



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, APRIL 2, 2024**

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SUBSTITUTE ORDINANCE NO. BL2024-229

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R40 to RS40 zoning for various properties along Cloverland Drive, west of Cloverland Park Drive (~~112.76~~ 88.69 acres), all of which is described herein (Proposal No. 2024Z-015PR-001).

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

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

By changing one from R40 to RS40 zoning for various properties along Cloverland Drive, west of Cloverland Park Drive (~~112.76~~ 88.69 acres), being various Property Parcels Nos.as designated on Map 105 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures ~~on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department~~ on the attached sketch 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 171 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.

SPONSORED BY:

Mike Cortese
Member of Council

2024Z-015PR-001

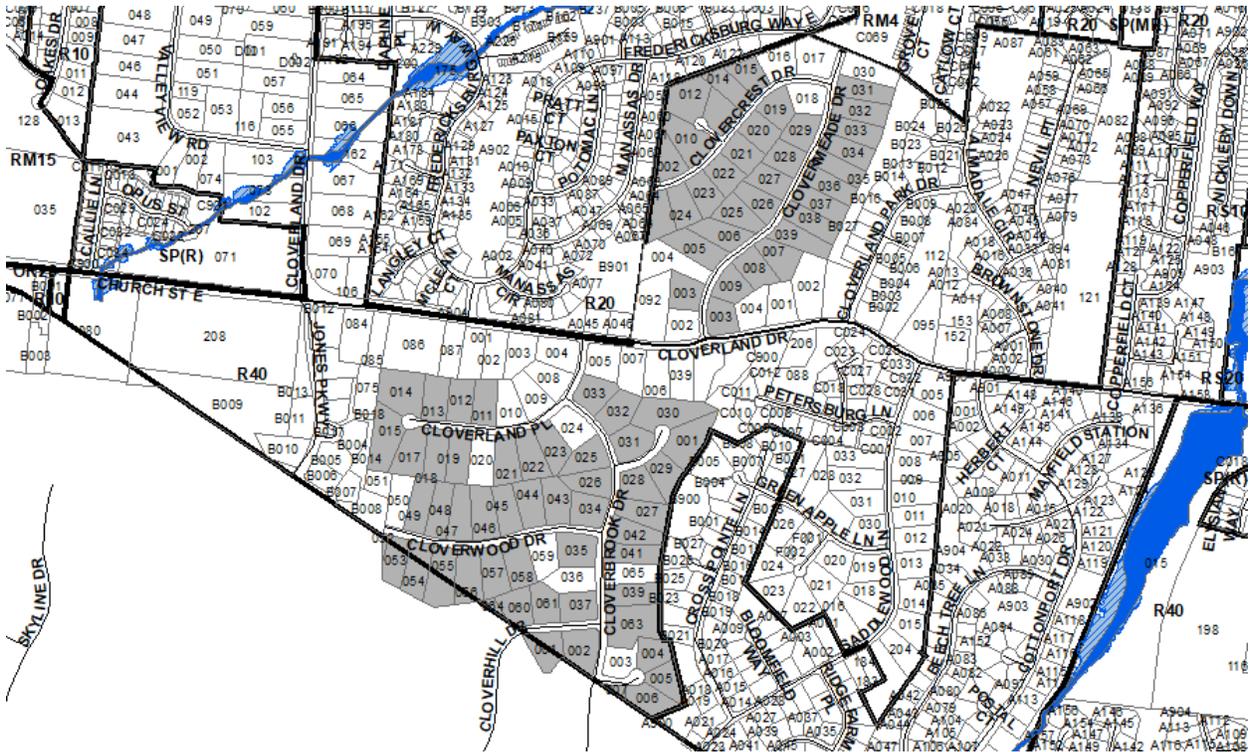
Subarea 12

District 4

See attached owner list for parcels

Application fee paid by: Fee waived by Council

A request to rezone from R40 to RS40 zoning for various properties along Cloverland Drive, west of Cloverland Park Drive (88.69 acres), requested by Councilmember Mike Cortese, applicant; various owners.



