



# **Metropolitan Council**

**PROPOSED AMENDMENTS PACKET  
FOR THE COUNCIL MEETING OF  
TUESDAY, APRIL 18, 2023**

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AMENDMENT NO. 1

TO

RESOLUTION NO. RS2023-2044

Mr. President –

I hereby move to amend Resolution No. RS2023-2044 by adding the following at the end of Section 3:

After the close of each fiscal year, the Department of Finance shall provide the Metropolitan Council with a report of the total revenue for the Nashville Needs Impact Fund. This annual report shall list each source of revenue for the Fund, as well as the total revenue from each source.

Sponsored by:

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Kyonzté Toombs  
Member of Council

AMENDMENT NO.   2  

TO

RESOLUTION NO. RS2023-2044

Mr. President –

I hereby move to amend Resolution No. RS2023-2044 by amending Section 2 as follows:

Section 2. The Metropolitan Government accepts and will designate the Dedicated Payment and consider the designation of a portion of revenues generated on the Campus and in connection with its redevelopment, including (a) incremental property taxes not utilized for campus infrastructure, (b) net rents, ~~and~~ (c) local option sales taxes, and (d) the annual \$4,000,000 payment from the Department of Water and Sewerage Services in lieu of ad valorem taxes levied pursuant to state law and approved by Resolution No. R96-177, to the Nashville Needs Impact Fund during consideration of the Operating Budget each fiscal year.

Sponsored by:

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Kyonzté Toombs  
Member of Council

Resolution No. RS2023-\_\_\_\_\_

A resolution approving a grant contract between the Metropolitan Government of Nashville and Davidson County, acting by and through Metropolitan Social Services, and United Neighborhood Health Services, Inc., for the provision of health services in encampment-based settings and Rapid Re-Housing locations.

WHEREAS, Resolution RS2022-1697 appropriated \$9,000,000 in American Rescue Plan Act funds from Fund #30216 to the Homeless Impact Division of Metropolitan Social Services to build capacity in Housing First case management services, including establishing Assertive Community Treatment teams; and,

WHEREAS, Metropolitan Social Services has recommended that \$1,961,515 of the funds appropriated in Resolution RS2022-1697 be utilized to fund a grant to the United Neighborhood Health Services, Inc., to provide health services in encampment-based settings and Rapid Re-Housing locations; and,


WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the grant contract between the Metropolitan Government of Nashville and Davidson County, acting by and through Metropolitan Social Services, and United Neighborhood Health Services, Inc., be approved.

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

Section 1. That the grant contract between the Metropolitan Government of Nashville and Davidson County, acting by and through Metropolitan Social Services, and United Neighborhood Health Services, Inc., for the provision of health services in encampment-based settings and Rapid Re-Housing locations, attached hereto and incorporated herein, is hereby approved.

Section 2. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY  
OF FUNDS:

  
\_\_\_\_\_  
Kelly Flannery, Director AP/OMB  
Department of Finance

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
Assistant Metropolitan Attorney

\_\_\_\_\_  
Member(s) of Council

Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract # \_\_\_\_\_

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY  
AND  
UNITED NEIGHBORHOOD HEALTH SERVICES, INC.**

This Grant Contract issued and entered into pursuant to Resolution RS2023 \_\_\_\_\_, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and United Neighborhood Health Services, Inc., ("Recipient" or "Neighborhood Health"), is for the provision of services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

**A. SCOPE OF PROGRAM:**

A.1. The Recipient will use the funds to provide:

**1. Medical Services:**

- a. **Services and Locations:** Neighborhood Health will provide primary health care services consistent with its scope of practice to patients within encampment-based settings or at up to two (2) Rapid Re-Housing (RRH) locations.
- b. **Regulatory Exclusions:** Services under this section may exclude offsite collections of lab specimens and performing point-of-care lab tests, which may need to be performed at clinics with CLIA waivers. When patients require labs for which Neighborhood Health cannot safely or legally collect specimens in the field, Neighborhood Health will facilitate lab-only and other visits to any Neighborhood Health clinic location.
- c. **Frequency:** Subject to scheduling adjustments for annual leave, sick time, etc., Neighborhood Health will generally provide services under this section on up to four (4) weekdays each week between 9:00am and 4:00pm.
- d. **Staffing:** Neighborhood Health will provide this service with a Family Nurse Practitioner, Adult Nurse Practitioner, or Physician Assistant; a Medical Assistant, Customer Service Representative, and Clinic Manager will support this provider on at least a part-time basis.

**2. Pharmacy Services:**

- a. **Services and Locations:** Neighborhood Health will dispense or deliver prescriptions (other than those for controlled substances) to patients within encampment-based settings or at up to two (2) Rapid Re-Housing (RRH) locations wherever possible. However, and deferring to patient preferences:
  - i. Neighborhood Health will alternatively allow uninsured/self-pay patients the opportunity to fill their prescriptions written by Neighborhood Health providers (excluding those for controlled substances) and receive medication therapy management from pharmacists at the Downtown Clinic's dispensary during its operating hours.
  - ii. Neighborhood Health will offer to send prescriptions for insured patients to their preferred pharmacy; and
  - iii. Neighborhood Health will seek to maximize the use of mail order pharmacy vendors to supply uninterrupted supplies of prescriptions for chronic conditions among patients with a stabilized housing situation.

- b. **Frequency:** Subject to scheduling adjustments for annual leave, sick time, etc., Neighborhood Health will generally provide services under this section on up to four (4) weekdays each week between 9:00am and 4:00pm.
- c. **Staffing:** Neighborhood Health will provide this service with a Pharmacist on a part-time basis; a Medical Assistant, Customer Service Representative, and Clinic Manager will support this provider on at least a part-time basis.
- d. **Value-Added Services:** In addition to the scope of work funded under this grant (and at no additional charge under this agreement), Neighborhood Health will provide starter kits of non-prescription smoking cessation products and help patients seeking to stop using tobacco enroll in programs that provide ongoing supplies of smoking cessation products.

