	4	0.40	0.60	20	10 See Note 3	20	2 to 1
RM6, RM6-NS	22,000	6	0.60	0.70	20	10 See Note 3	20	2 to 1

RM9, RM9-NS	15,000	9	0.60	0.70	20	10 See Note 3	20	2 to 1
RM15, RM15- NS	10,000	15	0.75 See Note 2	0.70	20	10 See Note 3	20	2 to 1
RM20, RM20- NS, OR20, OR20- NS	7,500	20	0.80 See Note 2	0.70	20	5 See Note 3	30	2 to 1
RM40, RM40- NS, OR40, OR40- NS	6,000	40	1.00 See Note 2	0.75	20	5 See Note 3	45	2 to 1
RM60, RM60- NS	6,000	60	1.25 See Note 2	0.80	20	5 See Note 3	65	1.5 to 1
<u>RN1,</u> <u>RN2,</u> <u>RL1,</u> <u>RL2,</u> <u>RL3</u>	<u>See</u> <u>Chapter</u> <u>17.38</u>	<u>See</u> <u>Chapter</u> <u>17.38</u>	<u>See</u> <u>Chapter</u> <u>17.38</u>	<u>See</u> <u>Chapter</u> <u>17.38</u>	<u>See</u> <u>Chapter</u> <u>17.38</u>	<u>See</u> <u>Chapter</u> <u>17.38</u>	<u>See</u> <u>Chapter</u> <u>17.38</u>	<u>See</u> <u>Chapter</u> <u>17.38</u>
MHP	2.0 acres	9	See Ch. 17.16	See Ch. 17.16	See Ch. 17.16	See Ch. 17.16	See Ch. 17.16	No plane
DTC	See Ch. 17.37	See Ch. 17.37	See Ch. 17.37	See Ch. 17.37	See Ch. 17.37	See Ch. 17.37	See Ch. 17.37	See Ch. 17.37



## Exhibit E

**Table 17.12.020B.1**

**MINIMUM LOT SIZE AND SETBACKS FOR ATTACHED HOUSING**

Zoning District	Minimum Lot Area (sq. ft.)	Minimum Rear Setback (ft.)	Minimum Side Setback (ft.)	Maximum Height
RM2, RM2-NS, RM4, RM4-NS, RM6, RM6-NS, RM9, RM9-NS, RM9-A, RM9-A-NS	2,800	5	0 common wall 5 end unit	3 stories
RM15, RM15-NS, RM15-A, RM15-A-NS	1,800	5	0 common wall 5 end unit	3 stories
RM20, RM20-NS, RM20-A, RM20-A-NS OR20, OR20-NS, OR20-A, OR20-A-NS, OR40, OR40-NS, OR40-A, OR40-A-NS, ORI, ORI-NS, ORI-A, ORI-A-NS, MUN, MUN-NS, MUN-A, MUN-A-NS, MUL, MUL-NS, MUL-A, MUL-A-NS, MUG, MUG-NS, MUG-A, MUG-A-NS, MUI, MUI-NS, MUI-A, MUI-A-NS, RM40, RM40-NS, RM40-A, RM40-A-NS, RM60, RM60-NS, RM60-A, RM60-A-NS, RM80-A, RM80-A-NS, RM100-A, RM100-A-NS	1,500	5	0 common wall 5 end unit	3 stories
<u>RN1, RN2, RL1, RL2, RL3</u>	<u>See Chapter 17.38</u>	<u>See Chapter 17.38</u>	<u>See Chapter 17.38</u>	<u>See Chapter 17.38</u>
DTC	See Chapter 17.37	See Chapter 17.37	See Chapter 17.37	See Chapter 17.37

17.38.010.A Residential Neighborhood



1. Intent

Intended for residential development, generally in the form of houses or townhouses, with private or shared open space. This district is appropriate for providing lower levels of density at strategic locations in urban and suburban areas—such as in transition zones near corridors, close to community amenities like parks and schools, or in areas with good access to arterial streets. Preference is given to locations with mass transit service.

2. Zones	Context
Residential Neighborhood 1 (RN1)	Suburban
Residential Neighborhood 2 (RN2)	Urban

3. Allowed Building Types

- Single Family
- Two Family
- Townhouse
- House Court
- Townhouse Court
- Plex House
- Manor House (RN2 only)

Note 1: Detached Accessory Dwelling Units allowed with Single Family Building Types with conditions from [Section 17.16.30.G](#), except for lot area, height, and setbacks, which are regulated by this chapter.

Note 2: Not-owner occupied Short Term Rentals are prohibited. Owner-occupied Short Term Rentals allowed with Single Family Building Type only per [Section 6.28.30](#).

Note 3: Non-residential uses are permitted per Table 17.08.030 and are subject to the bulk standards for R6 in [Table 17.12.020B](#).





**4. Lot**

Lot Size	RN1	RN2
Area	6,000 sf min.	5,000 sf min.
Width	<b>A</b> 60' min.	40' min.
Depth	<b>B</b> 90' min.	90' min.

RN minimum lot area, lot width, and lot depth requirements shall be waived if in compliance with [Section 17.40.670](#) and one of the following conditions are met:

- The site has access to a side street or improved alley.
- The width of the primary structure's main body is at least 18 feet wide, and the highest roofline of the primary structure does not exceed a ratio of 1.0 horizontal to 1.5 vertical.

**5. Building Placement****Setback**

Front (Build-To Zone)	<b>C</b> 20' min.; 30' max.	10' min.; 25' max.
Side Street (Build-To Zone)	<b>D</b> 15' min.; 25' max.	5' min.; 15' max.
Side	<b>E</b> 5' min.	5' min.
Rear		
Main Building	<b>F</b> 15' min.	15' min.
Accessory Structure(s)	<b>G</b> 5' min.	5' min.

Build-to shall align with the contextual setback (see [Section 17.12.030.c\(3\)](#)) when (1) the lot depth beyond the contextual setback is equal to or greater than the minimum lot depth required of the district or (2) the contextual setback is less than the build-to zone maximum. Otherwise, the build-to zone maximum is used.

Facade Zone	RN1	RN2
Main building shall define required % of the linear length of the Front Build-To Zone	50% min.	50% min.
Main building shall define required % of the linear length of the Side Street Build-To Zone	30% min.	30% min.

**Encroachments into Setbacks**

Private Frontage Types may encroach into front and side street setbacks; and shall not be located in side or rear setbacks.

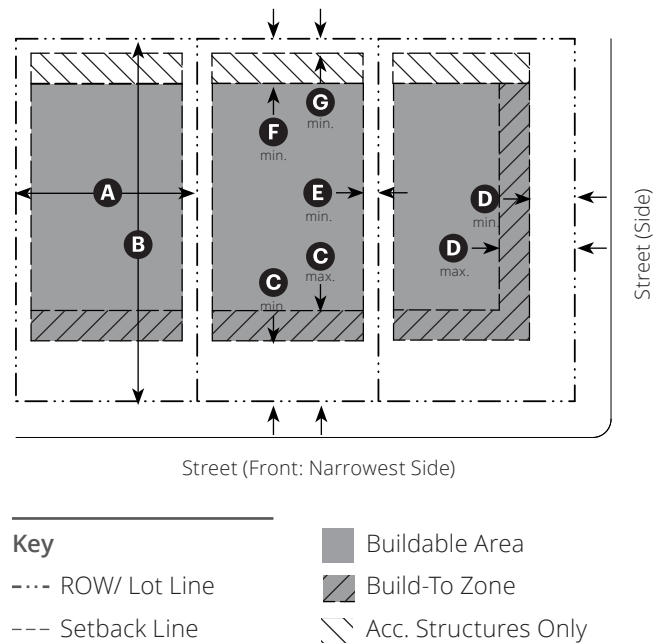
Architectural features may encroach up to 3 feet toward shared interior property lines, and up to 5 feet in all other building setbacks. Architectural features cannot cross property lines.

Fences, freestanding landscape walls, shrubs, and landscaping may encroach up to 3 feet into front or side street setbacks; and are allowed within side and rear setbacks.

Stormwater features may encroach into setbacks.

Encroachments are not allowed within utility easement area, ROW, alley, or across a property line.

**Figure: 17.38.010.A(1).** For A, B, C, D, E, F, and G see lettered sections in 17.38.010.A Table 4 and Table 5 for minimum and maximum requirements.



**Landscape Buffer**

See [Table 17.24.230](#) for landscape buffer yard requirements.

Landscape buffer yards within RN vary by building type.

No landscape buffer yard is required between properties zoned RN, regardless of building type.

No landscape buffer yard is required between properties zoned RN and RL.

**6. Building Form**

Height	RN1	RN2
<b>Main Building</b>		
Stories	2.5 max.	3 max.

See [Section 17.38.020](#) for additional height standards. Building type standards may further limit height. Height shall be measured from the average grade plane post-development.

Highest Roof Line (H)	<b>H</b>	Maximums are set by building type.
Highest Eave (I)	<b>I</b>	

**Accessory Structure(s)**

Stories	2 max.	2 max.
Highest Roof Line	30' max.	30' max.
Highest Eave	24' max.	24' max.

Floor-to-Floor	RN1	RN2
Ground Floor	<b>J</b> 9' min.	9' min.
Upper Floors	<b>K</b> 8' min.	8' min.

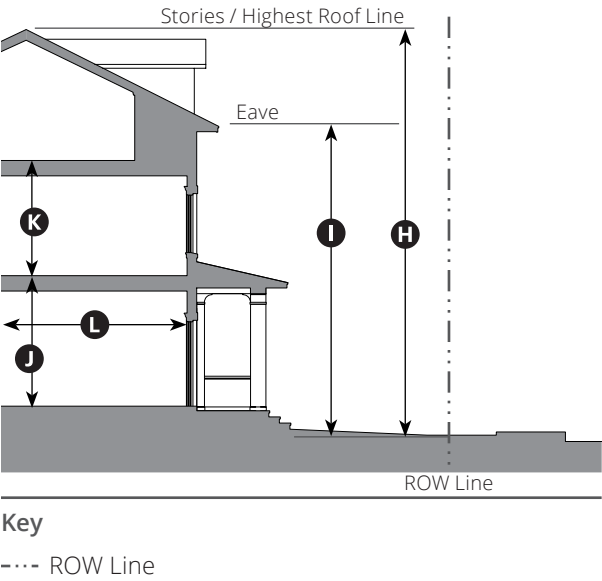
**Ground Floor Residential**

or Active Space	RN1	RN2
Depth of active ground floor use along front and side street façade	<b>L</b> 10' min.	10' min.

Coverage	RN1	RN2
Building Coverage	0.4 max.	0.5 max.

See [Section 17.28](#) for Environmental Performance Standards.

**Figure: 17.38.010.A(2).** For H, I, J, K, and L, see lettered sections in 17.38.010.A Table 6 for minimum and maximum requirements





## 7. Parking Location

Setback	RN1	RN2
Front	<b>M</b> 10' behind facade	10' behind facade
Side Street	<b>N</b> 10' behind facade	10' behind facade
Side	<b>O</b> 3' min.	3' min.
Rear	<b>P</b> 3' min.	3' min.

## Dimensional Standards

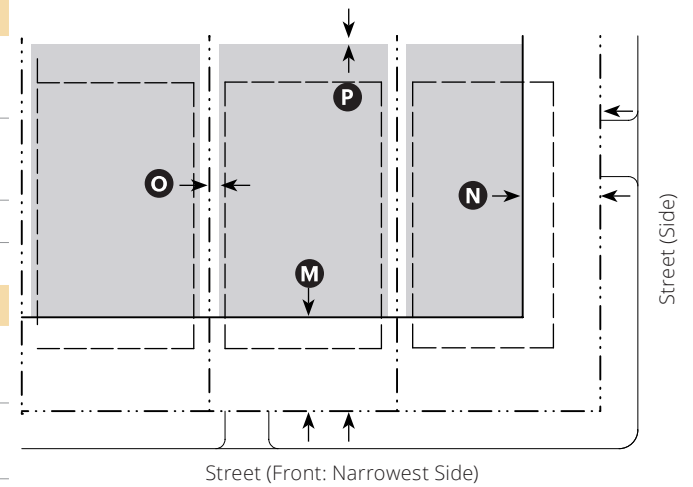
15 feet maximum width for driveway curb cuts; unless required to be wider by the fire department.

Driveway curb cuts along an alley may be greater than 12 feet in width.

Parking shall meet the dimensional standards set forth in [Section 17.20.060](#) of the Metropolitan Code.

Parking lot perimeter screening and interior planting requirements per [Sections 17.24.140](#) and [17.24.160](#).

**Figure: 17.38.010.A(3).** For M, N, O, and P, see lettered sections in 17.38.010.A Table 7 for requirements.



### Key

- ROW / Lot Line
- Building Setback Line
- Allowed Parking Area
- Building Facade

## 17.38.010.B Residential Limited



### 1. Intent

Intended for residential development, generally in the form of houses, townhouses, or small apartment buildings, with private or shared open space. This district is appropriate for providing moderate levels of density at strategic locations close to transit corridors.

2. Zones	Context
Residential Limited 1 (RL1)	Suburban
Residential Limited 2 (RL2)	Urban
Residential Limited 3 (RL3)	Center
3. Allowed Building Types	Eligible for Voluntary Attainable Housing Incentive
Single Family	No
Two Family	No
Townhouse	Yes
House Court	No
Townhouse Court	Yes
Plex House	Yes
Manor House	Yes
Multiplex	Yes
Low-rise Courtyard Flats	Yes
Low-rise Flats (RL3 only)	Yes

Note 1: Detached Accessory Dwelling Units allowed with Single Family Building Types with conditions from [Section 17.16.30.G](#), except for lot area, height, and setbacks, which are regulated by this chapter.

Note 2: Not-owner occupied Short Term Rentals are prohibited. Owner-occupied Short Term Rentals allowed with Single Family Building Type only per [Section 6.28.30](#).

Note 3: Non-residential uses are permitted per [Table 17.08.030](#) and are subject the bulk standards for R6 in [Table 17.12.020B](#).





**4. Lot**

Lot Size	RL1	RL2	RL3
Area	5,000 sf min.	5,000 sf min.	5,000 sf min.
Width	<b>A</b> 50' min.	40' min.	40' min.
Depth	<b>B</b> 90' min.	90' min.	90' min.

Minimum lot area, lot width, and lot depth requirements shall be waived if in compliance with [Section 17.40.670](#) and one of the following conditions are met:

- The site has access to a side street or improved alley.
- The width of the primary structure's main body is at least 18 feet wide, and the highest roofline of the primary structure does not exceed a ratio of 1.0 horizontal to 1.5 vertical.

**5. Building Placement**

Setback	RL1	RL2	RL3
Front (Build-To Zone)	<b>C</b> 10' min.; 25' max.	10' min.; 25' max.	5' min.; 15' max.
Side Street (Build-To Zone)	<b>D</b> 10' min.; 25' max.	10' min.; 20' max.	5' min.; 15' max.
Side	<b>E</b> 5' min.	5' min.	5' min.
Rear			
Main Building	<b>F</b> 10' min.	10' min.	10' min.
Accessory Structure(s)	<b>G</b> 5' min.	5' min.	5' min.

Setbacks should align with the contextual setback (see [Section 17.12.030.c\(3\)](#)). If the contextual setback is greater than the max setback for the district, then the district max shall apply.

**Facade Zone**

Main building shall define required % of the linear length of the Front Build-To Zone 50% min.

Main building shall define required % of the linear length of the Side Street Build-To Zone 30% min.

**Encroachments into Setbacks**

Private Frontage Types may encroach into front and side street setbacks; and shall not be located in side or rear setbacks.

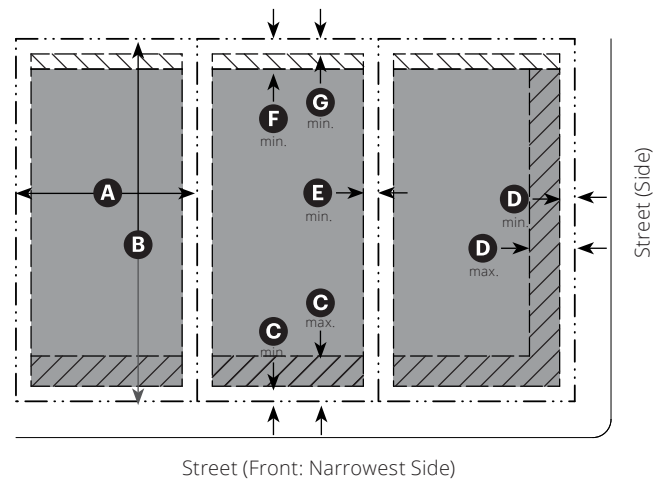
Architectural features may encroach up to 5 feet into building setbacks. Architectural features cannot cross property lines.

Fences, freestanding landscape walls, shrubs and landscaping may encroach up to 3 feet into front or side street setbacks; and are allowed within side and rear setbacks.

Stormwater features may encroach into setbacks.

Encroachments are not allowed within utility easement area, ROW, alley, or across a property line.

**Figure: 17.38.010.B(1).** For A, B, C, D, E, F, and G see lettered sections in 17.38.010.B Table 4 and Table 5 for minimum and maximum requirements.

**Key**

--- ROW / Lot Line

--- Setback Line

■ Buildable Area

▨ Build-To Zone

▤ Acc. Structures Only

**Landscape Buffer**

See [Table 17.24.230](#) for landscape buffer yard requirements.

No landscape buffer yard is required between properties zoned RN and RL.

**6. Building Form**

Height	RL1	RL2	RL3
<b>Main Building</b>			
Stories	2.5 max.	3 max.	4 max.

See [Section 17.38.020](#) for additional height standards. Building type standards may further limit height. Height shall be measured from the average grade plane post-development.

Highest Roof Line (H)	<b>H</b>	Maximums are set by building type.	
Highest Eave (I)	<b>I</b>		

**Accessory Structure(s)**

Stories	2 max.	2 max.	2 max.
Highest Roof Line	30' max.	30' max.	30' max.
Highest Eave	24' max.	24' max.	24' max.

Floor-to-Floor	RL1	RL2	RL3
Ground Floor	<b>J</b> 9' min.	9' min.	9' min.
Upper Floors	<b>K</b> 8' min.	8' min.	8' min.