STANPAR	Owner	PropAddr	PropCity	PropState	PropZip
17103000200	COPELAND, TERRY ET UX	5524 CLOVERCREST DR	BRENTWOOD	TN	37027
17103000300	CHERRY, SANDRA D. & JOSHUA Q.	5529 CLOVERCREST DR	BRENTWOOD	TN	37027
17108000100	GILFILEN, TIMOTHY A. & DIANA C.	708 CLOVERBROOK CT	BRENTWOOD	TN	37027
17108000300	MAYNARD, KENNETH E. ET UX	5600 CLOVERMEADE DR	BRENTWOOD	TN	37027
17111000100	OSBORNE, PAUL J. & COLETTE	5710 CLOVERHILL DR	BRENTWOOD	TN	37027
17111000200	LADD, LARRY G. ETUX	6501 CLOVERBROOK DR	BRENTWOOD	TN	37027
17111000400	HOSSEINI, ROBERT & ZANDI, MANDANA	808 CLOVERFIELD CT	BRENTWOOD	TN	37027
17111000500	REEVES, JAMES DAVID & MELANIE D.	809 CLOVERFIELD CT	BRENTWOOD	TN	37027
17111000600	SPRINGER, JONATHAN CHARLES	805 CLOVERFIELD CT	BRENTWOOD	TN	37027
17111000700	WINTERS, JOSHUA A. & HEATHER K.	801 CLOVERFIELD CT	BRENTWOOD	TN	37027
17104000300	WAKEFIELD, TROY, JR. ET UX	5609 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104000500	WALDEN, VESTER RAY, JR.	5619 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104000600	EMMANUEL, JUSTIN A. & KASSI	5623 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104000700	MCDONALD, BRIAN ANTHONY & KIMBERLY	5620 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104000800	LEWIS, WILL A.	5616 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104000900	DURHAM, JOHN H. ET UX	5610 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104001000	QUACH, VAN B. & LY TRAN	5520 CLOVERCREST DR	BRENTWOOD	TN	37027
17104001200	HUTSELL, CHARLES D. ET UX	104 CLOVERCREST CT	BRENTWOOD	TN	37027
17104001300	COWART, NORMA JEAN	5516 CLOVERCREST DR	BRENTWOOD	TN	37027
17104001400	SMITH, SARAH E & DANIEL J	5512 CLOVERCREST DR	BRENTWOOD	TN	37027
17104001500	MILLEN, RYAN ALAN & SHANNON RAE GREGORY	5508 CLOVERCREST DR	BRENTWOOD	TN	37027
17104001900	HUFFER, DENNIS W. & LYUDMILA G.	5505 CLOVERCREST DR	BRENTWOOD	TN	37027
17104002000	MOSER, MARSHALL W. JR. ET UX	5509 CLOVERCREST DR	BRENTWOOD	TN	37027
17104002100	GAINER, PHILIP G. ET UX	5513 CLOVERCREST DR	BRENTWOOD	TN	37027
17104002200	ZACHRY, MCCOY C. ET UX	5517 CLOVERCREST DR	BRENTWOOD	TN	37027
17104002300	HEAD FAMILY TRUST	5521 CLOVERCREST DR	BRENTWOOD	TN	37027
17104002400	MARTIN, JOE A. ET UX	5525 CLOVERCREST DR	BRENTWOOD	TN	37027
17104002500	SEMENOV, ALEXEY V. & RUBANOVA, YEVGENIYA	5627 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104002600	WAGGONER, DON J. REVOCABLE TRUST	5631 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104002700	SEBASTIAN, LYNDA D. & DEMAIR, ANITA B., TRUSTEES	5635 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104002800	BAMIGBOYE, BABAJIDE A. ET UX	5639 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104002900	MCINTIRE, RUSSELL M., JR. ET UX	5643 CLOVERMEADE DR	BRENTWOOD	TN	37027
17104003100	DELOACH, DAVID & TINA	5656 CLOVERMEADE DR	BRENTWOOD	TN	37027