### 3. Psychiatric Services:

- a. **Services and Locations:** Neighborhood Health will provide limited psychiatric health care services consistent with its scope of practice to patients within encampment-based settings or at up to two (2) Rapid Re-Housing (RRH) locations.
- b. **Frequency:** Subject to scheduling adjustments for annual leave, sick time, etc., Neighborhood Health will generally provide services under this section on up to four (4) weekdays each week between 9:00am and 4:00pm.
- c. **Regulatory Exclusions:** Services under this section may exclude collections of lab specimens and performing point-of-care lab tests, which may need to be performed at clinics with CLIA waivers. When patients require labs for which Neighborhood Health cannot safely or legally collect specimens in the field, Neighborhood Health will facilitate lab-only and other visits to any Neighborhood Health clinic location.
- d. **Out-of-Scope Exclusions:** While Neighborhood Health can treat many patients with behavioral health needs, Neighborhood Health may refer patients to other organizations for more specialized psychiatric care if a patient (i) takes any long-acting injectable(s); (ii) is nonverbal and on the autism spectrum; and/or (iii) has had multiple psych hospitalizations in previous two years.
- e. **Medical Evaluations:** Given its focus on primary care, Neighborhood Health may initially schedule the patient to see a family medicine or adult medicine (non-psychiatric) provider before having the patient see a psychiatric provider.
- f. **Continuity of Provider:** If a patient has seen a psychiatric provider at Mental Health Coop, Centerstone, or other organization in the previous six (6) months, Neighborhood Health seeks to avoid any break in the continuity of provider and may instead reconnect to the patient to Metro Social Services' liaison Mental Health Coop, Centerstone, or other organization or refer the patient to his or her psychiatric provider there.
- g. **Staffing:** Neighborhood Health will provide services under this section with a Psychiatric Nurse Practitioner; a Medical Assistant, Customer Service Representative, and Clinic Manager will support this provider on at least a part-time basis.

### 4. Integrated Behavioral Health Services:

- a. **Services and Locations:** Neighborhood Health will provide limited integrative behavioral health services consistent with its scope of practice to patients within encampment-based



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settings or at up to two (2) Rapid Re-Housing (RRH) locations. At its discretion and based on its staffing needs, Neighborhood Health may also provide these services via telehealth (including audio-only telehealth).

For these purposes, integrative behavioral health services consist of short-term, solution-focused interventions and may not include more traditional insight therapy or one-on-one counseling.

- b. **Frequency:** Subject to scheduling adjustments for annual leave, sick time, etc., Neighborhood Health will generally provide services under this section on up to four (4) weekdays each week between 9:00am and 4:00pm.
- c. **Staffing:** Neighborhood Health will provide services under this section with a Licensed Masters Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), or Licensed Professional Counseling in Training with temporary license (LPC-T), or licensed mental health professional with equivalent training and experience.
- d. **Value-Added Services:** In addition to the scope of work funded under this grant (and at no additional charge under this agreement), Neighborhood Health will enroll and serve eligible patients in our Intensive Outpatient Program (IOP) for persons with co-occurring disorders and in our medication assisted treatment (MAT) program for opioid use disorder to the extent we have program capacity.

**5. Medical Records:**

- a. **Services:** Neighborhood Health will develop a fax-based process by which up to a total of four (4) SOAR counselors across Park Center, The Contributor, and other Metro-funded organizations ("requesting agencies") can request medical records through our Neighborhood Health Medical Records staff.
- b. **Process:** Subject to refinement by Neighborhood Health and requesting agencies:
  - i. Neighborhood Health will receive these requests and work with these requesting agencies to ensure both Neighborhood Health and the requesting agencies have the required patient authorizations to request records;
  - ii. Neighborhood Health will submit those requests for records with required patient authorization to the appropriate hospital or other health care provider, track responses, and follow up to ensure the health care provider responds; and
  - iii. Neighborhood Health will receive the records, upload them to its electronic health record, and provide a hard copy of the records to the requesting agency.
- c. **Staffing:** Neighborhood Health will provide this service with a Health Information Specialist.

**6. Consultative Services:**

- a. **Services and Staffing:** Neighborhood Health will allow its Chief Executive Officer to spend up to three (3) hours per week providing consultative services as requested by Metro Social Services.
- b. **Documentation:** While this amount of effort equates to .075 FTE, Neighborhood Health will invoice for only .070 FTE of the Chief Executive's time. In consideration of this and in recognition of the fact Metro Social Services and its consultants may make requests for

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support by phone or informally and outside of regular business hours, Metro will not require Neighborhood Health to maintain time sheets of the Chief Executive Officer specifically related to these services.

- 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 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.
- A.5. The funds received through this contract are considered federal funds subject to the Single Audit Act and the related provisions of 2 CFR § 200 Uniform Guidance. Recipient shall comply with all applicable American Recovery Plan (ARP) Act of 2021 requirements in the administration of this Grant. Documentation will be required to support compliance with the criteria for ARP Act funds expenditures or the funds will need to be returned to Metropolitan Government of Nashville and Davidson County.

**B. GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be 36 Months, commencing on 5/1/2023 and ending on 4/30/2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed One Million, Nine Hundred Sixty-One Thousand, Five Hundred Fifteen dollars (\$1,961,515). The Grant Spending Plan will 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.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Direct Invoices to the Office of Homeless Services

Final invoices for the contract period should be received by Metro Payment Services by June 30, 2026. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

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- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Office of Homeless Services within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or 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 is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient 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 as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. 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 will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Subcontracting.** The Recipient may 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 will be considered the prime Recipient and will be responsible for all work performed.

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- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will 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.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will 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 must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must 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, must 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 are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Nonprofit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received by the Office of Homeless Services, no later than 12/30/2024, and a Final Program Report, to be received by Office of Grants and Accountability (OGA), within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will 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 must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**

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(a) Recipient agrees to 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 will 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) Recipient's duties under this section will survive the termination or expiration of the grant.

- D.15 **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **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.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will 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" is 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.

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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 must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must 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. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will 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 may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will 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.22. **Gratuities and Kickbacks.** It will 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 will 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.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must 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

April Calvin, Director  
Office of Homeless Services  
800 2<sup>nd</sup> Ave North, Suite 100  
Nashville, TN 37201  
615-862-6401

Recipient

Brian Hale, Patient and Chief Executive Officer  
Neighborhood Health  
2711 Foster Ave. Nashville, TN 37210  
(615) 944-4404 (cell) (615) 227-3000 (office)

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**D.24. 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 must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

**D.25. Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:
  - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

**D.26. Effective Date.** This contract will 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 will 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  
«GranteeName», Contract # \_\_\_\_\_

THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON  
COUNTY:

APPROVED AS TO AVAILABILITY OF  
FUNDS:

Kelly Flannery/mjiw  
Director of Finance

RECIPIENT: UNITED NEIGHBORHOOD  
HEALTH SERVICES, INC.