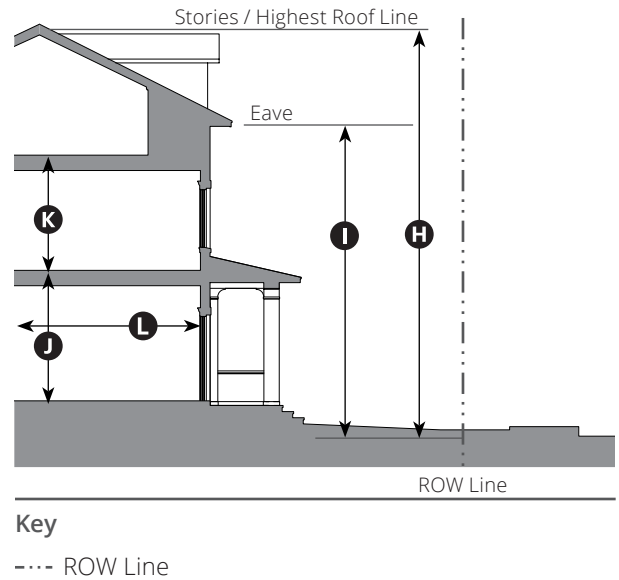
**Ground Floor****Residential or Active**

Space	RL1	RL2	RL3
Depth of active ground floor use along front and side street façade	<b>L</b> 10' min.	10' min.	10' min.

Coverage	RL1	RL2	RL3
Building Coverage	0.6 max.	0.6 max.	0.6 max.

See [Section 17.28](#) for Environmental Performance Standards.

**Figure: 17.38.010.B(2).** For H, I, J, K, and L, see lettered sections in 17.38.010.B Table 6 for minimum and maximum requirements.





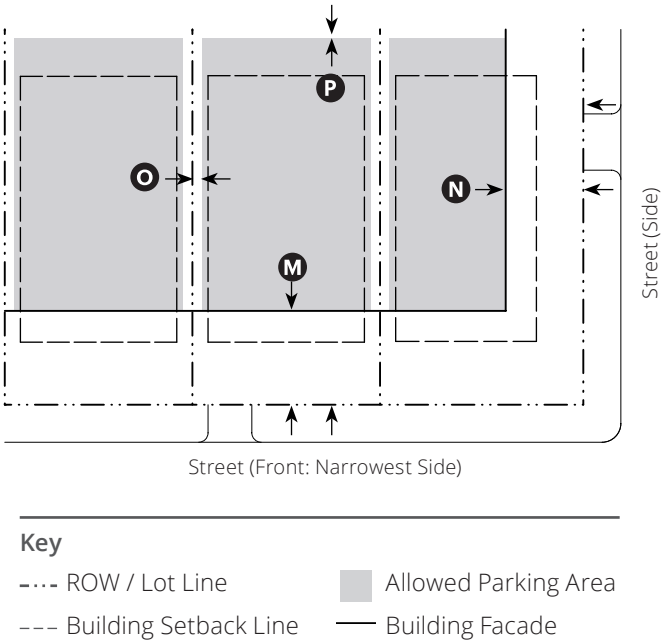
7. Parking Location				
Setback		RL1	RL2	RL3
Front	<b>M</b>	10' behind facade	10' behind facade	10' behind facade
Side Street	<b>N</b>	10' behind facade	10' behind facade	10' behind facade
Side	<b>O</b>	3' min.	3' min.	3' min.
Rear	<b>P</b>	3' min.	3' min.	3' min.

Dimensional Standards	
15 feet maximum width for driveway curb cuts; unless required to be wider by the fire department.	
Driveway curb cuts along an alley may be greater than 12 feet in width.	
Parking shall meet the dimensional standards set forth in <a href="#">Section 17.20.060</a> of the Metropolitan Code.	
Parking lot perimeter screening and interior planting requirements per <a href="#">Sections 17.24.140</a> and <a href="#">17.24.160</a> .	

8. Voluntary Attainable Housing Incentive (RL)	
Buildings that comply with the requirements of the voluntary housing incentive program, as approved by Ordinance No. BL2025-1008, including any amendments, and the attainable housing requirements of <a href="#">Table 17.38.010.B-1</a> are eligible for incentives listed in <a href="#">Table 17.38.010.B-1</a> . All units must be built and maintained to uniform standards in both construction and operations. Income-qualified units must be comparable to unrestricted units. All other District and Building Type standards apply.	

Table 17.38.010.B-1			
(a) Attainable Housing Requirements			
		Option 1	Option 2
Set-aside	Percentage of units within the building	10%	5%
Income qualification	Maximum % of AMI of residents	80%	60%
(b) Building Form and Parking Incentives			
Height	Additional stories	2 max.	
Units	No maximum unit count		
Parking	No parking required for income-qualified units		

**Figure: 17.38.010.B(3).** For M, N, O, and P, see lettered sections in 17.38.010.B Table 7 for requirements.



## 17.38.010.C Administration

### 1. Design sites

Multiple building types may be accommodated on a single parcel with a showing that each building can accommodate a lot that meets the requirements of the zoning district. See [Table 17.38.010.C-1](#). The planning department may require subdivision for large or complex sites where right of way or public utility infrastructure is necessary for the public welfare.

Application for a design site shall be made with the Planning Department before submitting a final site plan to the Codes Department. Such application shall include a plan showing building, lot, and open space layouts, any public dedications and reservations as required by the Major and Collector Street Plan, and the provisions of the base zoning requirements requested to be modified.

### 2. Dedications

When a right-of-way dedication is required for an existing lot or parcel along an existing street, the minimum lot area shall be considered to be the area prior to the dedication. Sidewalks shall be constructed to the standard of the Major and Collector Street Plan or, if on a local street, to local street standards.

### 3. Modifications

Based on site-specific issues, modifications to the standards of 17.38.010 or 17.38.020 may be necessary. Any standard may be modified other than lot size, unit count, total building coverage, and land uses, insofar as the intent of the standard is being met; the modification results in better urban design for the neighborhood as a whole; and the modification does not impede or burden existing or future development of adjacent properties. Planning commission or planning department staff may approve modifications as follows:

- A. The planning department staff may approve minor modifications, those containing deviations of 25 percent or less of a numerical standard or locational or access requirements in order to accommodate other life, health and safety requirements or to retain existing structures.
- B. Major modifications, deviations of more than 25 percent, will be considered by the planning commission.
- C. Application for a modification to the standards shall be made with the Planning Department before submitting a final site plan to the Codes Department. Such application shall include a plan showing building, lot, and open space layouts, any public dedications and reservations as required by the Major and Collector Street Plan, and the provisions of the base zoning requirements requested to be modified.

### 4. Variances

The zoning administrator shall include the recommendation of the planning department with any request for variance.

### 5. Setbacks for Irregular Lots

Wherever a lot is of such irregular shape that the setback provisions cannot be readily applied, the zoning administrator shall interpret the application of the setback provisions.

### 6. Encroachment into Setbacks

- A. Other permitted setback encroachments per Sections 17.12.040 and 17.38.030.
- B. The zoning administrator may allow necessary adjustments to the build-to zone when existing utilities or utility easements are within the build-to zone and unusual circumstances require that the utilities cannot be relocated or easements reduced. Upon allowing an adjustment to the build-to zone, the zoning administrator may also allow adjustments to the rear setback and landscape buffer yard as authorized by Table 17.24.230, to provide for a necessary building area. The zoning administrator may allow necessary adjustments to the build-to zone, rear setback and landscape buffer yard based on the nature of the existing and future land uses and site conditions in the general vicinity after receiving a written recommendation from the planning department and any relevant department or agency.

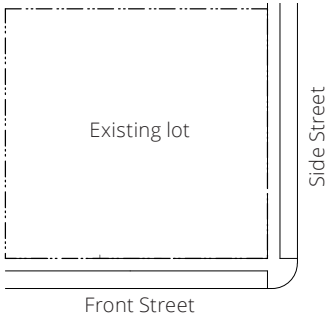


Table 17.38.010.C-1: Example of Multiple Buildings on an Existing Lot

Step 1: Determine Applicability

Multiple buildings are allowed on an existing lot only in the Residential Neighborhood (RN) and Residential Limited (RL) zoning districts.

See Zoning Map to identify if applicable zoning districts apply to the development site.

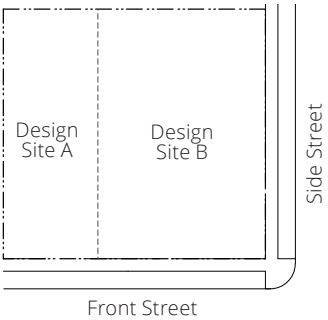


Step 2: Apply Design Sites

When siting multiple buildings on an existing lot, each existing lot shall be divided into hypothetical lots, or design sites, that meet the standards of the applicable zone district.

Each design site is required to front onto the adjacent street. Where there are two adjacent streets, the design site(s) may front on either in compliance with the standards.

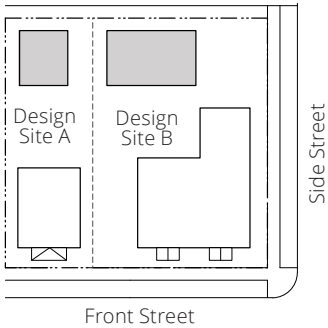
Select only one primary building type for each design site from the allowed building types for the zoning district.



Step 3: Apply Building Types

Apply a building type on each design site in compliance with the required setbacks and other standards of the Residential Neighborhood (RN) or Residential Limited (RL) zoning district, and applicable building type standards.

Select and apply building frontage type(s) to each building/unit entry.



Key			
--- Parcel Line	--- Design Site Line	Principal Building	Accessory Building

---

**17.38.020.A Purpose**

This Section sets forth standards for the development of individual design-based building types to achieve the intended physical character of each zone and provide for housing opportunities within neighborhoods.

---

**17.38.020.B Building Types**

1. Each lot shall have only one principal building type, except as follows:
  - A. The House Court and Townhouse Court may allow multiple units per [Subsection 17.38.020.H \(House Court\)](#) and [Subsection 17.38.020.I \(Townhouse Court\)](#).
  - B. More than one building type is allowed on a lot that identifies multiple design sites that meet the standards of the underlying zoning district and this Section. See [Table 17.38.010.C-1](#).

---

**17.38.020.C Interpreting Standards**

1. When standards of the underlying zoning district and building type conflict, the most restrictive standard controls. If an attainability incentive is sought, the bonus is applied to the most restrictive standard.
2. Width and depth standards do not specify an orientation to the lot or street.



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## 17.38.020.D Definitions

**Architectural features:** An exterior building element intended to provide ornamentation to the building massing, including, but not limited to, eaves, cornices, bay windows, window and door surrounds, chimneys, light fixtures, and balconies.

**Lot:** For the purposes of this section, lot includes lots as defined in [Sec. 17.04.060](#), as well as design sites, as illustrated in [Table 17.38.010.C-1](#).

**Townhouse:** A small-to-large-sized, typically attached, building with a rear yard comprising of at least 3 Townhouses placed side-by-side. Each Townhouse consists of 1 unit, unless otherwise noted. This type is typically located within moderate-to-high intensity neighborhoods, or on or near a neighborhood's main street.

**Townhouse, Run:** A series of individual, consecutive townhouses attached by a shared vertical wall, the number of which is determined by the zone.

**Townhouse, Lot:** An individual parcel of land designated for a single townhouse dwelling unit within a run of attached units. Each lot typically includes the dwelling unit, private yard or open space (if applicable), and may share one or more side lot lines with adjoining townhouse lots through common walls.

**Main Body:** The primary volume or massing of a principal building, typically excluding projections like architectural features, attached garages, building frontage types, or secondary wings.

**Secondary Wing:** A structure that extends at least five feet from and is secondary to the main body of a principal building.

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17.38.020.E Overview

Table 17.38.020.E-1 (Building Types Overview) provides an overview of the allowed building types.

Table 17.38.020.E-1: Building Types Overview

Building Type



**Single Family 17.38.020.F.** A building consisting of one unit within a single-building, scaled to fit within lower-intensity neighborhoods. A detached accessory dwelling may be allowed.



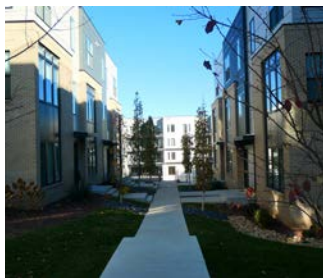
**Two Family 17.38.020.F.** A building consisting of two units within a single-building massing. This type has the appearance of a single-family home and is scaled to fit within lower-intensity neighborhoods.



**Townhouse 17.38.020.G.** A small-to-large-sized, typically an attached building with a rear yard that consists of at least 3 Townhouses placed side-by-side. Each Townhouse generally consists of 1 unit. This type is typically located within moderate-to-high intensity neighborhoods, or on or near a neighborhood main street.



**House Court 17.38.020.H.** A group of detached buildings arranged to define a shared court that is typically perpendicular to the street. The shared court is common open space and takes the place of a private rear yard. This type is scaled to fit within low-to-moderate-intensity neighborhoods and in non-residential contexts.



**Townhouse Court 17.38.020.I.** A group of attached buildings arranged to define a shared court that is typically perpendicular to the street. The shared court is common open space and takes the place of a private rear yard. This type is scaled to fit within moderate-intensity neighborhoods and in non-residential contexts.

Table 17.38.020.E-1: Building Types Overview (Continued)

## Building Type



**Plex House 17.38.020.J.** A detached building that consists of 3 to 6 side-by-side and/or stacked units, typically with one shared entry at the front and/or individual entries along the front or side. This type has the appearance of a single-family house in a single cohesive building form and is scaled to fit into low- to moderate-intensity neighborhoods.



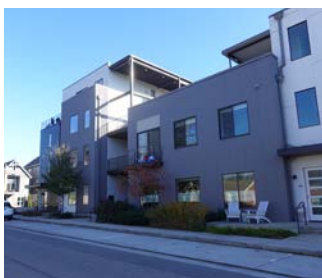
**Manor House 17.38.020.K.** A detached building that consists of 6 to 10 side-by-side and/or stacked units, typically with one shared entry and sometimes secondary individual entries at the front or side. This type features a single cohesive building form and is scaled to fit within moderate-intensity neighborhoods or as a small portion of lower-intensity neighborhoods.



**Multiplex 17.38.020.L.** A detached building that consists of 10 to 25 side-by-side and/or stacked units, typically with one shared entry and sometimes secondary individual entries at the front or side. This type is scaled to fit within moderate-intensity neighborhoods and/or to transition between low-intensity neighborhoods to corridors.



**Low-rise Courtyard Flats 17.38.020.M.** A building that consists of 10 to 25 side-by-side and/or stacked units, accessed from one or more shared courtyards. The shared court is common open space and takes the place of a rear yard. Shared entries and/or individual entries are accessed off the court or front street. This type is scaled to fit within moderate-intensity neighborhoods and/or to transition between low-intensity neighborhoods to corridors.



**Low-rise Flats 17.38.020.N.** A building that consists of stacked units. The building may be attached or detached from adjacent buildings. This type is intended to provide residential uses or a vertical mix of ground floor nonresidential and upper floor residential uses. This type is typically used to transition between moderate-intensity neighborhoods to corridors, or along corridors and in centers.



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## 17.38.020.F Single Family/Two Family



*A Two Family Side-by-Side with separate entrances.*



*A Single Family Home*



*A Two Family Stacked.*

### 1. Description

**Single Family.** A building consisting of one unit within a single-building, scaled to fit within lower-intensity neighborhoods. A detached accessory dwelling may be allowed.

**Two Family.** A building consisting of two units within a single-building massing. This type has the appearance of a medium-to-large single-family home and is scaled to fit within lower-intensity neighborhoods.

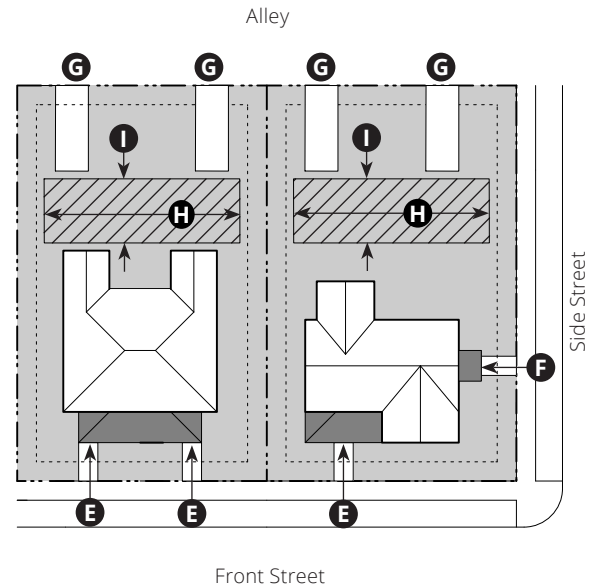
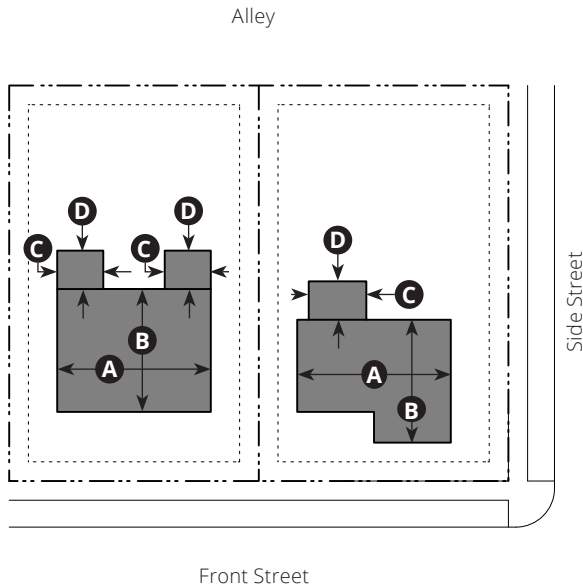
*General Note: Photos on this page are illustrative, not regulatory.*



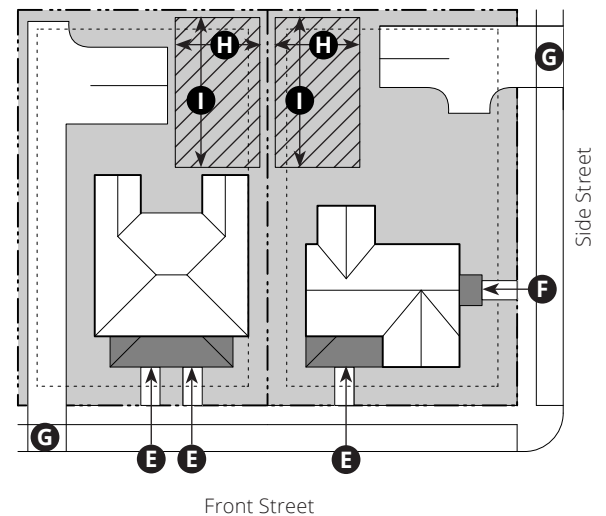
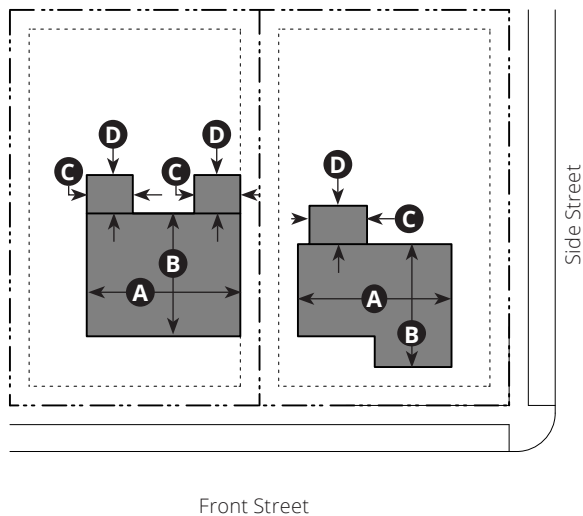
**Figure 17.38.020.F(1).** For A, B, C, and D see lettered sections in 17.38.020.F Table 3.