17104003200	FAY, MICHAEL J. ET UX	5652 CLOVERMEADE DR	BRENTWOOD TN	37027
17104003300	ORTH, JOSEPH H.	5648 CLOVERMEADE DR	BRENTWOOD TN	37027
17104003400	JOHNSON, BRIAN & KATHERINE	5644 CLOVERMEADE DR	BRENTWOOD TN	37027
17104003500	LANCE, CHRITOPHER G. & LINDA T.	5640 CLOVERMEADE DR	BRENTWOOD TN	37027
17104003600	FAEDER, DUSTIN & AMY	5636 CLOVERMEADE DR	BRENTWOOD TN	37027
17104003700	KINEY, JOSEPH L. ET UX	5632 CLOVERMEADE DR	BRENTWOOD TN	37027
17104003800	JAMES, JAMES R. ET UX	5628 CLOVERMEADE DR	BRENTWOOD TN	37027
17104003900	MATSEN, PAUL D. & PATRICIA A.	5624 CLOVERMEADE DR	BRENTWOOD TN	37027
17107001100	FRAZIER, PHILLIP A. & ROSANNA M.	5717 CLOVERLAND PL	BRENTWOOD TN	37027
17107001200	PARENTE, CHRISTINE MARIA LIVING TRUST	5721 CLOVERLAND PL	BRENTWOOD TN	37027
17107001300	HANSCOM, ANDREW & GRIFFIN, ABBEY	5725 CLOVERLAND PL	BRENTWOOD TN	37027
17107001400	HARMON, NADINE DENISE REVOCABLE TRUST, THE	5729 CLOVERLAND PL	BRENTWOOD TN	37027
17107001500	WIGANT, TODD A. & SWAFFORD, CATHERINE K.	5740 CLOVERLAND PL	BRENTWOOD TN	37027
17107001700	ROBINSON, JULIAN PAUL JR. ETUX	5736 CLOVERLAND PL	BRENTWOOD TN	37027
17107001800	JOSEPH, DAYNISE & BARDELL	5732 CLOVERLAND PL	BRENTWOOD TN	37027
17107001900	HARROD, CHRISTINA N. & CHARLES W.	5728 CLOVERLAND PL	BRENTWOOD TN	37027
17107002100	PRICE, RICHARD B.	5720 CLOVERLAND PL	BRENTWOOD TN	37027
17107002200	DUERKSEN, DARREN & MELISSA LIVING TRUST	5716 CLOVERLAND PL	BRENTWOOD TN	37027
17107002300	VM MASTER ISSUER, LLC	5712 CLOVERLAND PL	BRENTWOOD TN	37027
17107002500	DOWDY, GARY R. REVOCABLE TRUST	6405 CLOVERBROOK DR	BRENTWOOD TN	37027
17107002600	LARSON, EARL D. & MARY	6409 CLOVERBROOK DR	BRENTWOOD TN	37027
17107002700	SCENSNY, PAUL ET UX	6416 CLOVERBROOK DR	BRENTWOOD TN	37027
17107002800	SCOBAY, J. DAVID, JR. ET UX	716 CLOVERBROOK CT	BRENTWOOD TN	37027
17107002900	FINKS, ROBERT M. JR. & ANADEL H. REVOCABLE TRUST	712 CLOVERBROOK CT	BRENTWOOD TN	37027
17107003000	FUTCH, CECIL B. ET UX	704 CLOVERBROOK CT	BRENTWOOD TN	37027
17107003100	ETTER, JONATHAN & MCCORMACK, ALLISON	700 CLOVERBROOK CT	BRENTWOOD TN	37027
17107003200	DOBBINS, DONALD LEE ETUX	6404 CLOVERBROOK DR	BRENTWOOD TN	37027
17107003300	WINDHAM, GENE AURBON ETUX	5704 CLOVERLAND PL	BRENTWOOD TN	37027
17107003400	DUREKSEN, DARREN & MELISSA LIVING TRUST	6413 CLOVERBROOK DR	BRENTWOOD TN	37027
17107003500	KOZAIN, TIMOTHY DANIEL & HEATHER MICHELLE	6417 CLOVERBROOK DR	BRENTWOOD TN	37027
17107003700	BOWLDS, ANN MARIE & SHERMAN C.	6425 CLOVERBROOK DR	BRENTWOOD TN	37027
17107003900	SANFORD, ROBERT & CONNIE	6432 CLOVERBROOK DR	BRENTWOOD TN	37027
17107004100	HAM, JERRY W. & DEBORAH C.	6424 CLOVERBROOK DR	BRENTWOOD TN	37027
17107004200	HATFIELD, WILMA JEAN LIVING TRUST, THE	6420 CLOVERBROOK DR	BRENTWOOD TN	37027