By: Brian Hale  
Brian Hale

Title: Chief Executive Officer

Date: April 11, 2023

APPROVED AS TO FORM AND  
LEGALITY

Matthew Garth  
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

\_\_\_\_\_  
Metropolitan Clerk



**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
GRANT SPENDING PLAN**

<b>RECIPIENT NAME:</b>	Neighborhood Health
------------------------	---------------------

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 5/1/2023 - 4/30/26				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$1,309,109.34		\$1,309,109.34
	Benefits and Taxes	\$267,185.69		\$267,185.69
	Professional Fees	\$22,500.00		\$22,500.00
	Supplies	\$173,000.35		\$173,000.35
	Communications	\$6,900.00		\$6,900.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings	\$4,500.00		\$4,500.00
	Insurance			\$0.00
	Specific Assistance to Individuals			\$0.00
	Other Non-Personnel (Indirect Cost)	\$178,319.54		\$178,319.54
	<b>GRAND TOTAL</b>	<b>\$1,961,514.92</b>	<b>\$0.00</b>	<b>\$1,961,514.92</b>



JOHN COOPER  
MAYOR

RENEE PRATT  
EXECUTIVE DIRECTOR

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**



**METROPOLITAN SOCIAL SERVICES  
800 2<sup>ND</sup> AVENUE NORTH, SUITE 100  
NASHVILLE, TENNESSEE 37201**

April 13, 2023

To: Metropolitan Council Office  
One Public Square, Ste 204  
Nashville, TN 37219

From: Metropolitan Social Services  
800 2<sup>nd</sup> Ave. North, Ste. 100  
Nashville, Tn 37201

Subject: Late Filing Request for the United Neighborhood Health Care

Metropolitan Social Services is seeking approval for a late filing for the United Neighborhood Health Care grant funded by the American Recovery Act. This vital medical service is essential for assisting people with urgent medical needs while residing in interim housing options. This contract was delayed due to last minute budget and legal revisions, and I am seeking a late file approval to increase the medical health and overall quality of life for formerly homeless Nashville neighbors.

Sincerely,

A handwritten signature in cursive script, appearing to read "Renee Pratt".

Renee Pratt  
Executive Director  
Metro Social Services

AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2023-1688

Mr. President –

I hereby move to amend Ordinance No. BL2023-1688 by amending Section 1, proposed Metropolitan Code of Laws Section 8.04.120 as follows:

8.04.120 Animals at large.

A. Any animal found running at large may be seized by the proper authorities of the health and police departments of the metropolitan government.

B. No person owning or having possession, charge, care, custody, or control of any animal shall cause, permit, or allow the animal to stray or in any manner to run at large.

C. Any person owning or having possession, charge, care, custody, or control of any animal which destroys or desecrates public or private property, chases persons, livestock, cars, or other vehicles, or otherwise causes a disturbance while running at large on public or private property shall be deemed to have committed a violation of this chapter.

~~CD.~~ Every person owning or having possession, charge, care, custody, or control of any animal shall keep such animal exclusively upon his own premises; provided, however, that such animal may be off such premises only if it is restrained by the owner or such animal is accompanied by the owner and the owner has full command of the animal.

~~DE.~~ Subsections A and B of this section shall not apply to a dog on a hunt or chase, a dog in training, a dog guarding or driving stock, a police dog, a working dog, cats, or any animal participating in an organized field competition.

~~EF.~~ Every owner of a female dog is required to confine the same during the time she is in heat. The confinement required by this section shall be such that other dogs may not get to the female dog. It is unlawful for any owner of a female dog not to so confine such dog as required by this section.

Sponsored by:

---

Jennifer Gamble  
Member of Council

AMENDMENT NO. 4  
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Amend the Ordinance by adding a new section as follows:

Section \_\_. Notwithstanding anything to the contrary herein, this Ordinance shall not be effective unless the Metropolitan Council has approved the form of the TSU Lease described in Section 11.3 of the Stadium Lease.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 5  
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Amend the Ordinance by adding a new section as follows:

Section \_\_. Notwithstanding anything to the contrary herein, this Ordinance shall not be effective unless the Metropolitan Council has been advised of the minority participation goals for Project Improvements described in Section 7.8(c) of the Development Agreement.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 6  
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Amend Section 3 of the Intergovernmental Project Agreement at Exhibit A of the Ordinance by adding a new subsection 3(k) as follows:

(k) While the Purchase Option defined in the Option Agreement remains in effect, except as set forth in the Existing Lease and that certain Lease Agreement, dated May 27, 1997, among the Authority, Cumberland and Tennessee State University, the Authority shall not allow any pledge, lien or encumbrance of any asset related to the New Stadium unless expressly set forth in this Agreement or approved by a resolution adopted by the Metropolitan Council.

SPONSORED BY:

\_\_\_\_\_  
Bob Mendes  
Member of Council

AMENDMENT NO.   7    
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Section 1. Delete the last sentence of Section 3.5(g) of the Development and Funding Agreement at Exhibit B of the Ordinance and replace it as follows:

The Authority shall have the right to Approve subject to the adoption of a resolution by the Council the replacement of the Construction Monitor by StadCo Agent; unless the new Construction Monitor appointed by StadCo Agent is a Qualified Construction Monitor in which event, the Approval of the Authority and Council shall not be required.

Section 2. Delete Section 21.3 of the Development and Funding Agreement at Exhibit B of the Ordinance and replace it as follows:

Section 21.3 Amendment. This Agreement may be amended, modified or supplemented but only in a writing signed by each of the Parties and approved by an ordinance adopted by the Council.

Sponsored by:

\_\_\_\_\_  
Bob Mendes  
Member of Council



AMENDMENT NO. 8

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Section 1. Delete Section 8.5(c)(ii) of the Site Coordination Agreement at Exhibit K of the Ordinance and replacing it as follows:

(ii) Without StadCo's prior written approval (such approval to be granted at StadCo's sole discretion), no Person shall have the right to control, conduct, sell, lease, license, publish, authorize and grant any opportunities with respect to sports betting and casinos throughout the Campus, including, without limitation, (x) the right to conduct and offer games of skill and chance through land-based facilities located on the Campus, or (y) the right to provide wagering on real world sports competitions on the Campus, in each case, to the extent permitted by, and in accordance with, Applicable Law, provided, however the foregoing shall not prohibit gambling or games of chance operated by the Tennessee Lottery or other Governmental Authorities throughout the Campus (other than within the Stadium); and further provided that, except as expressly provided in Section 3-17-101, et seq. of Tennessee Code Annotated as of April 1, 2023, none of the uses of the Campus described in this subsection shall be allowed without the prior passage of an ordinance adopted by the Metropolitan Council to approve such use;

Section 2. Add a new Section 2.2.1 to the Stadium Lease at Exhibit C of the Ordinance as follows:

Section 2.2.1 Gambling and Casino Uses. The Premises shall not be used for sports betting or as a casino, including without limitation, (x) games of skill and chance, or (y) wagering on real world sports competitions ("Gambling and Casino Uses"); provided however, Gambling and Casino Uses may be allowed at the Premises as permitted by Applicable Law if approved by the Authority and an ordinance adopted by the Council; and further provided that notwithstanding the foregoing any type of lottery game allowed by Tennessee Code Annotated Section 3-17-101, et seq. as of April 1, 2023, is allowed.