**Figure 17.38.020.F(2).** For E and F see lettered sections in 17.38.020.F Table 5. For G, see lettered section in 17.38.020.F Table 6. For H and I, see lettered section in 17.38.020.F Table 7.

### Lot(s) with Alley Access



### Lot(s) without Alley Access



#### Key

- ROW / Lot Line
- Setback Line
- Building

#### Key

- ROW / Lot Line
- Setback Line
- Building Frontage
- Pervious Surface
- ▨ Private Open Space

**2. Number of Units**

Units per Building	2 max.
Buildings per Lot	1 max.

**3. Building Size and Massing****Height**

Main Body	RN1/RL1	RN2/RL2/RL3
Stories	2 stories max.	2.5 stories max.
Height to Highest Roof Line	30' max.	35' max.
Height to Highest Eave	24' max.	28' max.

**Secondary Wing(s)**

Stories	0.5 stories less than primary building
---------	--

**Building Footprint****Main Body**

Width	48' max.	48' max.	<b>A</b>
Depth	40' max.	40' max.	<b>B</b>

**Secondary Wing(s)**

Width	15' max.	15' max.	<b>C</b>
Depth	25' max.	25' max.	<b>D</b>

Each side of a building may have a maximum of one secondary wing and a maximum of two secondary wings along the rear.

**4. Allowed Frontage Types**

Porch Projecting	<a href="#">17.38.030.D</a>
Porch Engaged	<a href="#">17.38.030.E</a>
Dooryard	<a href="#">17.38.030.F</a>
Stoop	<a href="#">17.38.030.G</a>

**5. Pedestrian Access****Principal Pedestrian Entrance**

Interior Lot	Front street	<b>E</b>
Corner Lot	Units on a corner may enter from the side street.	<b>F</b>

**6. Vehicle Access and Parking****Access****G**

Maximum of 1 driveway curb cut every 75 feet of street frontage.

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

**7. Common Open Space**

Width	15' min.	<b>H</b>
Depth	15' min.	<b>I</b>

Common Open Space requirement may be substituted with two 8' x 15' private open spaces.

Required front and side street setbacks shall not be included in the minimum open space area calculation.

Driveways and parking are not allowed within a required open space.

Required open space shall be located behind the main body of the building.



## 17.38.020.G Townhouse



*Three-story Townhouses with simple articulation and Stoop frontages.*



*Townhouses with minimal separations between them.*



*Townhouses with a Stoop frontage type.*

### 1. Description

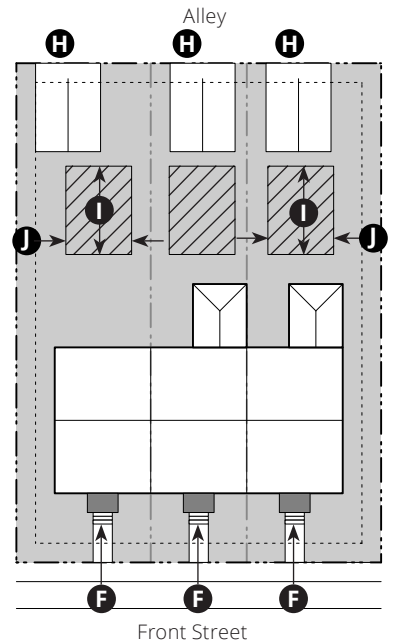
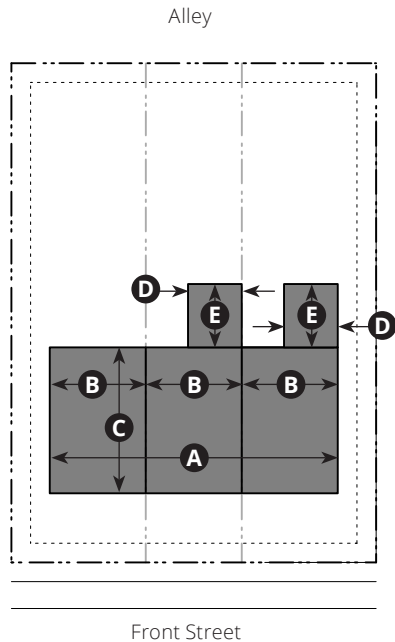
A small-to-large-sized, typically an attached, building with a rear yard that consists of at least 3 Townhouses placed side-by-side. Each Townhouse generally consists of 1 unit. This type is typically located within moderate-to-high intensity neighborhoods, or on or near a neighborhood main street.

*General Note: Photos on this page are illustrative, not regulatory.*

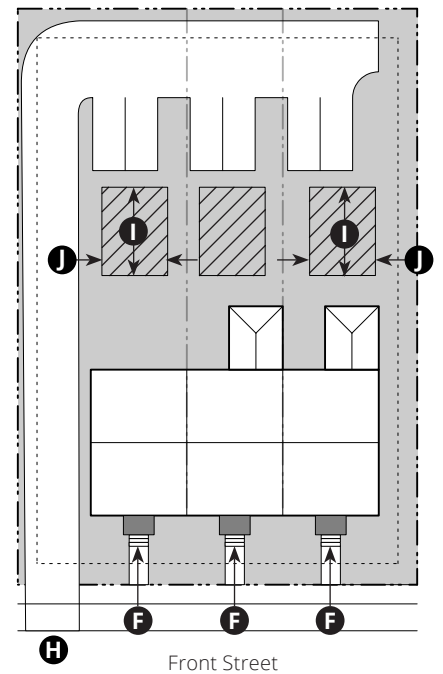
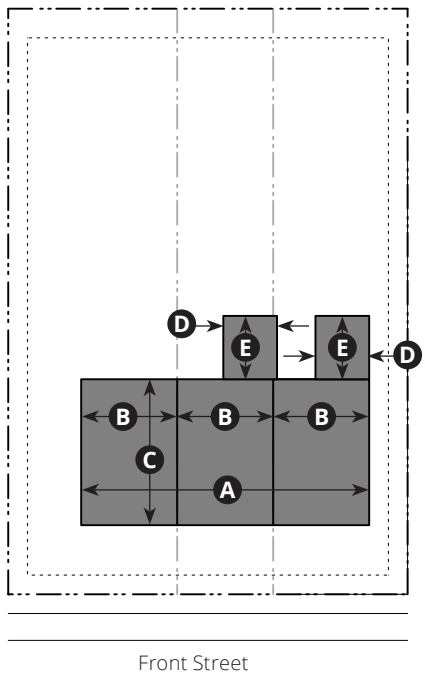
**Figure 17.38.020.G(1).** For A, B, C, D and E see lettered sections in 17.38.020.G Table 3.

**Figure 17.38.020.G(2).** For F see lettered sections in 17.38.020.G Table 5. For H, see lettered section in 17.38.020.G Table 6. For I and J, see lettered section in 17.38.020.G Table 7.

**Lot(s) with Alley Access**



**Lot(s) without Alley Access**



**Key**

- ROW / Lot Line
- Setback Line
- Building

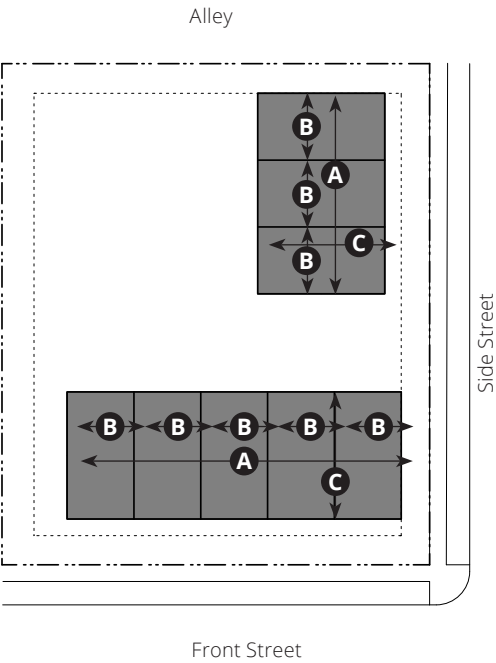
**Key**

- ROW / Lot Line
- Setback Line
- Building Frontage
- Pervious Surface
- ▨ Private Open Space

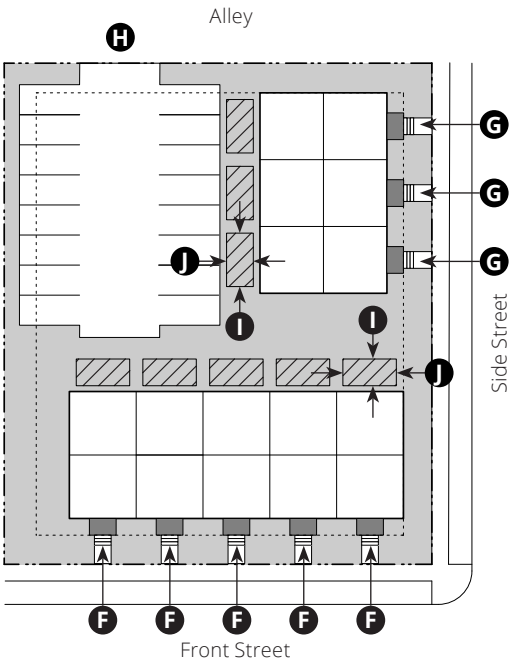


**Figure 17.38.020.G(3).** For A, B, C, see lettered sections in 17.38.020.G Table 3.

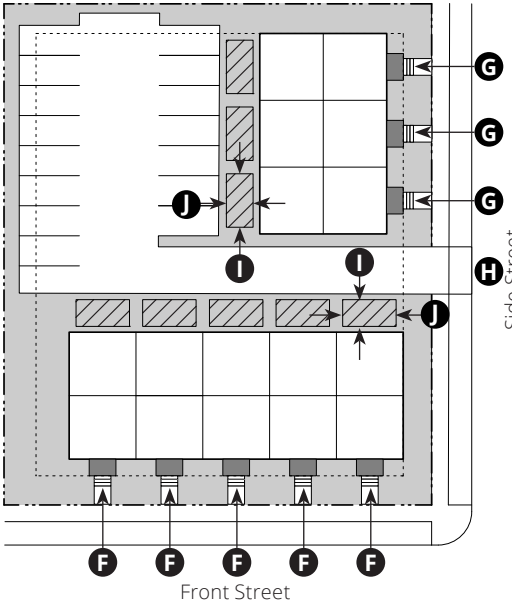
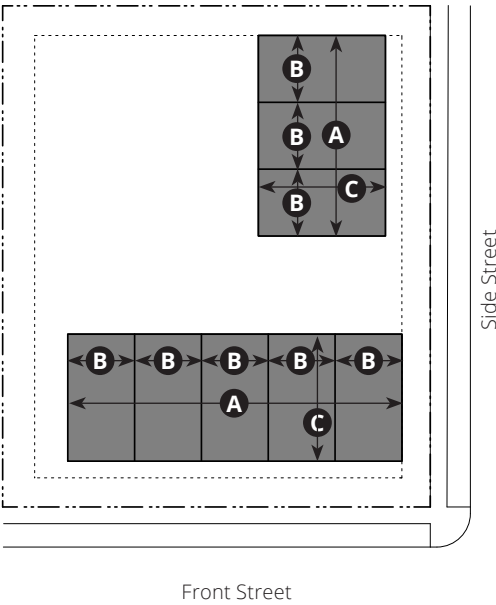
**Lot(s) with Alley Access**



**Figure 17.38.020.G(4).** For F and G see lettered sections in 17.38.020.G Table 5. For H, see lettered section in 17.38.020.G Table 6. For I and J, see lettered section in 17.38.020.G Table 7.



**Lot(s) without Alley Access**



**Key**

- ROW / Lot Line
- ..... Setback Line
- Building

**Key**

- ROW / Lot Line
- ..... Setback Line
- Building Frontage
- Pervious Surface
- ▨ Private Open Space

## 2. Number of Units

	RN1/RL1	RN2/RL2/RL3
Units per Townhouse	1 max.*	1 max.*
Townhouses in a Run	3 min.; 5 max.	3 min.; 8 max.

\*One townhouse per run may consist of up to 3 stacked units.

## 3. Building Size and Massing

### Height

Main Body	RN1/RL1	RN2/RL2/RL3
Stories	2.5 stories max.	3 stories max.
Height to Highest Roof Line	35' max.	45' max.
Height to Highest Eave	28' max.	35' max.

### Secondary Wing(s)

Stories	0.5 stories less than primary building
---------	--

### Building Footprint

Main Body	RN1/RL1	RN2, RL2, RL3	
Maximum Width per Run	90' max.	160' max.	<b>A</b>
Townhouse Width	18' min.; 30' max.		<b>B</b>
Townhouse Depth	40' max.	40' max.	<b>C</b>

### Secondary Wing(s)

Width	75% of main body width max.	<b>D</b>
Depth	25' max.	<b>E</b>

Sides and rear of a building may have a maximum of one secondary wing. Secondary wings may not be used to attach buildings or units.

## 4. Allowed Frontage Types

Porch Projecting	17.38.030.D
Porch Engaged	17.38.030.E
Dooryard	17.38.030.F
Stoop	17.38.030.G

## 5. Pedestrian Access

### Principal Pedestrian Entrance

Interior Lot	Front Street	<b>F</b>
Corner Lot	Units facing a side street must enter from the side street.	<b>G</b>

Ground floor units shall have an individual entry facing a street.

## 6. Vehicle Access and Parking

### Access

Maximum of 1 driveway curb cut every 75 feet of street frontage.

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

## 7. Private Open Space

Width	8' min.	<b>I</b>
Depth	8' min.	<b>J</b>

Required front and side street setbacks shall not be included in the minimum private open space area calculation.

Driveways and parking are not allowed within a required private open space.

Required private open space shall be located behind the main body of each building.



## 17.38.020.H House Court



*A House Court arranged around a common open space.*



*A modern style House Court with a usable green space.*



*A two-story House Court along a set of connected green spaces.*

### 1. Description

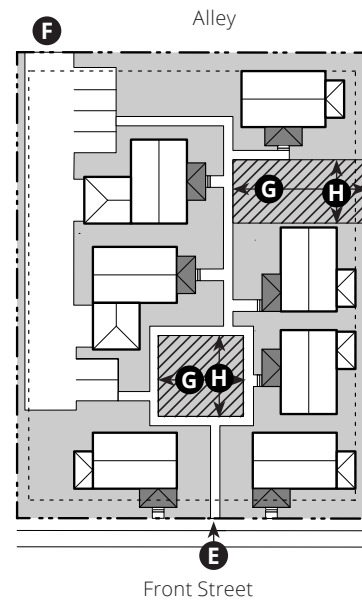
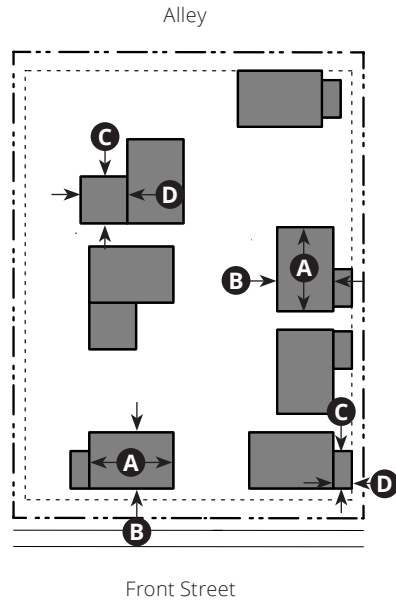
A group of detached buildings arranged to define a shared court that is typically perpendicular to the street. The shared court is common open space and takes the place of a private rear yard. This type is scaled to fit within low-to-moderate-intensity neighborhoods and in non-residential contexts.

*General Note: Photos on this page are illustrative, not regulatory.*

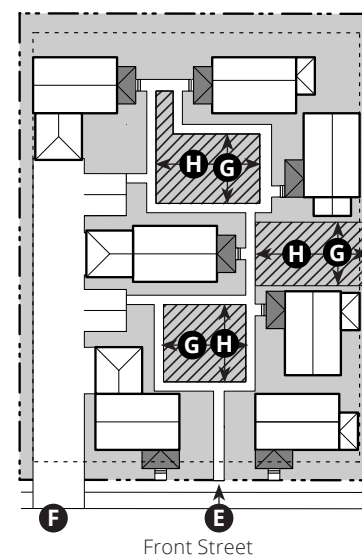
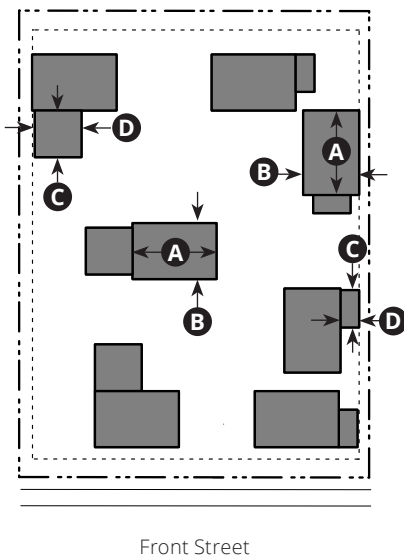
**Figure 17.38.020.H(1).** For A, B, C, and D, see lettered sections in 17.38.020.H Table 3.

**Figure 17.38.020.H(2).** For E, see lettered section in 17.38.020.H Table 5. For F, see lettered section in 17.38.020.H Table 6. For G and H, see lettered sections in 17.38.020.H Table 7.