17107004300	CHEEK, JIMMY V.	5705 CLOVERWOOD DR	BRENTWOOD TN	37027
17107004400	THOMPSON, WANDA & MICHAEL V.	5709 CLOVERWOOD DR	BRENTWOOD TN	37027
17107004500	BALL, MARTIN A. & BALL, LAURIE GUINN REVOCABLE TRUST	5713 CLOVERWOOD DR	BRENTWOOD TN	37027
17107004600	BARNES, MATTHEW D. & MELISSA I.	5717 CLOVERWOOD DR	BRENTWOOD TN	37027
17107004700	ELKINS, ROBERT & TAMMY	5721 CLOVERWOOD DR	BRENTWOOD TN	37027
17107004800	DINWIDDIE, JOSEPH MADISON	5725 CLOVERWOOD DR	BRENTWOOD TN	37027
17107004900	HAMADANI, ALEY	5729 CLOVERWOOD DR	BRENTWOOD TN	37027
17107005200	WILLIAMS, EUGENE R.	0 CLOVERWOOD DR	BRENTWOOD TN	37027
17107005300	ROUNTREE, BRAEDEN & RACHELLE LIVING TRUST	5728 CLOVERWOOD DR	BRENTWOOD TN	37027
17107005400	ALLAIN, ELIZABETH A.	5724 CLOVERWOOD DR	BRENTWOOD TN	37027
17107005500	HARTLEY, NICHOLAS RYAN & LISA C.	5720 CLOVERWOOD DR	BRENTWOOD TN	37027
17107005600	MCCORMICK, CAROLE ANN	5716 CLOVERWOOD DR	BRENTWOOD TN	37027
17107005700	HAYNES, JAMES H. ET UX	5712 CLOVERWOOD DR	BRENTWOOD TN	37027
17107005800	MCDONALD, W. LUCRETIA	5708 CLOVERWOOD DR	BRENTWOOD TN	37027
17107006000	TAYLOR, JESSE LYLE ET UX	5715 CLOVERHILL DR	BRENTWOOD TN	37027
17107006100	STUBBLEFIELD, JERRY E. ET UX	5711 CLOVERHILL DR	BRENTWOOD TN	37027
17107006300	WILEY, RONALD G. & VIRGINIA F.	6436 CLOVERBROOK DR	BRENTWOOD TN	37027
17107006400	ROBERTSON, STEVEN E.	0 CLOVERHILL DR	BRENTWOOD TN	37027

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2024-281

Madam President –

I hereby move to amend Ordinance No. BL2024-281 as follows:

I. By amending Section 4 by adding the following condition:

15. The development shall include a publicly accessible dog park in Open Space Area 2 as shown on sheet L.2 of the Preliminary SP Plan.

INTRODUCED BY:

Brenda Gadd
Member of Council

SUBSTITUTE RESOLUTION NO. RS2024-334

A resolution to approve the First Amendment to ~~four~~ five grant contracts for constructing affordable housing approved by RS2022-1443 between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and certain non-profit organizations.

WHEREAS, The Metropolitan Government of Nashville and Davidson County (“Metro”), acting by and through the Metropolitan Housing Trust Fund Commission, previously entered into grants contracts with The Mary Parrish Center, Habitat for Humanity of Greater Nashville, Urban Housing Solutions, Inc., and Be a Helping Hand Foundation for the express purpose of constructing affordable housing approved by RS2022-1443; and,

WHEREAS, the parties wish to amend these ~~four~~ five grant contracts by extending the term of the contract to 36 months, a copy of which amendments are attached hereto and incorporated herein; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the amendments to the grant contracts be approved.