Section 3. Delete section (f) in Exhibit E, entitled Prohibited Uses, to the Stadium Lease at Exhibit C of the Ordinance and replace it as follows:

(f) any use of the Premises as a casino (or other establishment in which gambling is permitted or games of chance are operated, except, in any case, as and to the extent expressly permitted under Section 3-17-101, et seq. of Tennessee Code Annotated as of April 1, 2023 ~~Tennessee law~~); provided, however, ~~(i) the Parties~~ acknowledge that gambling is not currently sponsored or promoted by StadCo or its

Affiliates or sanctioned by the Authority but may be conducted by patrons at Team Games and Stadium Events and any such gambling by Patrons is not a violation of this restriction and (ii) the foregoing restriction shall not prohibit gambling or games of chance operated by the Tennessee Lottery or other Governmental Authorities;

Sponsored by:

---

Bob Mendes  
Member of Council

AMENDMENT NO. 9  
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Section 1. Delete Article 12 of the Team Guaranty at Exhibit E of the Ordinance and replace it as follows:

This Guaranty is a continuing guaranty, shall apply to all Guaranteed Obligations whenever arising, shall be binding upon the Parties hereto and their successors, transferees and permitted assigns and shall inure to the benefit of and be enforceable by the Parties hereto and their successors and permitted assigns; provided, the Guarantor shall have no right, power or authority to delegate, assign or transfer all or any of its obligations hereunder unless it has obtained the prior written consent of the Authority approved by an ordinance adopted by the Metropolitan Council other than to a Successor Owner (as defined in the Non-Relocation Agreement) of the Team pursuant to a permitted transfer of the Team (or the Team's rights under the Franchise) to a Successor Owner in accordance with Section 4 of the Non-Relocation Agreement, which shall relieve the Guarantor of all obligations hereunder. The Authority may assign or otherwise transfer this Guaranty to any Person to whom it may transfer the Stadium Lease or the other Project Documents to which the Authority is a party, in each case in accordance with the respective terms thereof, and such Person shall thereupon become vested, to the extent set forth in the agreement evidencing such assignment, transfer or participation, with all rights in respect hereof granted to the Authority herein.

Section 2. Delete Article 13 of the Team Guaranty at Exhibit E of the Ordinance and replace it as follows:

No amendment of this Guaranty shall be effective unless in writing and signed by the Guarantor and the Authority and approved by an ordinance adopted by the Metropolitan Council. No waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless such waiver or consent shall be in writing and signed by the Authority and approved by an ordinance adopted by the Metropolitan Council. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 3. Add a new section (i) to Article 14 of the Team Guaranty at Exhibit E of the Ordinance as follows:

(i) The Guarantor is the sole owner of the Team and all rights related to the NFL franchise related to the Team (together as the "Team Assets"), and there are no liens, pledges or encumbrances of the Team Assets except as disclosed on the attached Schedule 14(i). Further, the Guarantor covenants that while this Guaranty is in effect Guarantor shall not allow any lien, pledge or encumbrance of the Team Assets except as authorized by the Authority with approval by adoption of an ordinance by the Council.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 10

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Section 1. Add a new sentence at the end of Section 6.2(c) of the Stadium Lease Agreement at Exhibit C of the Ordinance as follows:

For clarity and to avoid misunderstanding, the Parties agree that under no circumstances shall it constitute “changed circumstances” or otherwise excuse any performance required of StadCo under this Lease if there is any legislative, administrative or regulatory action taken by the State of Tennessee to either (i) limit, or divert to another purpose, the amount of Sales Tax Revenues, Ticket Tax Revenues or Hotel Tax Revenues otherwise provided to the Metropolitan Government or the Authority, or (ii) limit the application of such revenues in the manner prescribed by Article 9 of the Lease.

Section 2. Add a new subsection (v) to Section 18.1(b) of the Stadium Lease Agreement at Exhibit C of the Ordinance as follows:

(v) For clarity and to avoid misunderstanding, the Parties agree that under no circumstances shall it constitute an Authority Event of Default if there is any legislative, administrative or regulatory action taken by the State of Tennessee to either (i) limit, or divert to another purpose, the amount of Sales Tax Revenues, Ticket Tax Revenues or Hotel Tax Revenues otherwise provided to the Metropolitan Government or the Authority, or (ii) limit the application of such revenues in the manner prescribed by Article 9 of the Lease.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 11

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Section 1: Delete Section 8.1(b) of the Stadium Lease at Exhibit C of the Ordinance and replace it with the following:

(b) Maintain, for a term beginning on the Commencement Date and ending on the twenty-fifth (25th) ~~twentieth (20th)~~ anniversary thereof (or on the earlier termination or expiration of this Lease), TeamCo's NFL club headquarters and practice facilities within the geographic area of the Metropolitan Government;

Section 2: Delete Section 3(a) of the Non-Relocation Agreement at Exhibit D of the Ordinance and replace it with the following:

(a) During the Non-Relocation Term, the Titans shall: (i) keep and maintain the Team as a validly existing and participating NFL Team in good standing under NFL Rules and Regulations; (ii) keep and maintain the Franchise as a validly existing NFL franchise under NFL Rules and Regulations; (iii) except as otherwise provided in Section 2 above and/or in the Stadium Lease, keep and maintain the Stadium as the facility designated to and by the NFL as the home facility for the Team; and (iv) maintain, for a term beginning on the Commencement Date (as defined in the Stadium Lease) and ending on the twenty-fifth (25th) ~~twentieth (20th)~~ anniversary thereof (or on the earlier termination or expiration of the Stadium Lease), the Team's headquarters and practice facilities within the geographic area of the Metropolitan Government.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 12

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Delete Section 1(t) of the Non-Relocation Agreement at Exhibit D of the Ordinance and replace it as follows:

(t) **Non-Relocation Term**: The term of this Agreement, beginning on the Funding Release Date ~~Commencement Date~~ (as defined in the Development Agreement Stadium Lease) and ending on the earlier of (i) the Stadium Lease Term Expiration Date (as defined below); or (ii) the date on which the Stadium Lease is terminated pursuant to its express term and conditions.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 13

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Delete Section 4 of the Non-Relocation Agreement at Exhibit D of the Ordinance and replace it as follows:

**4. Transfer of Team or Franchise.** The Titans shall have the right, at their sole election and at any time or from time to time, to assign, sell or otherwise transfer, or grant or place a Lien upon, in whole or in part, the Team or the Franchise and/or any ownership rights therein, to any Person (a “Successor Owner”), without the prior written approval of the Authority, solely if such assignment, sale or transfer, or grant or placement of a Lien, is conditioned on such Successor Owner (a) being approved by the NFL in accordance with the NFL Rules and Regulations as an owner of the Franchise or the holder of a Lien thereon and (b) to the extent any such Successor Owner, as the successor to the Titans, thereafter Controls the Franchise, whether (i) pursuant to any such assignment, sale or transfer or (ii) pursuant to any foreclosure or other action against any such Lien, being required to execute and deliver to the Authority an assignment and assumption agreement substantially in the form attached hereto as Exhibit A (or such other agreement in form and substance reasonably satisfactory to the Authority and approved by an ordinance adopted by the Metropolitan Council) whereby such Successor Owner assumes full responsibility for the performance of all of the obligations of the Titans under the Project Documents (as defined in the Stadium Lease) (including, without limitation, under the Non-Relocation Covenants) arising on and after the date of such assignment, sale, transfer or foreclosure. Subject to satisfaction of the conditions precedent specified in clause (b) above, the Titans shall be relieved from any obligations arising under this Non-Relocation Agreement after the date any such assignment and assumption agreement is executed and delivered to the Authority.