### Lot(s) with Alley Access



### Lot(s) without Alley Access



#### Key

- ROW / Lot Line
- Setback Line
- Building

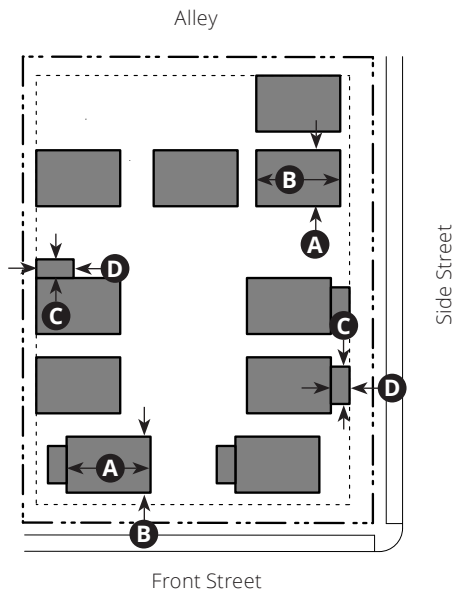
#### Key

- ROW / Lot Line
- Setback Line
- Building Frontage
- Pervious Surface
- ▨ Common Open Space

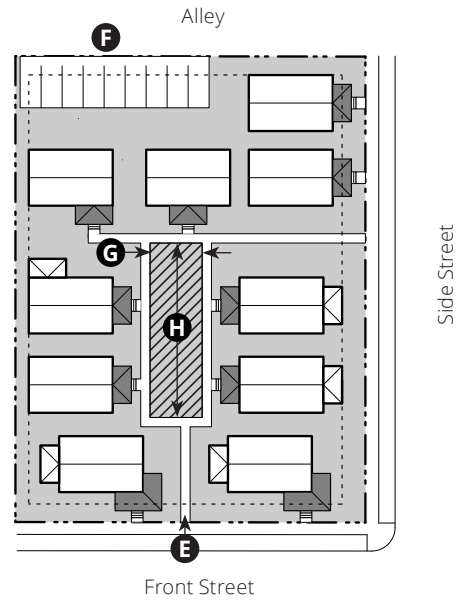


**Figure 17.38.020.H(3).** For A, B, C, and D, see lettered sections in 17.38.020.H Table 3.

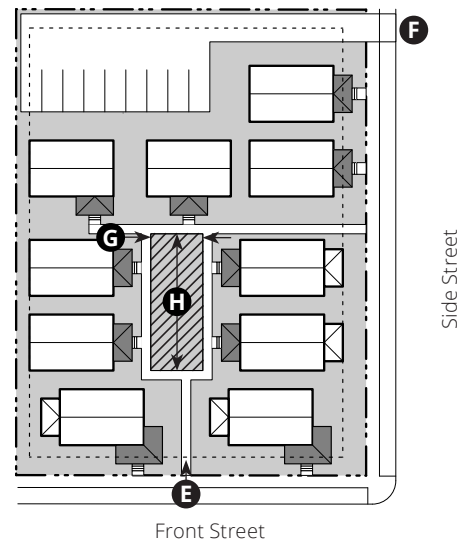
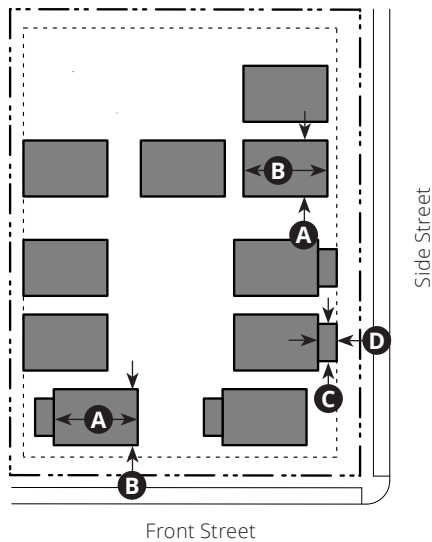
Lot(s) with Alley Access



**Figure 17.38.020.H(4).** For E, see lettered section in 17.38.020.H Table 5. For F, see lettered section in 17.38.020.H Table 6. For G and H, see lettered sections in 17.38.020.H Table 7.



Lot(s) without Alley Access



Key

- ROW / Lot Line
- Setback Line
- Building

Key

- ROW / Lot Line
- Setback Line
- Building Frontage
- Pervious Surface
- ▨ Common Open Space

## 2. Number of Units

Units per Building	1 max.*
Buildings per Lot	3 min.; 12 max.

\*Up to one building in the House Court may have 2 units.

## 3. Building Size and Massing

### Height

Main Body	RN1/RL1	RN2/RL2/RL3
Stories	2 stories max.	2.5 stories max.
Height to Highest Roof Line	30' max.	35' max.
Height to Highest Eave	24' max.	28' max.

### Secondary Wing(s)

Stories	0.5 stories less than primary building
---------	--

### Building Footprint

#### Main Body

Width	32' max.	<b>A</b>
Depth	24' max.	<b>B</b>

#### Secondary Wing(s)

Width	20' max.	<b>C</b>
Depth	25' max.	<b>D</b>

Each building may have a maximum of one secondary wing along the side or rear.

## 4. Allowed Frontage Types

Porch Projecting	<a href="#">17.38.030.D</a>
Porch Engaged	<a href="#">17.38.030.E</a>
Dooryard	<a href="#">17.38.030.F</a>
Stoop	<a href="#">17.38.030.G</a>

## 5. Pedestrian Access

Common open space shall be accessible from front street. **E**

Units on corner or along a side street may enter from either the common open space or side street.

Units interior to the lot shall enter off the common open space or pedestrian passage.

Units with frontage on a street shall provide an entry from that street

Pedestrian passages shall link all buildings to the public ROW, common open space, and parking areas.

### Pedestrian Passage Width

For the first 30' from the front street 8' min.

After the first 30' in length 12' min.

Pedestrian passages shall include a 4' minimum width walkway to units and may include low landscaping and stormwater detention.

## 6. Vehicle Access and Parking

### Access

Maximum of 1 driveway curb cut every 75 feet of street frontage. **F**

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

Spaces may be individually accessible by the units and/or a common parking area located at the rear side of lot.

Shared driveways allowed per access easements.

## 7. Common Open Space

Width 20' min. **G**

Depth 50' min. **H**

All common open spaces provided shall meet the minimum required dimensions.

Required front and side street setbacks shall not be included in the minimum common open space area calculation.

Driveways and parking are not allowed within a required common open space.

50 percent of common open space may be used for stormwater management.



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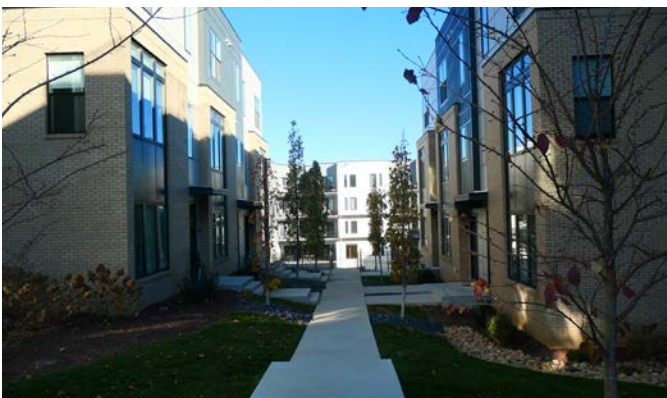
## 17.38.020.I Townhouse Court



*A Townhouse Court along a set of connected green spaces.*



*Townhouse Court along a set of connected green spaces.*



*Townhouse Court along a pedestrian passage.*

### 1. Description

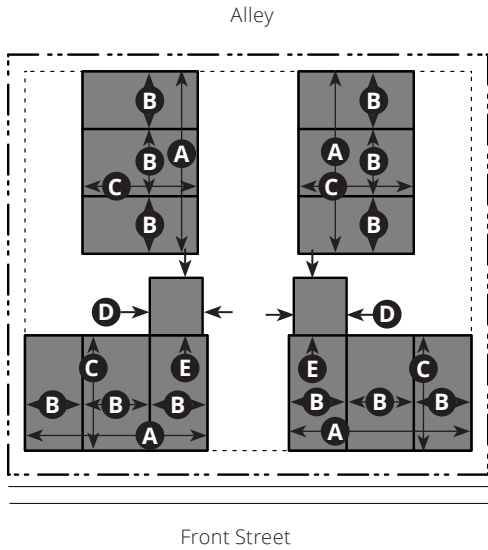
A group of attached buildings arranged to define a shared court that is typically perpendicular to the street. The shared court is common open space and takes the place of a private rear yard. This type is scaled to fit within moderate-intensity neighborhoods and in non-residential contexts.

*General Note: Photos on this page are illustrative, not regulatory.*

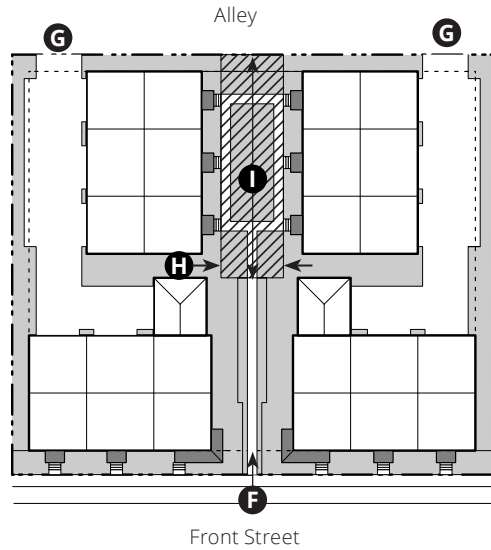


**Figure 17.38.020.I(1).** For A, B, C, D and E, see lettered sections in 17.38.020.I Table 3.

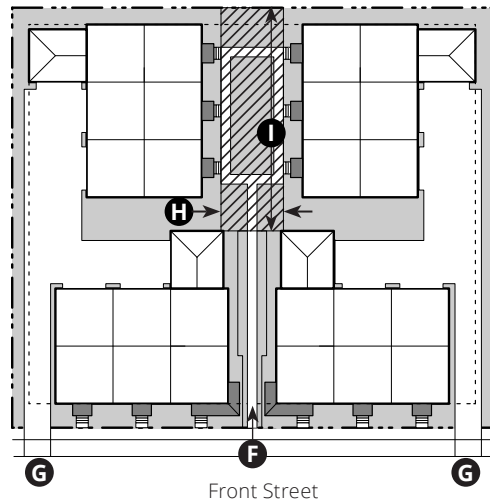
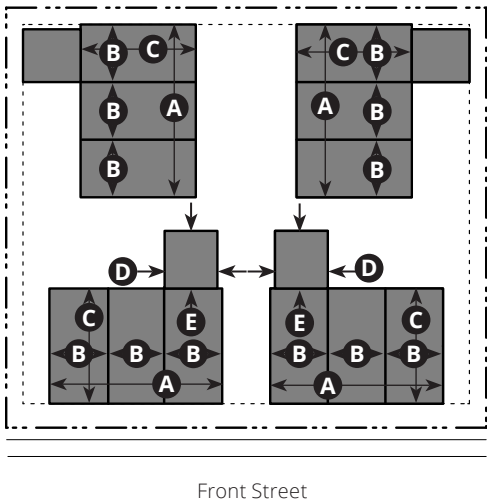
Lot(s) with Alley Access



**Figure 17.38.020.I(2).** For F, see lettered section in 17.38.020.I Table 5. For G, see lettered section in 17.38.020.I Table 6. For H and I, see lettered sections in 17.38.020.I Table 7.



Lot(s) without Alley Access



Key

- ROW / Lot Line
- Setback Line
- Building

Key

- ROW / Lot Line
- Setback Line
- Building Frontage
- Pervious Surface
- ▨ Common Open Space

## 2. Number of Units

Units per Townhouse	1 max.*
Townhouses per Lot	3 min.; 12 max.
Townhouses in a Run	5 max.

\*Up to one building in a run may have three stacked units.

## 3. Building Size and Massing

### Height

Main Body	RN1/RL1	RN2/RL2/RL3
Stories	2.5 stories max.	3 stories max.
Height to Highest Roof Line	30' max.	35' max.
Height to Highest Eave	24' max.	28' max.

### Secondary Wing(s)

Stories	0.5 stories less than primary building
---------	--

### Building Footprint

Main Body	RN1/RL1	RN2/RL2/RL3
Maximum Width per Run	80' max.	160' max. <b>(A)</b>
Townhouse Width	18' min.	30' max. <b>(B)</b>
Townhouse Depth	40' max.	40' max. <b>(C)</b>

### Secondary Wing(s)

Width	75% of main body width max. <b>(D)</b>
Depth	25' max. <b>(E)</b>

Sides and rear of a building may have a maximum of one secondary wing. Secondary wings may not be used to attach buildings or units.

## 4. Allowed Frontage Types

Porch Projecting	<a href="#">17.38.030.D</a>
Porch Engaged	<a href="#">17.38.030.E</a>
Dooryard	<a href="#">17.38.030.F</a>
Stoop	<a href="#">17.38.030.G</a>
Terrace	<a href="#">17.38.030.H</a>

Terrace frontage only allowed when used to access multiple unit entrances on sloped sites.

## 5. Pedestrian Access

Common Open Space shall be accessible from front street. **(F)**

Units at the front of the lot shall provide an entry from front street.

Units interior to the lot, shall enter off the common open space.

The principal pedestrian entrance into each unit shall not be through a garage.

Units on a corner may enter from the side street.

Pedestrian passages shall link all buildings to the public ROW, Common Open Space, and parking areas.

### Pedestrian Passage Width

For the first 30' in length	8' min. clear
After the first 30' in length	12' min. clear

Pedestrian passages shall include a 4' minimum width walkway to units and may include low landscaping and stormwater detention.

## 6. Vehicle Access and Parking

### Access **(G)**

Maximum of 1 driveway curb cut every 75 feet of street frontage.

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

## 7. Common Open Space

Width	20' min. <b>(H)</b>
Depth	75' min. <b>(I)</b>

Required front and side street setbacks shall not be included in the minimum common open space area calculation.

Driveways and parking are not allowed within a required common open space.

50 percent of common open space may be used for stormwater management.



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## 17.38.020.J Plex House



*A Plex House uses a large projecting porch that all units may share.*



*A Plex House with a raised porch entry.*



*A Plex House with single ground floor entrance.*

### 1. Description

A detached building that consists of 3 to 6 side-by-side and/or stacked units, typically with one shared entry at the front and/or individual entries along the front or side. This type has the appearance of a single-family house in a single cohesive building form and is scaled to fit into low- to moderate-intensity neighborhoods.

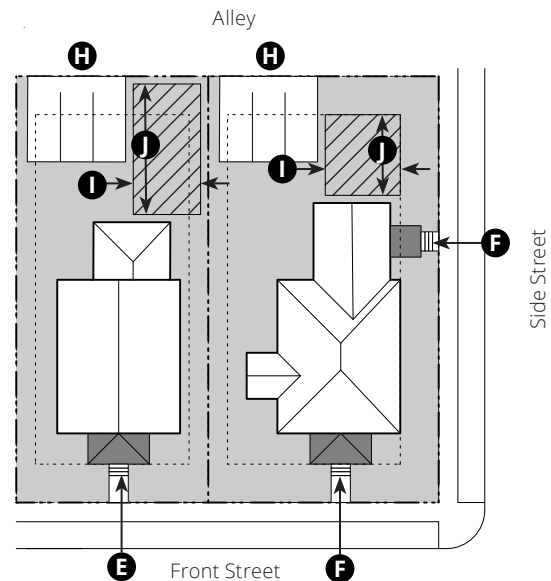
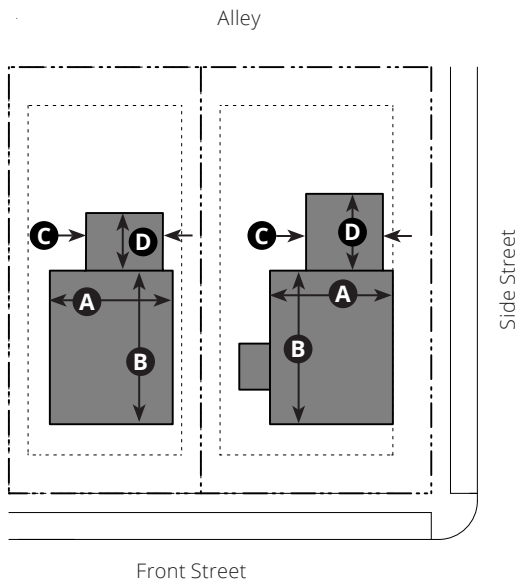
*General Note: Photos on this page are illustrative, not regulatory.*



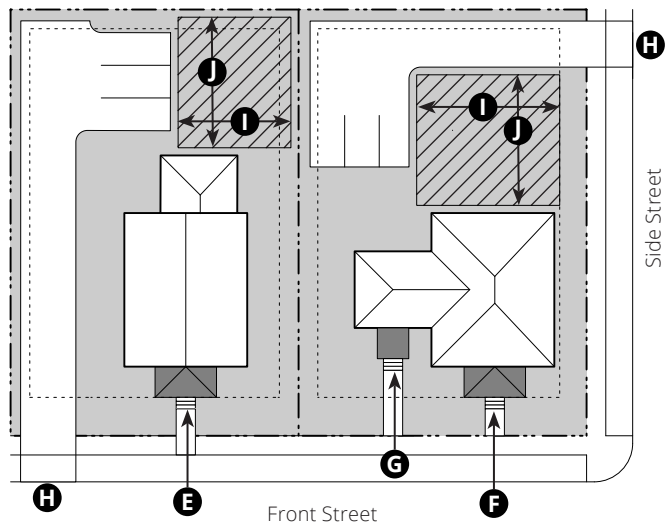
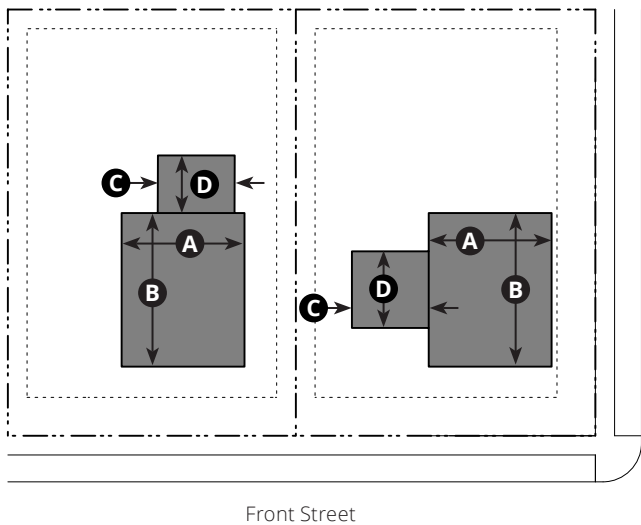
**Figure 17.38.020.J(1).** For A, B, C, and D, see lettered sections in 17.38.020.J Table 3.

**Figure 17.38.020.J(2).** For E, F, and G, see lettered section in 17.38.020.J Table 5. For H, see lettered section in 17.38.020.J Table 6. For I and J, see lettered sections in 17.38.020.J Table 7.