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

Section 1. That this First Amendment to ~~four~~ five grant contracts for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and The Mary Parrish Center, Habitat for Humanity of Greater Nashville, Urban Housing Solutions, Inc., and Be a Helping Hand Foundation, copies of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is hereby authorized to execute the same.

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.

INTRODUCED BY:

Delishia Porterfield
Member of Council

**AMENDMENT #_1_ TO GRANT CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND MARY PARRISH CENTER**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **MARY PARRISH CENTER** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within thirty-six months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Recipient: MARY PARRISH CENTER

By: Mary Katherine Rand
Mary Katherine Rand, Executive Director

Date: 2/27/2024

**AMENDMENT #_1_ TO GRANT CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND HABITAT FOR HUMANITY OF GREATER NASHVILLE**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **HABITAT FOR HUMANITY OF GREATER NASHVILLE** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

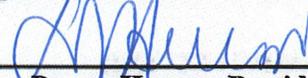
1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within thirty-six months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Recipient: HABITAT FOR HUMANITY OF GREATER NASHVILLE

By: 
Danny Herron, President and CEO

Date: 2/27/2024

**AMENDMENT # 1 TO GRANT CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND URBAN HOUSING SOLUTIONS, INC.**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **URBAN HOUSING SOLUTIONS, INC.**, (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

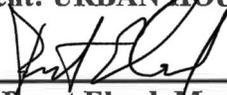
1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within thirty-six months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Recipient: URBAN HOUSING SOLUTIONS, INC.

By: 

Brent Elrod, Managing Director

Date: 2/27/2024

**AMENDMENT #_1_ TO GRANT CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND BE A HELPING HAND FOUNDATION**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **BE A HELPING HAND FOUNDATION** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within thirty-six months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Recipient: BE A HELPING HAND FOUNDATION

By: 
Mark Wright, Executive Director

Date: 2/27/2024

**AMENDMENT # 1 TO GRANT CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND URBAN HOUSING SOLUTIONS, INC.**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **URBAN HOUSING SOLUTIONS, INC.**, (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

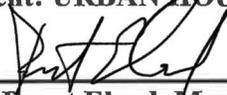
1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within thirty-six months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Recipient: URBAN HOUSING SOLUTIONS, INC.

By: 

Brent Elrod, Managing Director

Date: 2/27/2024

Resolution No. _____

A resolution authorizing the Metropolitan Human Relations Commission ("MHRC") to approve Melody Fowler-Green as appropriate counsel, on an hourly fee basis, for additional representation of the MHRC in connection with a Title VI complaint against the Metropolitan Arts Commission.

WHEREAS, Section 11.20.100.B of the Metropolitan Code of Laws provides the MHRC with the power and duty: "To have the services of attorneys, hearing examiners, clerks and other employees and agents who are metropolitan government employees, except in those cases in which the metropolitan government is a party, and in which case the human relations commission may seek the metropolitan council's approval to engage appropriate counsel"; and,

WHEREAS, RS2024-193 authorized the MHRC to employ Melody Fowler-Green as appropriate counsel on an hourly fee basis of \$375.00 per hour to be billed in 1/10th hour increments on a monthly basis and limited the total amount of the engagement to not exceed \$5,625.00; and,

WHEREAS, the MHRC has requested permission to retain Melody Fowler-Green for additional representation in connection with a Title VI complaint filed with the MHRC against the Metropolitan Arts Commission; and,

WHEREAS, the interests of the Metropolitan Government require appropriate counsel to represent the MHRC; and,

WHEREAS, an hourly rate of \$375.00 per hour (non-profit rate) is the most economical means of financing appropriate counsel for the MHRC.