SPONSORED BY:

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Bob Mendes  
Member of Council



AMENDMENT NO. 14

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Section 1. Add a new Section 10(f) to the Stadium Site Ground Lease Agreement at Exhibit J of the Ordinance as follows:

(f) the Tennessee Legislature passes any law to restructure, rearrange or reconstitute the Lessee or its board of directors.

Section 2. Add a new sentence at the end of Section 11 to the Stadium Site Ground Lease Agreement at Exhibit J of the Ordinance as follows:

If there is a Lessee Default under Section 10(f), Lessor at its sole discretion may increase the annual rent under this Agreement to an amount equal to the market rate at that time for comparable real estate with comparable development.

Section 3. Delete Section 3 of the Recognition, Non-Disturbance, and Attornment Agreement attached as an exhibit to the Stadium Site Ground lease Agreement at Exhibit J of the Ordinance and replace it as follows:

- 3. Prohibition on Amendment and Termination.** Each of Ground Lessor and Ground Lessee hereby waive the right to re-enter and relet the Premises and to terminate the Ground Lease, except as may be consented to by StadCo in writing. Each of Ground Lessor and Ground Lessee irrevocably and explicitly agrees and declares that any amendment, termination, modification, replacement, invalidation, or surrender of the foregoing waiver or of the Ground Lease without StadCo's prior written consent shall be null and void; provided however, StadCo acknowledges that the rent required under the Ground Lease may change in Ground Lessor's sole discretion upon a default under Section 10(f) of the Ground Lease.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 15

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Add a new subsection between Section 9.7(a) and (b) of the Stadium Lease Agreement at Exhibit C of the Ordinance as follows:

( ) An amount to equal to the rent due under the Ground Lease; then

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 16

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Section 1. Delete Section 25.1(b)(ii) of the Stadium Lease Agreement at Exhibit C to the Ordinance and replace it as follows:

(ii) any Assignment in connection with a transfer of the Tennessee Titans' NFL franchise, whether via a transfer of interests or assets or otherwise (including a transfer following a foreclosure), to a new controlling owner (as defined and determined by the NFL) approved by the NFL, and where the new owner assumes all obligations of StadCo under this Lease, the Team Sublease and all related agreements (including the Project Documents) pursuant to an instrument of assignment and assumption substantially in the form of the Assignment and Assumption Agreement attached as Exhibit G or, if not substantially in such form, then in a form approved by the Authority in its sole discretion and by ordinance adopted by the Council;

Section 2. Delete the first sentence of Section 25.2(m) of the Stadium Lease Agreement at Exhibit C to the Ordinance and replace it as follows:

If any Leasehold Mortgagee requires any reasonable modification of this Lease or any related sublease, assignment or license of TeamCo or of any other document to be provided under this Lease or under any such sublease, assignment or license, or if any such modification is necessary or appropriate to comply with any rating agency requirements, then the Authority shall, at StadCo's or TeamCo's request and reasonable cost and expense, cooperate in good faith to negotiate such instruments in recordable form effecting such modification as such Leasehold Mortgagee or rating agency shall reasonably require, provided that any such modification does not modify amounts payable to the Authority by StadCo or TeamCo, and does not otherwise materially adversely affect the Authority's rights or materially decrease StadCo's obligations under this Lease and does not expand or otherwise modify the definition of Stadium Events under this Lease unless any such expansion or modification is approved by the Authority in writing in its sole discretion and by ordinance adopted by the Council.

Section 3. Delete Section 26.10 of the Stadium Lease Agreement at Exhibit C to the Ordinance and replace it as follows:

Section 26.10 Amendment. This Lease is subject to modification, alteration, amendment ("Amendment") or change only upon the mutual agreement of the Parties. Any such Amendment will become effective only after approval by the Authority and StadCo, reduced to writing and signed by the Parties hereto and approved by an ordinance adopted by the Council. Any duly approved Amendment, executed and approved as prescribed herein, shall be of full force and effect, as though originally

agreed to and incorporated herein upon filing a memorandum of such amendment with the Metropolitan Clerk.

Section 4. Delete the first sentence of Section 26.19 of the Stadium Lease Agreement at Exhibit C to the Ordinance and replace it as follows:

If StadCo shall notify the Authority that it wishes to obtain financing of the Premises secured by a lien on StadCo's interest under this Lease and such lender requires any reasonable modification of this Lease or any related sublease, assignment or license of TeamCo or of any other document to be provided under this Lease or under any such sublease, assignment or license, then the Authority shall, at StadCo's request and reasonable cost and expense, cooperate in good faith to negotiate such instruments in recordable form effecting such modification as such lender shall reasonably require, provided that any such modification does not (i) modify amounts payable to the Authority by StadCo, (ii) does not otherwise materially adversely affect the Authority's rights or obligations, or materially decrease StadCo's obligations, under this Lease or (iii) expand or otherwise modify the definition of Stadium Events under this Lease unless any such expansion or modification is approved by the Authority in writing in its sole discretion and by ordinance adopted by the Council.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 17

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Delete Section VII(4) of the Funding Agreement at Exhibit F of the Ordinance and replace it as follows:

4. Third Party Beneficiary Right. The parties do not intend to create rights for any party by this Agreement and no third-party beneficiary rights are created hereby; provided however, the Metropolitan Government is an intended third-party beneficiary of this Agreement.