Lot(s) with Alley Access



Lot(s) without Alley Access



**Key**

- ROW / Lot Line
- Setback Line
- Building

**Key**

- ROW / Lot Line
- Setback Line
- Building Frontage
- Pervious Surface
- ▨ Common Open Space

## 2. Number of Units

Units per Building 3 min.; 6 max.

Buildings per Lot 1 max.

## 3. Building Size and Massing

### Height

Main Body	RN1/RL1	RN2/RL2/RL3
Stories	2 stories max.	2.5 stories max.
Height to Highest Roof Line	30' max.	35' max.
Height to Highest Eave	24' max.	28' max.

### Secondary Wing(s)

Stories 0.5 stories less than primary building

### Building Footprint

#### Main Body

Width	45' max.	45' max.	<b>A</b>
Depth	45' max.	55' max.	<b>B</b>

#### Secondary Wing(s)

Width	20' max.	<b>C</b>
Depth	30' max.	<b>D</b>

A building may have a maximum of one secondary wing on each of its sides and rear, or an additional 25' in depth.

## 4. Allowed Frontage Types

Porch Projecting [17.38.030.D](#)

Porch Engaged [17.38.030.E](#)

Dooryard [17.38.030.F](#)

Stoop [17.38.030.G](#)

Terrace [17.38.030.H](#)

Terrace frontage only allowed when used to access multiple unit entrances on sloped sites.

## 5. Pedestrian Access

Principal Pedestrian Entrance

Interior Lot Front Street **E**

Corner Lot Units on a corner may enter from the side street. **F**

Each unit may have an individual entry. **G**

## 6. Vehicle Access and Parking

### Access **H**

Maximum of 1 driveway curb cut along street frontage.

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

## 7. Common Open Space

Width 24' min. **I**

Depth 12' min. **J**

Required front and side street setbacks shall not be included in the minimum common open space area calculation.

Driveways and parking are not allowed within a required common open space.

Required common open space shall be located behind the main body of the building.

50 percent of common open space may be used for stormwater management.



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## 17.38.020.K Manor House



*A Manor House with ground floor entrances on the side.*



*A Manor House with individual ground floor entrances.*



*A Manor House with four individual ground floor entrances.*

### 1. Description

A detached building that consists of 6 to 10 side-by-side and/or stacked units, typically with one shared entry and sometimes secondary individual entries at the front or side. This type features a single cohesive building form and is scaled to fit within moderate-intensity neighborhoods or as a small portion of lower-intensity neighborhoods.

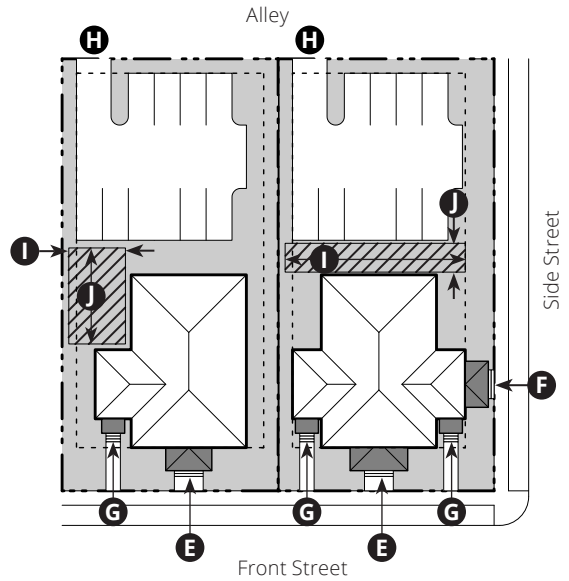
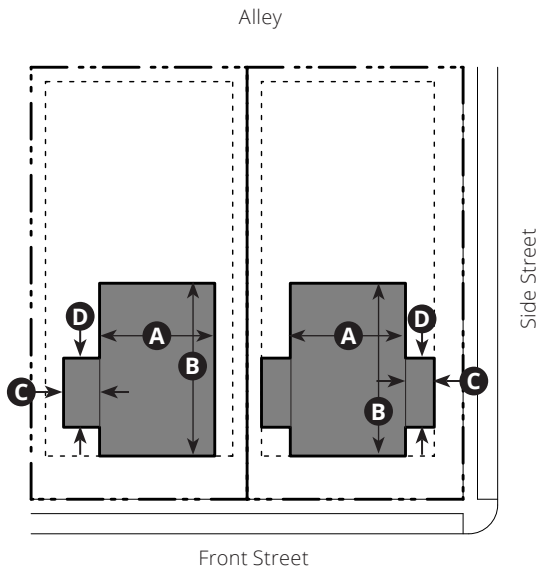
*General Note: Photos on this page are illustrative, not regulatory.*



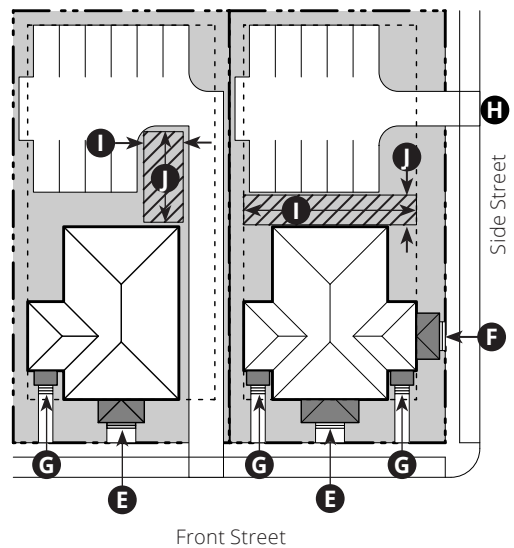
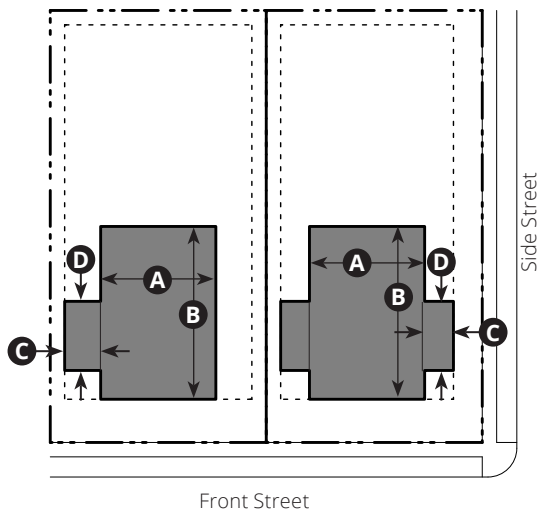
**Figure 17.38.020.K(1).** For A, B, C, and D, see lettered sections in 17.38.020.K Table 3.

**Figure 17.38.020.K(2).** For E, F, and G, see lettered section in 17.38.020.K Table 5. For H, see lettered section in 17.38.020.K Table 6. For I and J, see lettered sections in 17.38.020.K Table 7.

Lot(s) with Alley Access



Lot(s) without Alley Access



Key

- ROW / Lot Line
- Setback Line
- Building

Key

- ROW / Lot Line
- Setback Line
- Building Frontage
- Pervious Surface
- Common Open Space

**2. Number of Units**

Units per Building	6 min.; 10 max.
Buildings per Lot	1 max.

**3. Building Size and Massing****Height**

Main Building	RL1	RN2/RL2/RL3
Stories	2.5 stories max.	3 stories max.
Height to Highest Roof Line	35' max.	40' max.
Height to Highest Eave	28' max.	35' max.

**Secondary Wing(s)**

Stories	0.5 stories less than primary building
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**Building Footprint****Main Body**

Width	48' max.	<b>A</b>
Depth	70' max.	<b>B</b>

**Secondary Wing(s)**

Width	20' max.	<b>C</b>
Depth	25' max.	<b>D</b>

A building may have a maximum of one secondary wing on each of its sides and rear, or an additional 15' in depth.

**4. Allowed Frontage Types**

Porch Projecting	<a href="#">17.38.030.D</a>
Porch Engaged	<a href="#">17.38.030.E</a>
Dooryard	<a href="#">17.38.030.F</a>
Stoop	<a href="#">17.38.030.G</a>
Terrace	<a href="#">17.38.030.H</a>

Terrace frontage only allowed when used to access multiple unit entrances on sloped sites.

**5. Pedestrian Access****Principal Pedestrian Entrance**

Interior Lot	Front Street	<b>E</b>
Corner Lot	Units on a corner may enter from the side street.	<b>F</b>

Each unit may have an individual entry. **G**

**6. Vehicle Access and Parking****Access** **H**

Maximum of 1 driveway curb cut along street frontage.

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

**7. Common Open Space**

Width	24' min.	<b>I</b>
Depth	12' min.	<b>J</b>

Required front and side street setbacks shall not be included in the minimum common open space area calculation.

Driveways and parking are not allowed within a required common open space.

Required common open space shall be located behind the main body of the building.

50 percent of common open space may be used for stormwater management.



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## 17.38.020.L Multiplex



Three-story Multiplex with a single ground floor entrance.



Multiplex with a recessed stoop entry.



Three-story Multiplex with entries facing the front and side street.

### 1. Description

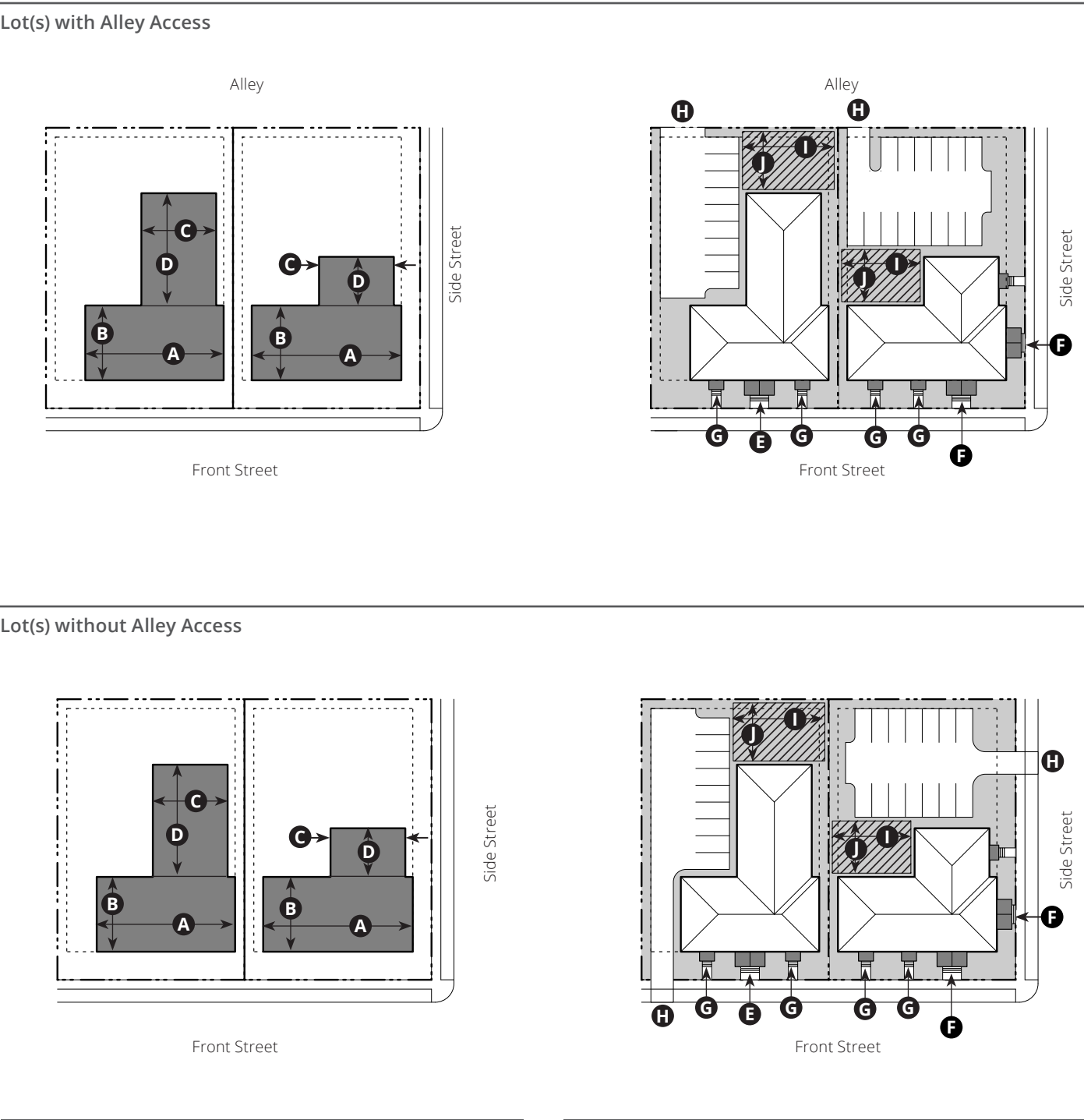
A detached building that consists of 10 to 25 side-by-side and/or stacked units, typically with one shared entry and sometimes secondary individual entries at the front or side. This type is scaled to fit within moderate-intensity neighborhoods and/or to transition between low-intensity neighborhoods to corridors.

General Note: Photos on this page are illustrative, not regulatory.



**Figure 17.38.020.L(1).** For A, B, C, and D, see lettered sections in 17.38.020.L Table 3.

**Figure 17.38.020.L(2).** For E, F, and G, see lettered section in 17.38.020.L Table 5. For H, see lettered section in 17.38.020.L Table 6. For I and J, see lettered sections in 17.38.020.L Table 7.



**Key**

--- ROW / Lot Line

--- Setback Line

■ Building

**Key**

--- ROW / Lot Line

--- Setback Line

■ Building Frontage

■ Pervious Surface

□ Common Open Space

**2. Number of Units**

	<b>RL1</b>	<b>RL2/RL3</b>
Units per Building	10 min.; 20 max.	10 min.; 25 max.
Buildings per Lot	1 max.	

**3. Building Size and Massing****Height**

<b>Main Building</b>	<b>RL1</b>	<b>RL2/RL3</b>
Stories	3 stories max.	4 stories max.
Height to Highest Roof Line	45' max.	55' max.
Height to Highest Eave	35' max.	45' max.

**Secondary Wings**

Stories	3 stories max.	4 stories max.
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**Upper Floor setback**

Applicable to parcels that share a side and/or rear property line with R and RS zoned land. Fourth floor within 30 feet of the shared side or rear property line shall setback a minimum of 10 feet from the facade below.

**Building Footprint**

<b>Main Body</b>	<b>RL1</b>	<b>RL2/RL3</b>
Width	80' max.	120' max.
Depth	40' max.	40' max.

**Secondary Wing(s) Footprint**

Width	40' max.
Depth	60' max.

Sides and rear of a building may have a maximum of one secondary wing each.

**4. Allowed Frontage Types**

Porch Projecting	<a href="#">17.38.030.D</a>
Porch Engaged	<a href="#">17.38.030.E</a>
Dooryard	<a href="#">17.38.030.F</a>
Stoop	<a href="#">17.38.030.G</a>
Terrace	<a href="#">17.38.030.H</a>

Terrace frontage only allowed when used to access multiple unit entrances on sloped sites.

**5. Pedestrian Access**

Principal Pedestrian Entrance

Interior Lot	Front Street	<b>E</b>
Corner Lot	Units on a corner may enter from the side street.	<b>F</b>

Each unit may have an individual entry.

**G****6. Vehicle Access and Parking****Access****H**

Maximum of 1 driveway curb cut along street frontage.

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

**7. Common Open Space**

Width	24' min.	<b>I</b>
Depth	12' min.	<b>J</b>

Required front and side street setbacks shall not be included in the minimum common open space area calculation.

Driveways and parking are not allowed within a required common open space.

Required common open space shall be located behind the main body of the building.

50 percent of common open space may be used for stormwater management.



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## 17.38.020.M Low-rise Courtyard Flats



Three-story Courtyard Flats with individual ground floor entrances.



Three-story Courtyard Flats with individual ground floor entrances.



Three-story Courtyard Flats with Stoop frontages.

### 1. Description

A building consists of 10 to 25 side-by-side and/or stacked units, accessed from one or more shared courtyards. The shared court is common open space and takes the place of a rear yard. Shared entries and/or individual entries are accessed off the court or front street. This type is scaled to fit within moderate-intensity neighborhoods and/or to transition between low-intensity neighborhoods to corridors.

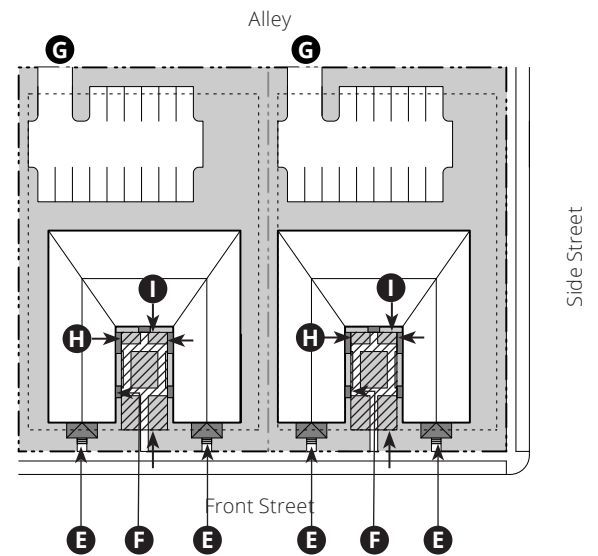
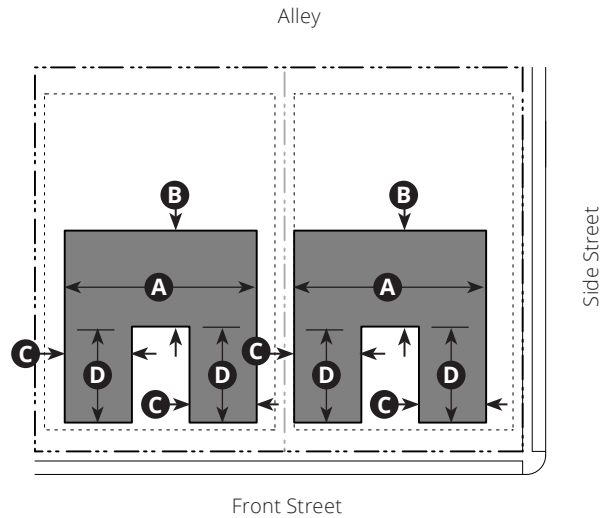
General Note: Photos on this page are illustrative, not regulatory.