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

Section 1. The MHRC is authorized to approve Melody Fowler-Green for additional representation of the MHRC in connection with a Title VI complaint filed against the Metropolitan Arts Commission on an hourly fee basis of \$375.00 per hour to be billed in 1/10th hour increments on a monthly basis.

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.

March 28, 2024

To: Metropolitan Council Office
Attention: Margaret Darby
One Public Square, Suite 204
Nashville, TN 37219

From: Metropolitan Human Relations Commission
150 2nd Avenue North
Nashville, TN 37201

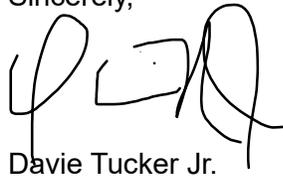
Subject: Late Filing Request for a Resolution Authorizing the Metropolitan Human Relations Commission ("MHRC") to Engage Appropriate Counsel to Represent the MHRC

The MHRC is seeking approval for a late filing for a resolution to authorize the MHRC to continue to engage Melanie Fowler-Green as appropriate counsel, on the same hourly fee basis, to continue to represent the MHRC in connection with a Title VI complaint against the Metropolitan Arts Commission.

As you are well aware, a Title VI complaint was filed by several individuals and local arts organizations against the Metro Arts Commission and the Metro Legal Department, alleging discriminatory practices in the allocation and distribution of grant funds. We released the report on March 4, 2023, at our monthly Commission meeting, where the Commission unanimously voted to proceed to hold a public hearing. In addition, there are several unanswered questions regarding the report and the public hearing.

MHRC understands the Council's rules about late filed resolutions and would not seek this exception if we did not feel time is of the essence not only for the complainants, but also because of the public interest in this issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Davie Tucker Jr.', written over a faint rectangular box.

Davie Tucker Jr.
Executive Director
Metropolitan Human Relations Commission

SUBSTITUTE ORDINANCE NO. BL2024-182

An ordinance to amend Title 16 of the Metropolitan Code of Laws to clarify who may update the official website regarding issuance of permits and notices, remove requirements for washer and dryer hookups in certain homes, and remove and separate bathroom facilities at gas stations, ~~and add regulations to permit large homes with three to six attached dwelling units.~~

WHEREAS, the Metropolitan Code of Laws (the "Code") has numerous instances of outdated, confusing, duplicative, and conflicting provisions; and

WHEREAS, the outdated, confusing, duplicative, and conflicting provisions provide no benefit to the public; and

WHEREAS, correcting these outdated, confusing, duplicative, and conflicting provisions will be to the benefit of the residents of Nashville and Davidson County.

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

Section 1. That Section 16.04.070 of the Metropolitan Code of Laws is hereby amended by deleting Subsection B and replacing it as follows:

- B. The director of codes administration, or the director's designee, shall cause to be maintained and published online, on the official website for the Metropolitan Government of Nashville and Davidson County, an on-going compilation from which can be identified: (i) the number and type of demolition permits that were issued for residential property during the preceding calendar quarter ("housing"); and (ii) the number and type of residential building permits that were issued for residential property during the preceding calendar quarter ("housing units"); and, (iii) the number and type of residential occupancy permits (Certificates of Occupancy) that were issued for residential property during the preceding calendar quarter ("housing units") by the Metropolitan Government of Nashville and Davidson County. For multi-family zoning districts, this data shall include the number of units demolished or constructed. Data shall be entered not later than forty-five days after the issuance of each permit.

Section 2. That Section 16.08.012 of the Metropolitan Code of Laws is hereby amended by deleting subsection ~~J~~ K in its entirety.

Section 3. That Section 16.08.014 is amended by deleting subsection G in its entirety.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Quin Evans Segall
Members of Council

SUBSTITUTE ORDINANCE NO. BL2024-182

An ordinance to amend Title 16 of the Metropolitan Code of Laws to clarify who may update the official website regarding issuance of permits and notices, ~~remove requirements for washer and dryer hookups in certain homes, remove and separate bathroom facilities at gas stations, and add regulations to permit large homes with three to six attached dwelling units.~~

WHEREAS, the Metropolitan Code of Laws (the "Code") has numerous instances of outdated, confusing, duplicative, and conflicting provisions; and

WHEREAS, the outdated, confusing, duplicative, and conflicting provisions provide no benefit to the public; and

WHEREAS, correcting these outdated, confusing, duplicative, and conflicting provisions will be to the benefit of the residents of Nashville and Davidson County.