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 18

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Delete Section 6 of the Stadium Site Ground Lease Agreement at Exhibit J of the Ordinance and replacing it as follows:

Section 6. Benefit and Assignment and Subletting. The provisions of this Ground Lease shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto. Neither this Ground Lease nor any of the rights and obligations of the Lessee hereunder shall be assigned or transferred to any person, firm or corporation without the prior written consent of the Lessor and an ordinance adopted by the Metropolitan Council approving such assignment or transfer, which consent may be withheld for any or no reason ~~shall not be unreasonably withheld~~. Any assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee or transferee shall assume each and every obligation of Lessee hereunder, and Lessor may deal with, contract with, and accept rent from any such assignee without waiving any of its rights hereunder. Notwithstanding the foregoing, the Except in connection with the Stadium Lease with StadCo of even date herewith, Lessor's consent is ~~not~~ required in connection with any sublease, license, occupancy, concession, advertising, service, maintenance or other agreement (each, a "Sublease" and collectively, "Subleases", as applicable) of all or any portion of the Project Property that is entered into by the Lessee, as sublessor or licensor thereunder. Lessee is expressly permitted to enter into a Sublease the Stadium Lease with StadCo of the Project Property, in whole or in part, as necessary or desired for the management and operation of the Project Property, and such Sublease shall not require any approval or consent of Lessor. Any Sublease shall be specifically subject to the terms and conditions of this Ground Lease. A Sublease shall not release Lessee from its obligations hereunder.

SPONSORED BY:

---

Bob Mendes  
Member of Council

AMENDMENT NO. 19  
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Delete Section 13 of the Ordinance and replace it as follows:

Section 13. This Ordinance may be amended by ordinance ~~resolution~~ adopted by the Metropolitan Council ~~receiving a majority of the votes to which the Metropolitan Council is entitled.~~

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. 20  
TO  
ORDINANCE NO. BL2023-1741

Mr. President --

I hereby move to amend Ordinance No. BL2023-1741 by adding the following as a new section:

Section \_\_. Notwithstanding anything to the contrary herein, the Metro Office of Minority & Women Business Assistance and StadCo shall advise the Metropolitan Council of minority participation goals for the project improvements described in Section 7.8(c) of the Development and Funding Agreement as soon as practicable after the same have been established pursuant to the process for establishing DEI goals set forth in Title IV of the Metropolitan Code of Laws. To the extent that the aggregate goal for DEI participation is established at less than twenty-five percent (25%), the Metro Office of Minority & Women Business Assistance and StadCo shall provide a detailed explanation to the Metropolitan Council of the efforts they will nevertheless undertake to attempt to increase DEI participation in one or more categories such that the aggregate DEI participation exceeds twenty-five percent (25%).

Sponsored by:

---

Sharon W. Hurt  
Member of Council



AMENDMENT NO.   21    
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

- I. By Deleting Section 9.6 of the Stadium Lease Agreement at Exhibit C of the Ordinance and replacing it as follows:

9.6 Rights and Revenues. Except as otherwise expressly provided in this Lease and the other Project Documents, StadCo shall be entitled to exercise all rights (including, without limitation, all naming, signage, marketing, entitlement, trademark, copyright, and other rights) concerning, and to retain all revenues generated or derived from, the Premises-; provided however, that StadCo and the Metropolitan Government shall each retain 50% of the revenue from the sale of the Naming Rights and StadCo shall provide Metro with a copy of any contract for the sale of the Naming Rights.

Sponsored by:

\_\_\_\_\_  
Emily Benedict  
Member of Council

AMENDMENT NO. 22  
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

- I. By deleting Section 9.7(e) of the Stadium Lease Agreement at Exhibit C of the Ordinance and replacing it as follows:

(e) The balance of amounts then remaining in the Excess Authority Receipts Account, if any, shall be deposited fifty percent (50%) to the ~~Capital Repairs Reserve Fund~~ the general fund of the Metropolitan Government and fifty percent (50%) to the Bond Prepayment and Liquidity Reserve Account of the Stadium Revenue Fund.

Sponsored by:

\_\_\_\_\_  
Freddie O'Connell  
Member of Council

AMENDMENT NO.   23    
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

- I. By deleting Section 6.5(a) of the Stadium Lease Agreement at Exhibit C of the Ordinance and replacing it as follows:
  - (a) Creation of Capital Repairs Reserve Fund and Maintenance and Repairs Fund. Pursuant to the Intergovernmental Project Agreement, the Metropolitan Government has established (i) the Capital Repairs Reserve Fund solely for the purpose of providing a source of funding for Capital Repairs and Capital Improvements, and (ii) the Maintenance and Repairs Fund solely for the purpose of providing a source of funding for Capital Repairs, Maintenance and Repairs Work, and Capital Improvements. The amount of funds in the Capital Repairs Reserve Fund and the Maintenance and Repairs Fund shall never exceed the amount reasonably expected to be required for the Premises during the next 10 years as shown on the most recent CAMP, as defined in Section 6.2. Amounts remaining in the Capital Repairs Reserve Fund and the Maintenance and Repairs Fund on the expiration date of the Term shall remain the property of the Authority, and StadCo shall not have any right or claim thereto.

Sponsored by:

\_\_\_\_\_  
Freddie O'Connell  
Member of Council

AMENDMENT NO. 24  
TO  
ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

- I. By deleting Section 5.1 of the Site Coordination Agreement at Exhibit K of the Ordinance and replacing it as follows:

Section 5.1 Development of Campus Improvements. The Metropolitan Government may, but shall not be required to, engage one or more third-party developers (each a “Campus Developer”) pursuant to one or more development agreements (each a “Campus Development Agreement”) to perform any development, design and construction of improvements to properties within the Campus, including any Campus Infrastructure (but specifically excluding the Stadium Project Improvements Work) (“Campus Improvements”), provided that any such development, design and construction shall be subject to the terms of this Agreement. Any work undertaken by or on behalf of the Metropolitan Government by a Campus Developer to develop, design and construct Campus Improvements (the “Campus Improvements Work”), shall be ~~undertaken at no cost to~~ funded fifty percent (50%) by the Metropolitan Government and fifty percent (50%) by StadCo except as otherwise expressly set forth herein. For the avoidance of doubt, subject to Section 5.2(a), the Developer shall have sole approval rights over its final design documents of the Campus Improvements Work.