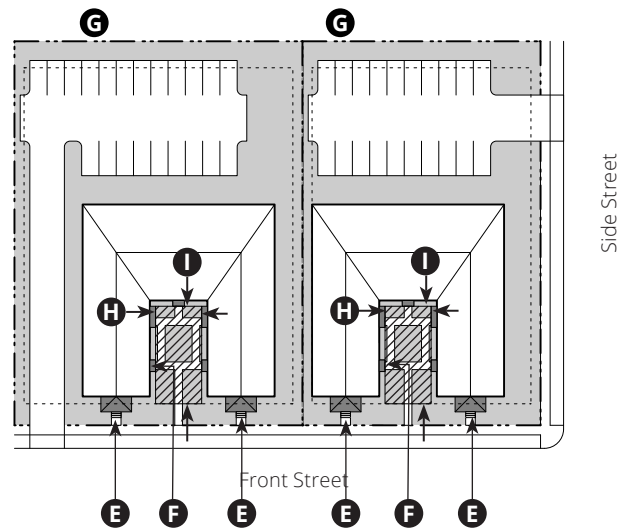
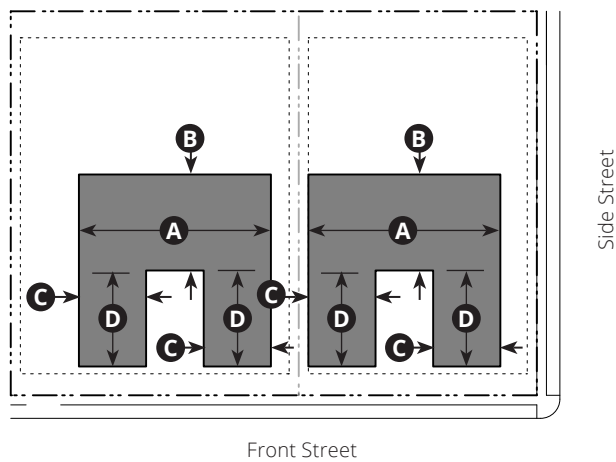
**Figure 17.38.020.M(1).** For A, B, C, and D, see lettered sections in 17.38.020.M Table 3.

**Figure 17.38.020.M(2).** For E and F, see lettered section in 17.38.020.M Table 5. For G, see lettered section in 17.38.020.M Table 6. For H and I, see lettered sections in 17.38.020.M Table 7.

Lot(s) with Alley Access



Lot(s) without Alley Access



Key

- ROW / Lot Line
- Setback Line
- Building

Key

- ROW / Lot Line
- Setback Line
- Building Frontage
- Pervious Surface
- Common Open Space

**2. Number of Units**

	RL1	RL2/RL3
Units per Building	20 units max.	25 units max.
Buildings per Lot	1 max.	

**3. Building Size and Massing****Height: RL1****Main Building and Secondary Wings**

Stories	2.5 stories max.
Height to Highest Roof Line	35' max.
Height to Highest Eave	28' max.

**Height: RL2****Main Building and Secondary Wings**

Stories	3 stories max.
Height to Highest Roof Line	45' max.
Height to Highest Eave	35' max.

**Height: RL3****Main Building and Secondary Wings**

Stories	4 stories max.
Height to Highest Roof Line	55' max.
Height to Highest Eave	45' max.

**Upper Floor Stepback**

Applicable to parcels that share a side and/or rear property line with R and RS zoned land. Fourth floor within 30 feet of the shared side or rear property line shall stepback a minimum of 10 feet from the facade below.

**Building Footprint**

Main Body	RL1	RL2/RL3	
Width	100' max.	120' max.	<b>A</b>
Depth	40' max.	40' max.	<b>B</b>

**Secondary Wing(s) Footprint**

Width	30' max.	30' max.	<b>C</b>
Depth	85' max.	105' max.	<b>D</b>

Front and rear of a building may have a maximum of two secondary wings each.

**4. Allowed Frontage Types**

Porch Projecting	17.38.030.D
Porch Engaged	17.38.030.E
Dooryard	17.38.030.F
Stoop	17.38.030.G
Terrace	17.38.030.H

Terrace frontage only allowed when used to access multiple unit entrances on sloped sites.

**5. Pedestrian Access**

Principal Pedestrian Entrance

**E**

Interior Lot

Front Street

Corner Lot

Units on a corner may enter from the side street.

Each unit may have an individual entry.

**F****6. Vehicle Access and Parking****Access****G**

Maximum of 1 driveway curb cut along street frontage.

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

**7. Courtyard**

Courtyard Width

**H**

Buildings up to 2 stories 25' min.

Buildings more than 2 stories 35' min.

Courtyard Depth

**I**

Buildings up to 2 stories 50' min.

Buildings more than 2 stories 70' min.

For determining size of courtyard, building height shall be measured at the highest story along courtyard.

Courtyards shall open on a street or shall be connected to street with a pedestrian passage.

Street facing facades over 90 feet in length shall be broken down with at least one courtyard along the street.

Building shall define at least two walls of a courtyard.

Side(s) of courtyard not defined by building may be defined by a 2'-6" to 6' tall wall, hedge, or fence with entry gate/door, no greater than 36" in height.

Shared courtyard(s) may be used for stormwater management if designed as integral site element (rain garden or bioswale) and does not visually detract from the frontage of each building facing the courtyard.

Driveways and parking not allowed within a required courtyard.



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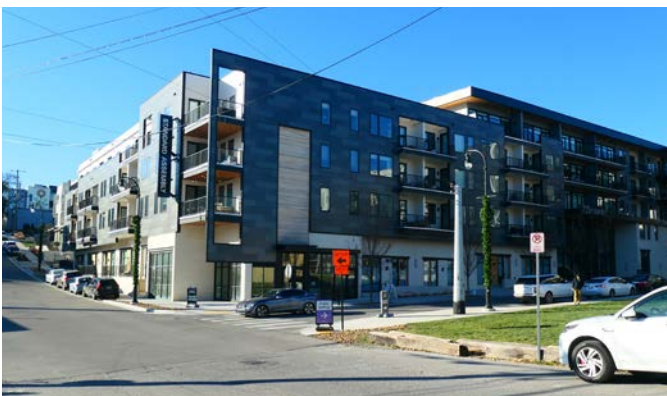
## 17.38.020.N Low-rise Flats



*Low-rise Flats with an active ground-floor building frontage.*



*Low-rise Flats on a street corner.*



*Low-rise Flats on a street corner.*

### 1. Description

A building that consists of stacked units. The building may be attached or detached from adjacent buildings. This type is intended to provide residential uses or a vertical mix of ground floor nonresidential and upper floor residential uses. This type is typically used to transition between moderate-intensity neighborhoods to corridors, or along corridors and in centers.

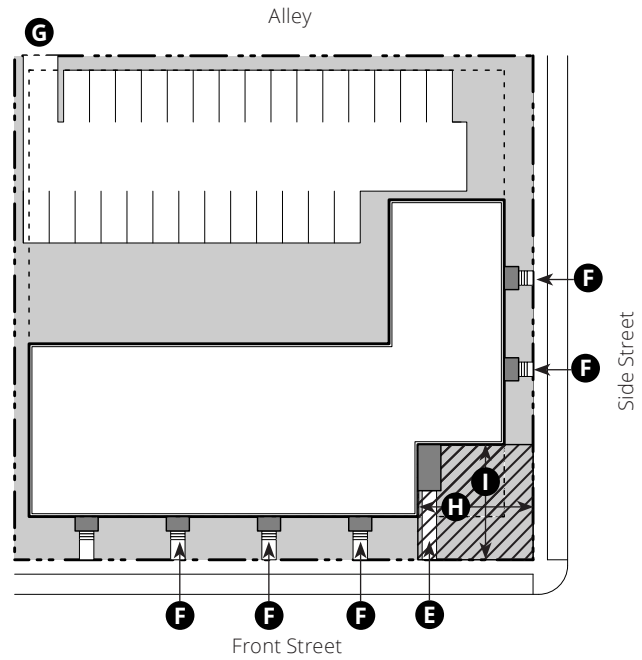
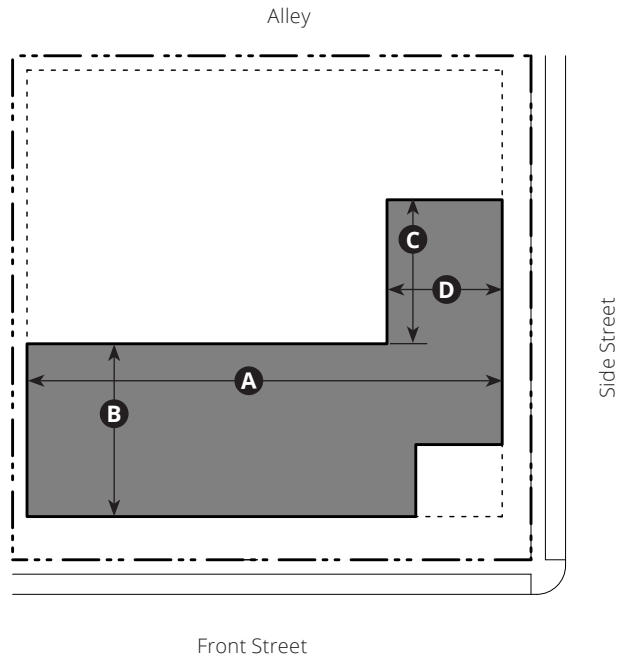
*General Note: Photos on this page are illustrative, not regulatory.*



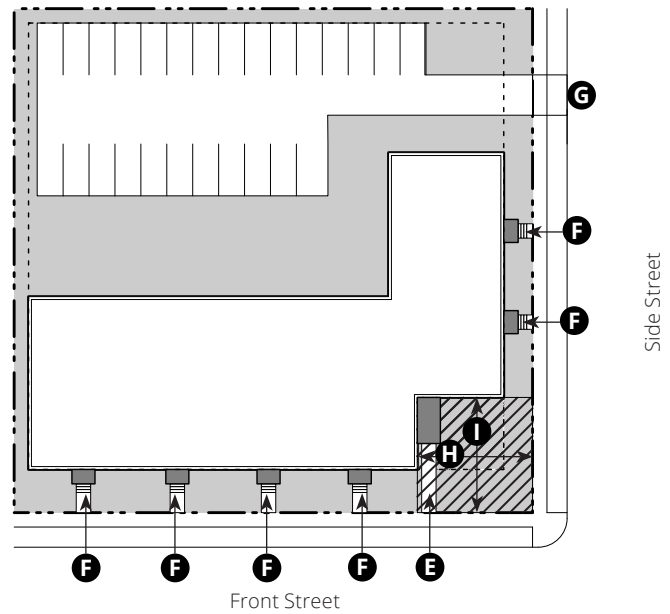
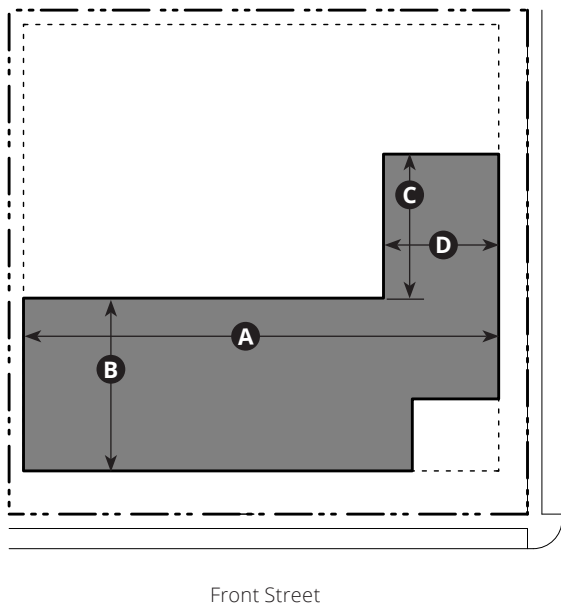
**Figure 17.38.020.N(1).** For A, B, C, and D, see lettered sections in 17.38.020.N Table 3.

**Figure 17.38.020.N(2).** For E and F, see lettered section in 17.38.020.N Table 5. For G, see lettered section in 17.38.020.N Table 6. For H and I, see lettered sections in 17.38.020.N Table 7.

Lot(s) with Alley Access



Lot(s) without Alley Access



Key

- ROW / Lot Line
- ..... Setback Line
- Building

Key

- ROW / Lot Line
- ..... Setback Line
- Building Frontage
- Pervious Surface
- ▨ Common Open Space

## 2. Number of Units

<b>Units per Building</b>	<b>RL3</b>
Number of Units	40 max.
Buildings per Lot	1 max.

## 3. Building Size and Massing

<b>Height</b>	
<b>Main Building and Secondary Wings</b>	<b>RL3</b>
Stories	4 stories max.
Height to Highest Roof Line	55' max.
Height to Highest Eave	45' max.

### Upper Floor Stepback

Applicable to parcels that share a side and/or rear property line with R and RS zoned land. Fourth floor within 30 feet of the shared side or rear property line shall stepback a minimum of 10 feet from the facade below.

### Building Footprint

<b>Main Body</b>	<b>RL3</b>	
Width	180' max.	<b>A</b>
Depth	60' max.	<b>B</b>

### Secondary Wing(s) Footprint

Width	60' max.	<b>C</b>
Depth	60' max.	<b>D</b>

Rear of a building may have a maximum of one secondary wing.

## 4. Allowed Frontage Types

Porch Projecting	<a href="#">17.38.030.D</a>
Porch Engaged	<a href="#">17.38.030.E</a>
Dooryard	<a href="#">17.38.030.F</a>
Stoop	<a href="#">17.38.030.G</a>
Terrace	<a href="#">17.38.030.H</a>

Terrace frontage only allowed when used to access multiple unit entrances on sloped sites.

## 5. Pedestrian Access

<b>Principal Pedestrian Entrance</b>		<b>E</b>
Interior Lot	Front Street	
Corner Lot	Units on a corner may enter from the side street.	

Each unit may have an individual entry. **F**

## 6. Vehicle Access and Parking

### Access **G**

Maximum of 1 driveway curb cut along street frontage.

If alley is present, parking shall only be accessed from alley.

If side street is present but no alley, parking shall be accessed only from side street.

## 7. Common Open Space

Width	30' min.	<b>H</b>
Depth	30' min.	<b>I</b>

Common open space may be located in front of the building main body so long as it is fronted by the principal pedestrian entrance.

Front, side street, and side setbacks may be included in common open space when the entire open space is treated as one contiguous entrance plaza.

Driveways and parking are not allowed within a required common open space.



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**17.38.030.A Purpose**

This Section sets forth standards applicable to all frontages. Frontages are the components of a building that provide the transition and interface between the public realm (street and sidewalk) and the private realm (yard or building).

---

**17.38.030.B Frontage Types**

- 1. The names of the Frontage Types indicate their particular configuration or function and are not intended to limit uses within the associated building. For example, a porch may be used by non-residential uses as allowed by the zone.
- 2. Each building shall have at least one Frontage Type along each street frontage or along a civic space.
- 3. Frontage Types not listed in [Item 4 \(Allowed Frontage Types\)](#) of the building type are not allowed on that building type.
- 4. Each building may have multiple Frontage Types in compliance with the allowed types in [Item 4 \(Allowed Frontage Types\)](#) of each building type.
- 5. Each Frontage Type shall be located in compliance with the [Building Placement](#) standards of the zone
- 6. Frontage Types may encroach into front and side street setbacks; and shall not be located in side or rear setbacks per [Encroachments](#) standards of the zone.
- 7. Standards in this Section are stated for the front of a lot and are to be adjusted for side street facades in compliance with the setbacks of the zone.

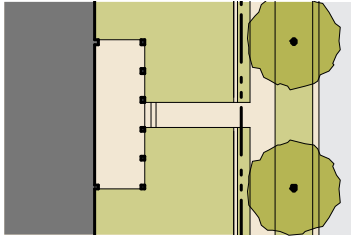
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**17.38.030.C Overview**

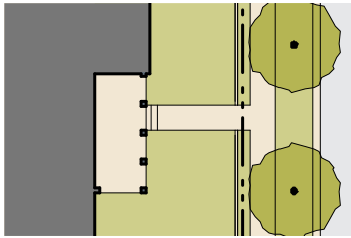
[Table 17.38.030.C-1 \(Frontage Types Overview\)](#) provides a summary of the allowed Frontage Types.

Table 17.38.030.C-1 Frontage Types Overview

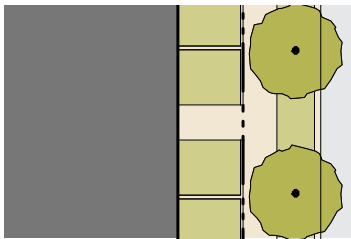
## Frontage Type



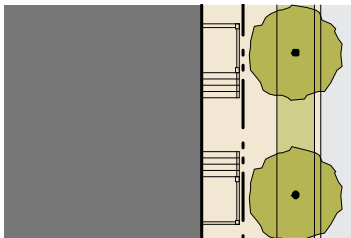
**Porch Projecting 17.38.030.D.** The main facade of the building is set back from the front lot line with a covered structure encroaching into the front setback. The resulting setback area can be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.



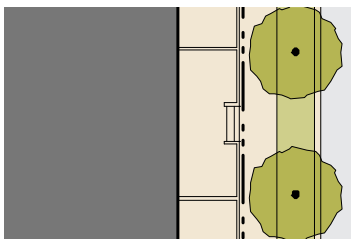
**Porch Engaged 17.38.030.E.** A portion of the main facade of the building is set back from the front lot line to create an area for a covered structure that projects from the facade that is set back. The resulting yard may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories and typically has two adjacent sides that are engaged to the building, while the other two sides are open.



**Dooryard 17.38.030.F.** The main facade of the building is set back from the front lot line, which is defined by a low wall, hedge, or other allowed screening, creating a small private area between the sidewalk and the facade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.



**Stoop 17.38.030.G.** The main facade of the building is near the front lot line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.



**Terrace 17.38.030.H.** The main facade is at or near the front lot line with steps leading to an elevated area providing public circulation along the facade. This type is used to provide outdoor areas along the sidewalk for housing or to accommodate an existing or intended grade change for non-residential uses.