Sponsored by:

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Freddie O’Connell  
Member of Council

AMENDMENT NO. 25

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741

I. By amending Section 4(d) as follows:

d. certain revenues derived from the levy by the Metropolitan Government of a ticket tax (the “Ticket Tax”) on events at the Existing Stadium and the New Stadium in the amount of three dollars (\$3.00) per ticket, pursuant to Section 7-3-202 of the Tennessee Code Annotated and Ordinances Nos. BL2009-545 and BL2011-40 of the Metropolitan Council and subject to the limitations provided therein; provided however, that in the event that the Metropolitan Government enacts an ordinance amending the Ticket Tax levy, the Ticket Tax charge shall be consistent therewith (such revenues from the Ticket Tax to be hereinafter referred to as the “Ticket Tax Revenues” and, together with the Stadium Sales Tax Revenues, the Development Sales Tax Revenues and the Hotel Tax Revenues, the “Tax Revenues”);

II. By deleting the twenty-fifth recital of the Intergovernmental Project Agreement at Exhibit A of the Ordinance and replacing it with the following:

WHEREAS, pursuant to Section 7-3-202 of the Tennessee Code Annotated and Ordinances Nos. BL2009-545 and BL2011-40 of the Metropolitan Council and subject to the limitations provided therein, the Metropolitan Government has levied and will continue to levy a ticket tax (the “Ticket Tax”) on events at the Existing Stadium and the New Stadium in the amount of three dollars (\$3.00) per ticket, the proceeds of which may be used only for the capital and operating costs of the Existing Stadium and New Stadium or for the payment of debt service on bonds or other indebtedness issued for the foregoing; provided however, that in the event that the Metropolitan Government enacts an ordinance amending the Ticket Tax levy, the Ticket Tax charge shall be consistent therewith (such revenues from the Ticket Tax to be hereinafter referred to as the “Ticket Tax Revenues”); and

III. By deleting the tenth recital of the Stadium Lease Agreement at Exhibit C of the Ordinance and replacing it as follows:

WHEREAS, pursuant to Tennessee Code Annotated Section 7-3-202, the Metropolitan Government will continue to levy a ticket tax (the “Ticket Tax”) on events at the Existing Stadium and the Stadium in the amount of three dollars (\$3.00) per ticket; provided however, that in the event that the Metropolitan Government enacts an ordinance amending the Ticket Tax levy, the Ticket Tax charge shall be consistent therewith (the revenues from such tax, the “Ticket Tax Revenues”); and

Sponsored by:

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Freddie O'Connell

AMENDMENT NO. 26

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

I. Amend Exhibit A of the Site Coordination agreement attached as Exhibit K to the Ordinance to add the following new definition:

"Casino" shall mean a building or any portion thereof that provides gambling-based games typically found in casinos that consist of dealing, operating, carrying on, conducting, maintaining, or exposing for play any game played with cards, dice, equipment, or any mechanical or electromechanical device, such as poker, roulette, craps, twenty-one, black jack, baccarat, slot machines, keno, or any other gambling-based game similar in form or content where money or credit is wagered. A building shall not be considered a casino solely because such building (or any portion thereof) provides (i) legalized sports betting and/or (ii) raffles or lotteries which are sponsored or operated by the State or other Governmental Authorities.

II. Delete Section 8.5(c)(ii) of the Site Coordination Agreement attached as Exhibit K of the Ordinance and replacing it as follows:

(ii) Without StadCo's prior written approval (such approval to be granted at StadCo's sole discretion), no Person shall have the right to control, conduct, sell, lease, license, publish, authorize and grant any opportunities with respect to sports betting and Casinos ~~and casinos~~ throughout the Campus, including, without limitation, (x) the right to conduct and offer games of skill and chance through land-based facilities located on the Campus, or (y) the right to provide wagering on real world sports competitions on the Campus, in each case, to the extent permitted by, and in accordance with, Applicable Law, provided, however the foregoing shall not prohibit gambling or games of chance operated by the Tennessee Lottery or other Governmental Authorities throughout the Campus (other than within the Stadium); No Casino shall be allowed within the Campus without the approval of the Metropolitan Council by ordinance.

III. Add the following new definition to the Stadium Lease attached as Exhibit C of the Ordinance:

"Casino" shall mean any portion of the Stadium that provides gambling-based games typically found in casinos that consist of dealing, operating, carrying on, conducting, maintaining, or exposing for play any game played with cards, dice, equipment, or any mechanical or electromechanical device, such as poker, roulette, craps, twenty-one, black jack, baccarat, slot machines, keno, or any other gambling-based game similar in form or content where money or credit is wagered. No portion of the Stadium shall be considered a casino solely because such portion provides (i) legalized sports betting and/or (ii) raffles

or lotteries which are sponsored or operated by the State or other Governmental Authorities.

Add a new Section 2.2.1 to the Stadium Lease attached as Exhibit C of the Ordinance as follows:

Section 2.2.1 Casino Uses. The Premises shall not be used as a Casino without the express approval of the Authority and upon a resolution approved by the Council.

SPONSORED BY:

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Courtney Johnston  
Brett Withers  
Tonya Hancock  
Zach Young  
Bob Nash  
Nancy VanReece  
Members of Council



AMENDMENT NO. 27

TO

ORDINANCE NO. BL2023-1741

Mr. President -

I hereby move to amend Ordinance No. BL2023-1741 as follows:

I. By deleting the provisions of Section 4, subsection f., added by Amendment No. 2 as follows:

~~Notwithstanding the language in the Stadium Lease attached to this ordinance as Exhibit C, the rental payments shall be in an amount equal to 3% for each ticket sold for admission to non-NFL Stadium Events in the first year, and then shall increase by 1% each year thereafter. However, in no event shall the rental payment plus the Ticket Tax exceed 10% of the value of each ticket sold. An amount equal to three dollars for each ticket sold for admission to non-NFL Stadium Events shall be used the payment of Bonds and remaining funds from the rental payments shall be paid to the general fund of the Metropolitan Government.~~

II. By amending the Stadium Lease attached to the Ordinance as Exhibit C as follows:

A. By amending Section 1.1 by adding the following new definitions:

"Additional Rent" shall have the meaning set forth in Section 3.1.

"Additional Rent Excluded Events" shall mean any college (specifically including TSU football games and the Music City Bowl) or high school sporting event, CMA event, ACM event, Grammy Awards, or WWE special event.

"Base Rent" shall have the meaning set forth in Section 3.1.

B. By deleting Section 3.1 in its entirety and replacing with the following new Section 3.1:

Section 3.1 Rent. During the period beginning on the Commencement Date and ending on the last day of the Initial Term, StadCo shall pay to the Authority, on the fifteenth (15th) day after the last day of each calendar quarter and fifteen (15) days after the last day of the Initial Term, rent in an amount equal to the greater of (x) \$3.00 (Three Dollars) or (y) three percent (3%) of the face value for each ticket sold for admission to a Non-NFL Stadium Event hosted during the calendar quarter then ending (or during such shorter period either (i) beginning on the Commencement Date or (ii) ending on the last day of the Initial Term) (the "Rent"). Notwithstanding the foregoing, Rent shall be calculated for Additional Rent Excluded Events by excluding any consideration of (y) above. The amount of Rent calculated in the manner described in (x) above may hereafter be referred to as "Base Rent", and any amount of Rent collected in excess thereof may hereafter be referred to as "Additional Rent". The parties shall develop mutually acceptable guidelines for calculating the number of tickets sold for purposes of this Section 3.1, provided that the following will generally not be treated as tickets sold: (i) non-ticketed or complimentary admissions credentials, and (ii) tickets for which no monetary consideration is received.