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## 17.38.030.D Porch Projecting



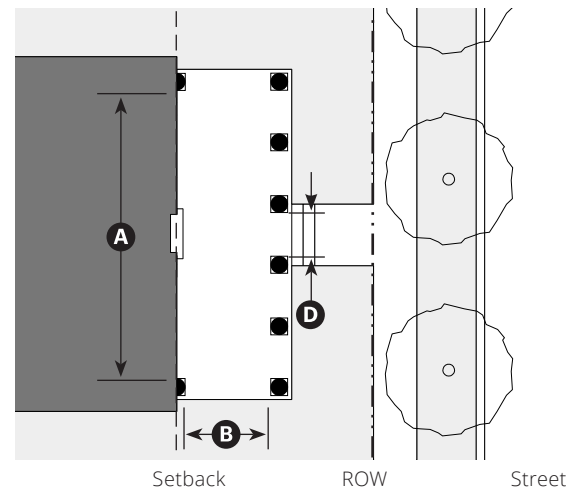
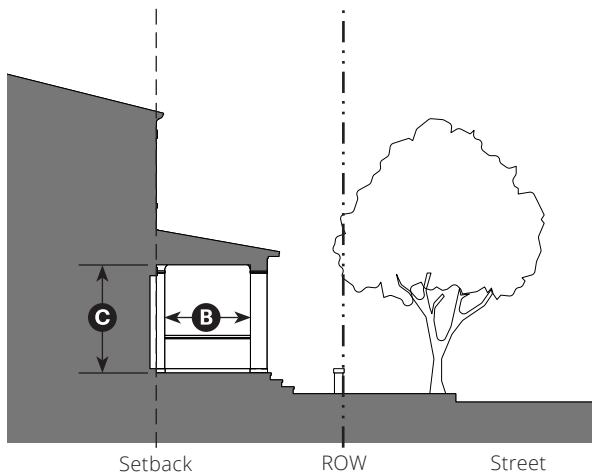
Example of a Projecting Porch (Local Example).



Example of a Projecting Porch (Local Example).



Example of a Projecting Porch.



### Key

--- ROW / Lot Line      --- Setback Line

**Figure 17.38.030.D(1).** For A, B, and C, see lettered sections in 17.38.030.D Table 2. For D, see lettered section in 17.38.030.D Table 3.

*General Note: Photos on this page are illustrative, not regulatory.*



17.38.030.D   Porch Projecting

1. Description

The main facade of the building is set back from the front lot line with a covered structure encroaching into the front setback. The resulting setback area can be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.

2. Size

Width, Clear	10' min.	A
Depth, Clear	6' min.	B
Height, Clear	8' min.	C

3. Pedestrian Access

Walkway and Stair Width	3' min.	D
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4. Miscellaneous

Porch shall be open on three sides and have a roof.

## 17.38.030.E Porch Engaged



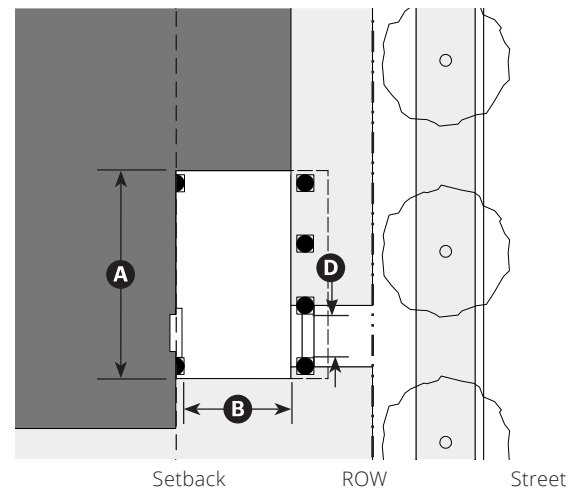
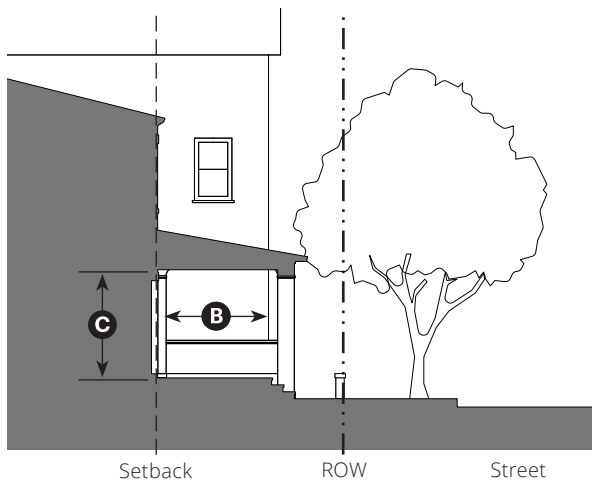
Example of an Engaged Porch (Local Example).



Example of a two-story Engaged Porch.



Example of an Engaged Porch.



### Key

--- ROW / Lot Line      --- Setback Line

**Figure 17.38.030.E(1).** For A, B, and C, see lettered sections in 17.38.030.E Table 2. For D, see lettered section in 17.38.030.E Table 3.

*General Note: Photos on this page are illustrative, not regulatory.*



17.38.030.E    **Porch Engaged**

**1. Description**

A portion of the main facade of the building is set back from the front lot line to create an area for a covered structure that projects from the facade that is set back. The resulting yard may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories and has two adjacent sides that are engaged to the building, while the other two sides are open.

**2. Size**

Width, Clear	8' min.	<b>A</b>
Depth, Clear	6' min.	<b>B</b>
Height, Clear	8' min.	<b>C</b>

**3. Pedestrian Access**

Walkway and Stair Width	3' min.	<b>D</b>
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**4. Miscellaneous**

Porch shall be open on at least one side and have a roof.

## 17.38.030.F Dooryard



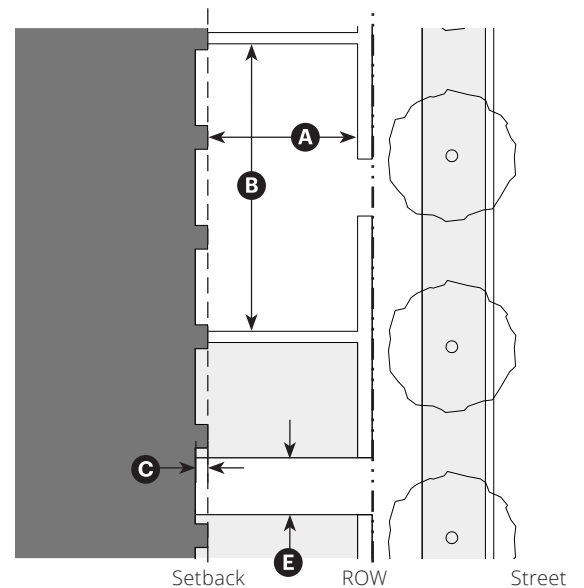
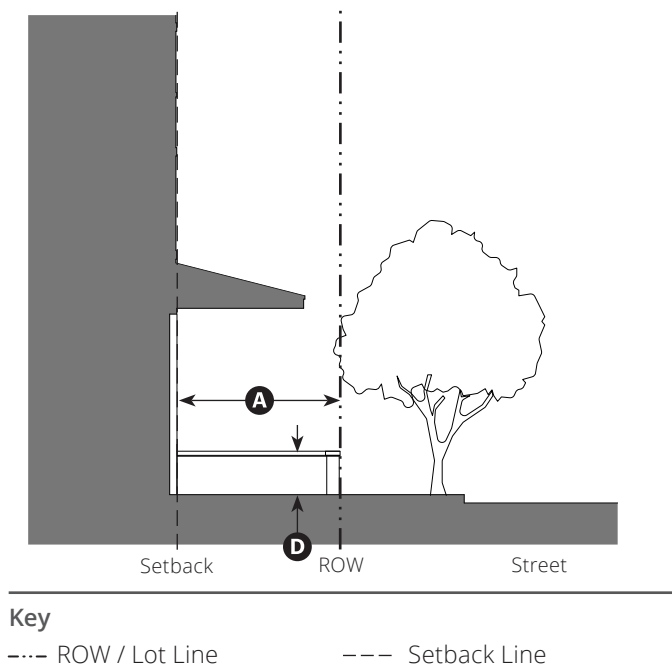
Example of a residential Dooryard (Local Example).



Example of a commercial Dooryard.



Example of residential Dooryard.



**Figure 17.38.030.F(1).** For A, B, and C, see lettered sections in 17.38.030.F Table 2. For D, see lettered section in 17.38.030.F Table 3.

*General Note: Photos on this page are illustrative, not regulatory.*



17.38.030.F    Dooryard

1. Description

The main facade of the building is set back from the front lot line, which is defined by a low wall, hedge, or other allowed screening, creating a small private area between the sidewalk and the facade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.

2. Size

Depth, Clear	6' min.	A
Width, Clear	15' min.	B
Depth of Recessed Entries	6' max.	C
Height of Dooryard Fence/Wall above Finish Level	36" max.	D

3. Pedestrian Access

Walkway and Stair Width	3' min.	E
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4. Miscellaneous

Each Dooryard shall provide access to only one ground floor entry.

## 17.38.030.G Stoop



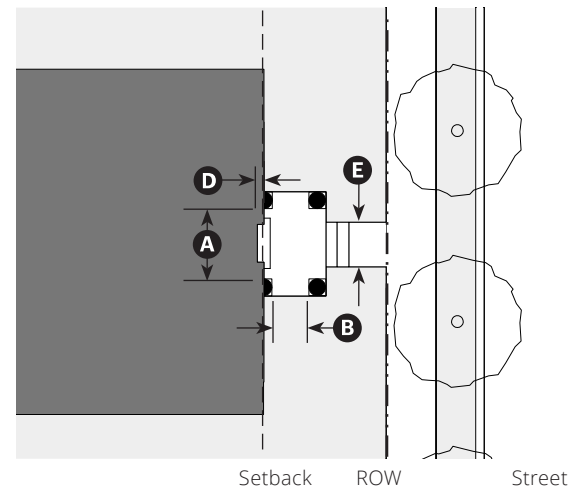
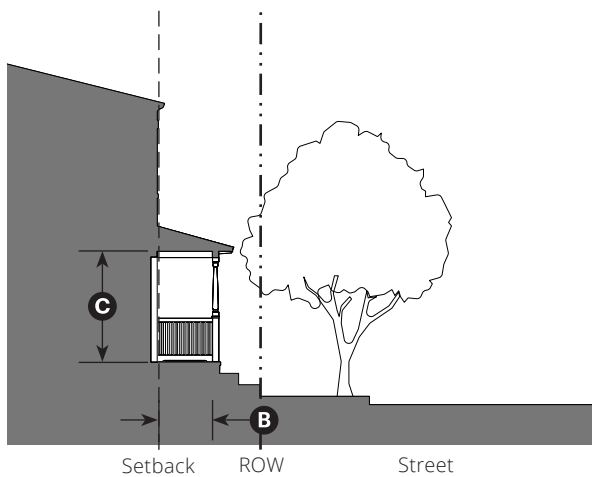
Example of a residential Stoop parallel to the ROW (Local Example).



Example of Stoops both perpendicular and parallel to the ROW.



Example of Stoops (Local Example).



### Key

--- ROW / Lot Line      --- Setback Line

**Figure 17.38.030.G(1).** For A, B, and C, see lettered sections in 17.38.030.G Table 2. For D, see lettered section in 17.38.030.G Table 3.

*General Note: Photos on this page are illustrative, not regulatory.*



17.38.030.G    Stoop

1. Description

The main facade of the building is near the front lot line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.

2. Size

Width, Clear	5' min.	A
Depth, Clear	5' min.	B
Height, Clear	8' min.	C
Depth of Recessed Entries	6' max.	D

3. Pedestrian Access

Walkway and Stair Width	3' min.	E
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4. Miscellaneous

Entry doors are covered or recessed to provide shelter from the elements.

All doors shall face the street.

## 17.38.030.H Terrace



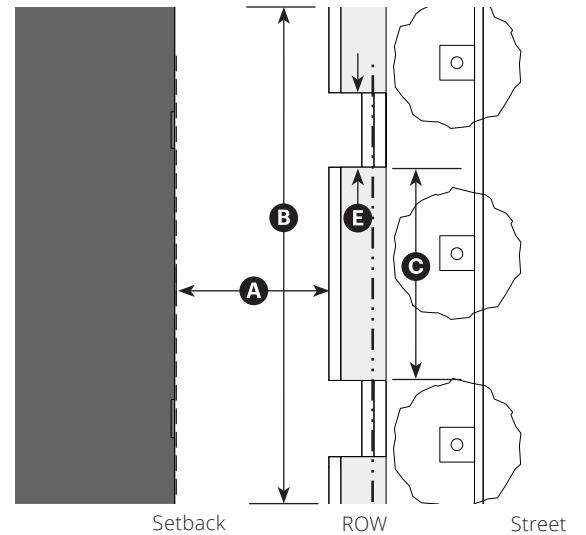
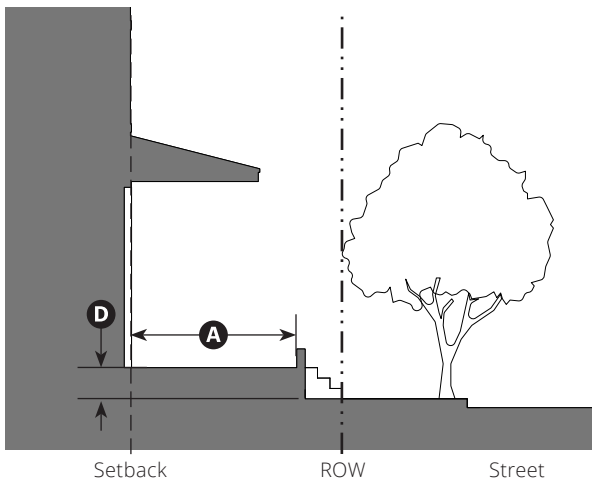
Example of a Terrace with low-wall seating.



Example of a Terrace (Local Example).



Example of a residential Terrace (Local Example).



### Key

--- ROW / Lot Line

--- Setback Line

**Figure 17.38.030.H(1).** For A, B, and C, see lettered sections in 17.38.030.H Table 2. For D, see lettered section in 17.38.030.H Table 3.

*General Note: Photos on this page are illustrative, not regulatory.*



17.38.030.H Terrace

1. Description

The main facade is at or near the front lot line with steps leading to an elevated area providing public circulation along the facade. This type is used to provide outdoor areas along the sidewalk for housing.

2. Size

Depth, Clear	8' min. residential 12' min. non-residential	A
Length of Terrace	150' max.	B
Distance between Stairs	50' max.	C
Height of Terrace above street level	24" max.	D

3. Pedestrian Access

Walkway and Stair Width	3' min.	E
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4. Miscellaneous

Where the Frontage Type requires the ground floor to be flush with the sidewalk, the Terrace shall be considered to be the sidewalk.

A Terrace may be utilized to group several entries at a common elevation.

Low walls used as seating are allowed.

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AMENDMENT NO. 1  
TO  
ORDINANCE NO. BL2025-1005

Madam President,

I move to amend Ordinance No. BL2025-1005 as follows:

I. By amending proposed Subsection 17.38.010.C of the Metropolitan Code of Laws as shown in Exhibit F to add the following as Subsection 3 and renumber the existing Subsection 3 and subsequent subsections:

3. Declaration of Density

At the time of application for rezoning, the applicant shall declare the maximum number of dwelling units to be built on the site. Such declaration shall be binding upon the property for as long as the zoning district is effective on the property.

SPONSORED BY:

\_\_\_\_\_  
Thom Druffel  
Member of Council

AMENDMENT NO. 2  
TO  
ORDINANCE NO. BL2025-1005

Madam President,

I move to amend Ordinance No. BL2025-1005 as follows:

I. By amending Exhibit A to add the following to the end of Chapter 17.40: Administration and Procedures section:

Community Meetings: Section 17.40.740

37. Insert the following as a new Section 17.40.740:

17.40.740 – Community Meetings.

A. No council public hearing pertaining to an amendment to the official zoning map or zoning code related to the application of the RN and RL zoning districts to a lot or parcel shall be conducted unless two community meetings have been held prior to such consideration. Notice of such community meetings shall be mailed to all property owners within one thousand feet of the subject property proposed to be rezoned at least 60 days prior to the council public hearing. Such notice shall include the time, date, and place of the community meetings. Such community meetings may be held virtually.

SPONSORED BY:

\_\_\_\_\_  
Thom Druffel  
Member of Council



AMENDMENT NO. 3  
TO  
ORDINANCE NO. BL2025-1005

Madam President,

I move to amend Ordinance No. BL2025-1005 as follows:

I. By amending proposed Subsection 17.38.010.C of the Metropolitan Code of Laws as shown in Exhibit F to add the following as Subsection 4 and renumber the existing Subsection 4 and subsequent subsections:

4. Infrastructure and Fiscal Impact Study

Prior to Planning Commission consideration of any amendment to the official zoning map or zoning code related to the application of the RN and RL zoning districts to a lot or parcel, the Planning Department shall prepare and publish a report on the infrastructure and fiscal impacts of the zoning change. Such study shall utilize the most recent version of available infrastructure reports, such as the Multimodal Master Plan and Stormwater Master Plan, and include analysis on the maximum potential changes in the use of infrastructural systems including roads, water lines, sewer lines, and stormwater facilities in the area of the zoning change created by the zoning change and the costs associated with improving such infrastructural systems if the rezoning causes overall usage of such systems to exceed their capacity.

SPONSORED BY:

\_\_\_\_\_  
Thom Druffel  
Member of Council

AMENDMENT NO.4  
TO  
ORDINANCE NO. BL2025-1005

Madam President,

I move to amend Ordinance No. BL2025-1005 by adding the following after the sixth recital:

WHEREAS, it is the intent of these new zoning districts to complement the established character of Nashville's single family and two-family zoned neighborhoods and to enable additional housing variety in select and appropriate locations within these neighborhoods in an unobtrusive manner that does not change established community character; and

SPONSORED BY:

\_\_\_\_\_  
Burkley Allen  
Member of Council

AMENDMENT NO. 5  
TO  
ORDINANCE NO. BL2025-1005

Madam President,

I move to amend Ordinance No. BL2025-1005 as follows:

I. By adding the following after the sixth recital:

WHEREAS, incorporating the new zoning districts into the Community Character Manual will provide guidance and context for which policies support the proposed housing options, and additional time will allow for thoughtful updating of the Community Character Manual; and

II. By amending Section 3 as follows:

Section 3. This Ordinance shall take effect on April 1, 2026 ~~upon publication of above said notice announcing such change in a newspaper of general circulation,~~ the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

\_\_\_\_\_  
Burkley Allen  
Member of Council



AMENDMENT NO. 6  
TO  
ORDINANCE NO. BL2025-1005

Madam President,

I move to amend Ordinance No. BL2025-1005 by amending proposed Subsection 17.38.010.B.8 of the Metropolitan Code of Laws as shown in Exhibit F as shown below:

Buildings that comply with the requirements of the voluntary housing incentive program, as approved by Ordinance No. BL2025-1008, including any amendments, and the attainable housing requirements of Table 17.38.010.B-1 are eligible for incentives listed in Table 17.38.010.B-1. All units must be built and maintained to uniform standards in ~~both~~ design, construction, and operations. Income-qualified units must be comparable to unrestricted units. All other District and Building Type standards apply.

SPONSORED BY:

---

Sandy Ewing  
Member of Council

AMENDMENT NO. 7  
TO  
ORDINANCE NO. BL2025-1005

Madam President,

I move to amend Ordinance No. BL2025-1005 by adding the following as a new Section 2 and renumbering subsequent sections:

Section 2. The Planning Department shall prepare a report to the Metropolitan Council on the number of building permits generated, number of dwelling units added, and infrastructure costs incurred by the Metropolitan Government resulting from this legislation. Such report shall include the specified data created from the date of passage of this ordinance through January 31, 2027, and shall be published and presented to the Metropolitan Council no later than April 30, 2027.

SPONSORED BY:

\_\_\_\_\_  
Thom Druffel  
Member of Council

SECOND SUBSTITUTE ORDINANCE NO. BL2025-1007

An ordinance amending Chapters 17.04, 17.08, 17.12, 17.16, 17.20, and 17.36 of the Metropolitan Code, to amend the regulations pertaining to accessory buildings, detached accessory dwelling units and the Detached Accessory Dwelling Unit Overlay District (Proposal No. 2025Z-011TX-001).

WHEREAS, providing more opportunities for detached accessory dwelling units (DADUs) within the Urban Services District (USD) will provide diverse housing opportunities in this part of the city;

WHEREAS, providing diverse housing opportunities for DADUs within the USD and within residential districts will allow for a gentle increase in allowable housing through context-sensitive infill;

WHEREAS, revising the Metropolitan Zoning Code for Detached Accessory Dwelling Units to allow this use as a base code allowance, rather than an overlay, simplifies, clarifies and consolidates the standards so as to make it easier to administer permits for DADUs and provide parity among property entitlements in the county; and

WHEREAS, many homeowners in the General Services District (GSD), outside of the Urban Services District (USD), desire the option to have a Detached Accessory Dwelling Unit but are unable to under current rules, and since there will no longer be a need for the DADU Overlay to apply to only the Urban Zoning Overlay area of the County, revising the Metropolitan Zoning Code to permit the DADU Overlay to be applied to properties within the General Services District (GSD) outside of the Urban Services District (USD) gives these homeowners a zoning option;

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

Section 1. That Section 17.04.060 of the Metropolitan Code is hereby amended by deleting the definition for “Detached accessory dwelling unit” in its entirety and replacing it with the following:

“Detached accessory dwelling unit” means a detached dwelling unit separate from the principal single-family structure on any lot, or within any urban design overlay with development standards for detached accessory dwelling units. The dwelling shall be clearly subordinate in size, height, and purpose to the principal structure, it shall be located on the same lot as the principal structure and is detached from the principal structure. A detached accessory dwelling unit can be an independent structure, it can be a dwelling unit above a garage, or it can be attached to a workshop or other accessory structure on the same lot as the principal structure.

Section 2. That Section 17.08.030 of the Metropolitan Code is amended by changing the zoning district land use table as shown in Exhibit A.



Section 3. That Section 17.12.040E.1.a of the Metropolitan Code is hereby amended by deleting it in its entirety and replacing it with the following:

E. Permitted Setback Obstructions. The following structures or building components may be located within required setbacks. Except for screening walls, fences and hedges, the following features shall not be permitted within a required landscape buffer yard.

1. Accessory buildings.

- a. Accessory buildings with a footprint of eight hundred fifty (850) square feet or less and located to the rear of a principal structure shall provide a minimum side setback equal to one-half of that required for the zoning district, but not less than three feet, and a minimum rear setback of at least three feet, except when garage doors or carport openings face or open directly to an alley, in which case the minimum rear setback shall be ten feet. Accessory buildings with a footprint of more than eight hundred fifty (850) square feet shall provide the full setbacks of the zoning district;

Section 4. That Section 17.12.050 of the Metropolitan Code is hereby amended by deleting the section in its entirety and replacing it with the following:

- A. On all lots with a size of less than forty thousand square feet, the building coverage of an accessory structure other than a detached accessory dwelling unit located to the rear of the principal dwelling and complying with the district setbacks shall be limited to eight hundred fifty (850) square feet or fifty percent of the building coverage of the principal dwelling, whichever is greater, but in no case shall exceed two-thousand five-hundred (2,500) square feet. For regulations pertaining to detached accessory dwelling units, see section 17.16.030.G.
- B. These floor area controls shall not apply to accessory structures proposed on lots where agricultural activities and domestic animals/wildlife are permitted.

Section 5. That Section 17.16.030 of the Metropolitan Code is amended by deleting Subsection G in its entirety and replacing it with the following:

G. Detached Accessory Dwelling Unit. A detached self-sufficient dwelling unit shall be allowed accessory to a principal structure subject to the following standards:

1. Applicability.

- a. While the following conditions listed below apply to a detached accessory dwelling unit, they do not counteract or override the applicable life safety standards found in the code editions adopted by the Metropolitan Government of Nashville.
- b. No other accessory structure shall exceed two hundred square feet when there is a detached accessory dwelling unit on the lot.

2. Lot Area. The lot area on which the detached accessory dwelling unit is to be placed shall comply with Table 17.12.020A.

3. Ownership.

- a. No more than one detached accessory dwelling unit shall be permitted on a single lot in conjunction with the principal structure.
  - b. The detached accessory dwelling unit cannot be divided from the property ownership of the principal dwelling.
  - c. Only one detached accessory dwelling unit shall be permitted and only when one single-family principal structure is present. When two principal structures are present, then no detached accessory dwelling unit is permitted.
  - d. The detached accessory dwelling unit shall be owned by the same person, or entity, as the principal structure and one of the two dwellings shall be owner-occupied.
4. Setbacks. The setbacks for a detached accessory dwelling unit shall meet the setbacks found in Section 17.12.040.E. for accessory buildings.
5. Site Requirements. A detached accessory dwelling unit may only be located behind the principal structure in the rear buildable area of the lot.
6. Driveway Access.
  - a. On lots with no alley access, the lot shall have no more than one curb-cut from any public street for driveway access to the principal structure as well as the detached accessory dwelling unit.
  - b. On lots with alley access, any additional access shall be from the alley and no new curb cuts shall be provided from public streets.
  - c. Parking accessed from any public street shall be limited to one driveway for the lot with a maximum width of twelve feet.
7. Bulk and Massing.
  - a. The living space of a detached accessory dwelling unit shall not exceed eight hundred fifty (850) square feet for lots less than ten thousand square feet, or one thousand two hundred (1,200) square feet for lots ten thousand square feet or greater and shall not exceed the size of the principal structure.
  - b. The detached accessory dwelling unit shall maintain a proportional mass, size, and height to ensure it is not taller and/or larger than the principal structure on the lot. The detached accessory dwelling unit height shall not exceed the height of the principal structure as measured to the eave line, with a maximum eave height of ten feet for single-story and seventeen feet for two-story detached accessory dwelling units as measured from average finished grade.
  - c. The roof ridge line of the detached accessory dwelling unit must be less than the primary structure and shall not exceed twenty-seven feet in height as measured from average finished grade.
8. Design Standards.
  - a. The detached accessory dwelling unit shall be of similar style, design and material color as used for the principal structure and shall use similar architectural characteristics, including roof form and pitch, to the existing principal structure.

- b. The detached accessory dwelling unit may have dormers that relate to the style and proportion of windows on the detached accessory dwelling unit and shall be subordinate to the roof slope by covering no more than fifty percent of the roof.
- c. Detached accessory dwelling units may have dormers that are setback a minimum of two feet from the exterior wall.

9. Historic Properties.

- a. Metro Historic Zoning Commission Action. Any existing or proposed detached accessory dwelling unit in a historic overlay district shall comply with the adopted regulations and guidelines of the applicable historic overlay.
  - b. Detached accessory dwelling units with a second story dwelling unit shall enclose the stairs interior to the structure and properly fire rate them per the applicable life safety standards found in the code editions adopted by the Metropolitan Government of Nashville.
10. Restrictive Covenant. Prior to the issuance of a permit, an instrument shall be prepared and recorded with the register's office covenanting that the detached accessory dwelling unit is being established accessory to a principal structure and may only be used under the conditions listed in 17.16.030.G.
11. Location. Detached accessory dwelling units shall only be permitted within the Urban Services District, within a Detached Accessory Dwelling Unit overlay district within the General Services District outside of the Urban Services District, or as otherwise permitted through a Specific Plan.
12. Short Term Rental Property (STRP). Upon enactment of this section, on any single-family-zoned, Residential Neighborhood-zoned, or Residential Limited-zoned lot where a new detached accessory dwelling unit is built, or on any single-family-zoned, Residential Neighborhood-zoned, or Residential Limited-zoned lot where a new detached accessory dwelling unit is established via conversion of an existing accessory structure, short term rental property—owner occupied, is not a permitted use in the accessory dwelling unit.
13. Utilities. The detached accessory dwelling unit may be served by separate utility meter(s).

Section 6. That Table 17.20.030: Parking Requirements is amended as shown in Exhibit B.

Section ~~67~~. That Section 17.36.680 (Purpose and intent.) of the Metropolitan Code is deleted in its entirety and replaced with the following language:

The Detached Accessory Dwelling Unit (DADU) overlay district provides additional housing options in the General Services District (GSD), outside of the Urban Service District (USD). Any DADU Overlays previously adopted may remain in effect until the Metropolitan Council adopts an ordinance canceling all or part of such DADU overlay district.

Section ~~78~~. That Section 17.36.690 (Overlay designation.) of the Metropolitan Code is deleted in its entirety and replaced with the following language:

A DADU overlay district shall only be created within the GSD, outside of the USD, according to the procedures of Chapter 17.40, Article III and depicted as a geographical area on the



official zoning map. Any DADU Overlay previously adopted may remain in effect until the Metropolitan Council adopts an ordinance canceling all or part of such DADU overlay district.

Section ~~89~~. That Section 17.36.710 (Permitted Land uses) of the Metropolitan Code is deleted in its entirety and replaced with the following language:

The range of land uses permitted within a DADU overlay district shall be those permitted by the underlying zoning district(s) as established by the zoning district land use table of Section 17.08.030 and detached accessory dwelling unit. On any lot where a new detached accessory dwelling unit is built, or on any lot where a new detached accessory dwelling unit is established via conversion of an existing accessory structure, short term rental property—owner occupied, is not a permitted use in the accessory dwelling unit.

Section ~~910~~. That Section 17.36.730.A.1 (Detached Accessory Dwelling Unit Overlay District) of the Metropolitan Code is deleted in its entirety and replaced with the following language:

A. Application of a DADU overlay.

1. A DADU overlay may be applied to properties zoned AR2a, AG, R/R-A, RS/RS-A or properties where a DADU is a legally permitted use prior to the establishment of the overlay.

Section ~~4011~~. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section ~~4112~~. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

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Jennifer Gamble  
Member of Council

### Exhibit A

	AG	Residential				Office	
Key: P-Permitted PC-Permitted w/ conditions* SE-Special exception* A-Accessory* O-Overlay * Refer to Chapter 17.16 for standards	AG and AR2a	RS80 throug h RS3.7 5-A	R80 thro ugh R6- A	RM2 throu gh RM2 0-A- NS	RM4 0 throu gh RM1 00-A- NS	OR2 0 throu gh OR4 0-A- NS	ORI, ORI- NS, ORI- A, and ORI- A-NS
Residential Uses:	AG	Residential				Office	
Detached Accessory Dwelling Unit	<u>PC</u>	<u>PC</u>	PC	PC	PC	PC	PC

## Exhibit B

Residential Land Uses	
Single-family	2 spaces (no maximum limit in UZO)
Two-family	2 spaces per unit (no maximum limit in UZO)
Multifamily	1 space per bedroom up to 2 bedrooms; .5 spaces per bedroom for each additional bedroom
	UZO district: Studio and/or 1 bedroom: 1 per unit;
	2 bedroom or more: 1.5 per unit
Elderly housing	.5 spaces per unit
Mobile home dwelling	2 spaces, plus 1 guest space for every 4 units for guest parking
Accessory apartment	1 space
Boardinghouse	1 space per each rental unit, plus 1 additional space for owner or manager
<u>Detached accessory dwelling unit</u>	<u>1 space (no maximum limit in UZO)</u>
Historic bed and breakfast homestay	1 space per guestroom, plus 2 spaces per dwelling unit
Historic home events	To be determined by traffic engineer (Section 17.20.030F)
Home occupation	Same as principal use
Rural bed and breakfast homestay	1 space per room
Security residence	1 space



AMENDMENT NO. 1  
TO  
ORDINANCE NO. BL2025-1007

Madam President,

I move to amend Ordinance No. BL2025-1007 as follows:

I. By amending Section 5 by amending proposed Subsection 17.16.030.G.7 as follows:

7. Bulk and Massing.
  - a. The living space of a detached accessory dwelling unit shall not exceed ~~eight hundred fifty (850)~~ seven hundred (700) square feet for lots less than ten thousand square feet, or ~~one thousand two hundred (1,200)~~ eight hundred and fifty (850) square feet for lots ten thousand square feet or greater and shall not exceed the size of the principal structure.
  - b. The detached accessory dwelling unit shall maintain a proportional mass, size, and height to ensure it is not taller and/or larger than the principal structure on the lot. The detached accessory dwelling unit height shall not exceed the height of the principal structure as measured to the eave line, with a maximum eave height of ten feet for single-story and seventeen feet for two-story detached accessory dwelling units as measured from average finished grade.
  - c. The roof ridge line of the detached accessory dwelling unit must be less than the primary structure and shall not exceed twenty-seven feet in height as measured from average finished grade.

SPONSORED BY:

\_\_\_\_\_  
Courtney Johnston  
Member of Council

AMENDMENT NO. 2  
TO  
ORDINANCE NO. BL2025-1007

Madam President,

I move to amend Ordinance No. BL2025-1007 as follows:

I. By deleting Exhibit A in its entirety and replacing it with the attached Exhibit A.

II. By amending Section 7 as follows:

Section 7. That Section 17.36.680 (Purpose and intent.) of the Metropolitan Code is deleted in its entirety and replaced with the following language:

The Detached Accessory Dwelling Unit (DADU) overlay district provides additional housing options ~~countywide, in the General Services District (GSD), outside of the Urban Services District (USD). Any DADU Overlays previously adopted that are located outside of the GSD may remain in effect until the Metropolitan Council adopts an ordinance canceling all or part of such DADU overlay district.~~

III. By amending the existing Section 8 as follows:

Section 8. That Section 17.36.690 (Overlay designation.) of the Metropolitan Code is deleted in its entirety and replaced with the following language:

A DADU overlay district shall ~~only be created within the GSD, outside of the USD, according to the procedures of Chapter 17.40, Article III and depicted as a geographical area on the official zoning map. Any DADU Overlay previously adopted outside of the GSD may remain in effect until the Metropolitan Council adopts an ordinance canceling all or part of such DADU overlay district.~~

IV. By amending the existing Section 10 as follows:

Section 10. That Subsection 17.36.730.A-4 (Detached Accessory Dwelling Unit Overlay District) of the Metropolitan Code is deleted in its entirety and replaced with the following language:

A. Application of a DADU overlay.

1. A DADU overlay district shall be applied to properties zoned AR2a, AG, R/R-A, RS/RS-A or properties where a DADU is a legally permitted use prior to the establishment of the overlay.
2. A DADU overlay district shall consist of a minimum of five contiguous lots. For the purposes of this overlay, lots on opposing block faces and opposite sides of alleys shall be considered contiguous.

SPONSORED BY:

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Courtney Johnston  
Member of Council



## Exhibit A

	AG	Residential				Office	
Key: P-Permitted PC-Permitted w/ conditions* SE-Special exception* A-Accessory* O-Overlay * Refer to Chapter 17.16 for standards	AG and AR2a	RS80 through RS3.75-A	R80 through R6-A	RM2 through RM20-A-NS	RM40 through RM100-A-NS	OR20 through OR40-A-NS	ORI, ORI-NS, ORI-A, and ORI-A-NS
<b>Residential Uses:</b>							
Detached Accessory Dwelling Unit	<u>O</u>	<u>O</u>	<u>O</u>	PC	PC	PC	PC

AMENDMENT NO. 3  
TO  
ORDINANCE NO. BL2025-1007

Madam President,

I move to amend Ordinance No. BL2025-1007 by adding the following as a new Section 11 and renumbering subsequent sections:

Section 11. The Planning Department shall prepare a report to the Metropolitan Council on the number of building permits generated, number of dwelling units added, and infrastructure costs incurred by the Metropolitan Government resulting from this legislation. Such report shall include the specified data created from the date of passage of this ordinance through January 31, 2027, and shall be published and presented to the Metropolitan Council no later than April 30, 2027.

SPONSORED BY:

\_\_\_\_\_  
Thom Druffel  
Member of Council

AMENDMENT NO. 4  
TO  
ORDINANCE NO. BL2025-1007

Madam President,

I move to amend Ordinance No. BL2025-1007 as follows:

I. By amending Section 5 by deleting proposed Subsection 17.16.030.G.7 in its entirety and replacing it with the following:

7. Bulk and Massing.
  - a. The living space of a detached accessory dwelling unit shall not exceed seven hundred square feet.
  - b. On lots less than ten thousand square feet, the footprint of a detached accessory dwelling unit shall not exceed seven hundred fifty square feet.
  - c. On lots ten thousand square feet or greater, the footprint of a detached accessory dwelling unit shall not exceed one thousand square feet.
  - d. The detached accessory dwelling unit shall maintain a proportional mass, size, and height to ensure it is not taller than the principal structure on the lot. The detached accessory dwelling unit height shall not exceed the height of the principal structure as measured to the eave line, with a maximum eave height of ten feet for single-story and seventeen feet for two-story detached accessory dwelling units.
  - e. The roof ridge line of the detached accessory dwelling unit must be less than the primary structure and shall not exceed twenty-seven feet in height.

SPONSORED BY:

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Burkley Allen  
Member of Council



AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2025-1061

Madam President –

I hereby move to amend Ordinance No. BL2025-1061 by adding the following after the tenth recital clause:

WHEREAS, the Title VIII Animal Advisory Committee was created in July 2022, to assist in the review of and updating of the Metropolitan Code of Laws in order to provide greater accountability to owners and alleviate pressure on MACC staff while a plan was created for a new future facility; and

WHEREAS, the original committee was composed of one member from the Pet Community Center, one member from Friends of Metro Animal Care and Control, one member from Music City Animal Rescue, one member from the Nashville Humane Association, one member of Hip Donelson Pets, the director of MACC and one Council Member. This committee illustrated the need for a new commission and led to the creation of the Pet Policy Working Group; and

SPONSORED BY:

\_\_\_\_\_  
Joy Styles  
Member of Council