C. By deleting Section 9.7(a) in its entirety and replacing with the following new Section 9.7(a):

- (a) An amount equal to the lesser of (i) the sum of all Ticket Tax Revenues and Rent Revenues received by the Authority in such Lease Year, or (ii) the amounts then on deposit within the Excess Authority Receipts Account, shall be transferred from the Excess Authority Receipts Account first to the Maintenance and Repairs Fund in the amount of Ticket Tax Revenues and Rent Revenues attributable to Base Rent, and second to the Authority in the amount of Rent Revenues attributable to Additional Rent, which amount attributable to Additional Rent shall be held and administered by the Authority in the manner described in Section 10.5 hereof for allocation to the Nashville Needs Impact Fund; then

III. By renumbering the existing Section 15 as Section 16, and by adding the following new Section 15:

Section 15. The Metropolitan Council recognizes that releasing the areas of the Campus surrounding the New Stadium from the encumbrances of the Existing Lease creates the potential for a tremendous economic benefit to the Metropolitan Government in the form of rental payments and other revenue to the Metropolitan Government associated with future development rights, property taxes, and 1/2 of the Campus-area local option sales taxes from the Campus Development (the "Development Revenues"). In order to demonstrate the tangible economic benefits of this transaction to all residents of Nashville and Davidson County, the Metropolitan Council hereby states its intention that twenty-five percent (25%) of the Development Revenues up to ten million dollars (\$10,000,000.00) per year be allocated to the Nashville Needs Impact Fund established by Resolution No. RS2023-2044 for annual appropriation by the Metropolitan Council.

SPONSORED BY:

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Jennifer Gamble  
Sharon W. Hurt  
Zulfat Suara  
Burkley Allen  
Brett Withers  
Joy Styles  
Tonya Hancock  
Zach Young  
Bob Nash  
Nancy VanReece  
John Rutherford  
Robert Swope  
Members of Council

AMENDMENT NO. 28

TO

ORDINANCE NO. BL2023-1741

Mr. President -

I hereby move to amend Ordinance No. BL2023-1741 as follows:

- I. By adding the following language to the end of Section 4, subsection f:

Notwithstanding any language in this ordinance or in an attachment hereto to the contrary, in the event that rental payments to be made by StadCo are in excess of \$3.00 (Three Dollars) per ticket, any excess revenue shall be deposited into the general fund of the Metropolitan Government.

- II. By deleting Section 10.5 of the Stadium Lease Agreement at Exhibit C to the Ordinance and replacing it with the following:

Section 10.5 Nashville Needs. In each of the first thirty (30) Lease Years during the Term, StadCo shall make an annual donation to the Authority, which the Authority shall cause to be disbursed to the Metropolitan Government pursuant to the Intergovernmental Project Agreement. Such donation shall be payable in the amount of One Million Dollars (\$1,000,000.00) for the first Lease Year. The amount of such donation payable for each Lease Year thereafter (through the thirtieth (30th) Lease Year) shall increase by three percent (3%) per annum on a cumulative, compound basis. In the event that rental payments to be made by StadCo are in excess of \$3.00 (Three Dollars) per ticket, no excess revenue from the rental payments shall be allocated to the Nashville Needs Impact Fund.

Sponsored by:

\_\_\_\_\_  
Freddie O'Connell  
Member of Council

AMENDMENT NO. 29

TO

ORDINANCE NO. BL2023-1741

Mr. President -

I hereby move to amend Ordinance No. BL2023-1741 by deleting the provisions of Section 4, subsection f., added by Amendment No. 2 as follows:

~~Notwithstanding the language in the Stadium Lease attached to this ordinance as Exhibit C, the rental payments shall be in an amount equal to 3% for each ticket sold for admission to non-NFL Stadium Events in the first year, and then shall increase by 1% each year thereafter. However, in no event shall the rental payment plus the Ticket Tax exceed 10% of the value of each ticket sold. An amount equal to three dollars for each ticket sold for admission to non-NFL Stadium Events shall be used the payment of Bonds and remaining funds from the rental payments shall be paid to the general fund of the Metropolitan Government.~~

SPONSORED BY:

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Russ Pulley  
Courtney Johnston  
Tonya Hancock  
Zach Young  
Bob Nash  
Members of Council

AMENDMENT NO. 30

TO

ORDINANCE NO. BL2023-1741

Mr. President –

I hereby move to amend Ordinance No. BL2023-1741 as follows:

Add the following as a new sentence at the end of Section 8 of the Ordinance: “The Authority shall not issue or sell the Bonds if the Tennessee Legislature passes or has passed any law after April 1, 2023, to restructure, rearrange or reconstitute the Authority or its board of directors absent further approval by a separate ordinance adopted by the Metropolitan Council.”

SPONSORED BY:

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Bob Mendes  
Member of Council

AMENDMENT NO. \_\_  
TO  
SUBSTITUTE ORDINANCE NO. BL2022-1471

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2022-1471 as follows:

I. By amending Section 1 as follows:

"Family" means for purposes of this chapter:

1. An individual; or
2. Two or more persons related by blood, marriage or law; or
3. A group of two or more unrelated persons living together in a dwelling unit, not to exceed four persons in a dwelling unit with three or fewer bedrooms, and not to exceed five persons in a dwelling unit with four or more bedrooms. Such group may include a combination of related and unrelated persons.

II. By amending Section 3 as follows:

"Family" means one of the following:

1. An individual, or
2. Two or more persons related by blood, marriage or law, or,
3. A group of two or more unrelated persons living together in a dwelling unit, not to exceed four persons in a dwelling unit with three or fewer bedrooms, and not to exceed five persons in a dwelling unit with four or more bedrooms. Such group may include a combination of related and unrelated persons.
4. A group of not more than eight unrelated persons with disabilities including three additional persons acting as support staff or guardians, who need not be related to each other or to any of the persons with disabilities, residing together in a home in accordance with Tennessee Code Annotated § 13-24-102. For purposes of this subsection, 'persons with disabilities' includes persons with a physical or mental impairment which substantially limits one or more of such person's major life activities, a record of having such an impairment, or being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). For the purposes of this subsection, "persons with disabilities" does not include persons who pose a substantial likelihood of serious harm as defined in Tennessee Code Annotated § 33-6-501, or who have been convicted of serious criminal conduct related to such disability.
5. A group of not more than eight unrelated persons over the age of sixty-five, including two additional persons acting as house parents or guardians, living together as a single housekeeping unit.
6. Family, as defined herein, is subject to the occupancy limitations in Section 16.24.400.J of the Metropolitan Code of Laws. Where there is a conflict between the definition of Family

in this section and the overcrowding provisions in Section 16.24.400.J, the more restrictive limitation shall apply.

Sponsored by:

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Sean Parker  
Member of Council