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

Section 1. That Section 16.04.070 of the Metropolitan Code of Laws is hereby amended by deleting Subsection B and replacing it as follows:

- B. The director of codes administration, or the director's designee, shall cause to be maintained and published online, on the official website for the Metropolitan Government of Nashville and Davidson County, an on-going compilation from which can be identified: (i) the number and type of demolition permits that were issued for residential property during the preceding calendar quarter ("housing"); and (ii) the number and type of residential building permits that were issued for residential property during the preceding calendar quarter ("housing units"); and, (iii) the number and type of residential occupancy permits (Certificates of Occupancy) that were issued for residential property during the preceding calendar quarter ("housing units") by the Metropolitan Government of Nashville and Davidson County. For multi-family zoning districts, this data shall include the number of units demolished or constructed. Data shall be entered not later than forty-five days after the issuance of each permit.

~~Section 2. That Section 16.08.012 of the Metropolitan Code of Laws is hereby amended by deleting subsection J in its entirety.~~

~~Section 3. That Section 16.08.014 is amended by deleting subsection G in its entirety.~~

~~Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.~~

SPONSORED BY:

Courtney Johnston
Sheri Weiner
Members of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2024-185

Madam President –

I hereby move to amend Ordinance No. BL2024-185 as follows:

I. By Amending Exhibit A by deleting the proposed Subsection H of 17.16.030 in its entirety and replacing it with the following:

H. Residential Scale Multi-Family. The residential scale multi-family use shall be permitted provided that the following conditions are met:

1. Location. Residential scale multi-family uses shall only be permitted on lots within the Urban Services District (USD), excluding the area bounded by Thompson Lane from Interstate 65 to the CSX railroad right-of-way, the CSX railroad right-of-way from Thompson Lane to Veritas Street, Veritas Street from CSX railroad right-of-way to Trousdale Dr, Trousdale Drive from Veritas Street to Allied Drive, Allied Dr from Trousdale Dr to Nolensville Pike, Nolensville Pike from Allied Dr to Brewer Dr, Brewer Dr from Nolensville Pike to Edmondson Pike, Edmondson Pike from Brewer Drive to Old Hickory Boulevard, Old Hickory Boulevard from Edmondson Pike to Valley View Road, Valley View Road from Old Hickory Boulevard to Cloverland Drive, Cloverland Drive from Valley View Road to Church Street East, Church Street East from Cloverland Drive to the county boundary, the county boundary from Church Street East to Interstate 65, and Interstate 65 from the county boundary to Thompson Lane.
2. Design Standards.
 - a. Roof. All dwelling units within a residential scale multi-family structure shall be under a single roof structure. The roof structure must have a minimum pitch of not less than thirty (30) degrees; provided, however, that the roof structure may have a minimum pitch of less than thirty (30) degrees if three or more structures on the same block face that are oriented to the same street have roof structures with minimum pitches of less than thirty (30) degrees.
 - b. Entrances. Residential scale multi-family structures shall have one or two main entrances on the front façade, oriented towards the street frontage. There may be secondary entrances on the side and rear façades.
 - c. Building Layout. Dwelling units within a residential scale multi-family structure shall share common walls and may be situated either wholly or partially over or under other dwelling units.
3. Access, Driveways, and Parking.
 - a. Where existing, access shall be from an improved alley. Where no improved alley exists, a driveway within the street setback may be permitted.
 - b. For a corner lot, the driveway shall be located within thirty feet of the rear property line.
 - c. Driveways are limited to one driveway ramp per public street frontage.
 - d. Parking, driveways, and all other impervious surfaces in the required street setback shall not exceed twelve feet in width.

INTRODUCED BY:

Courtney Johnston
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2024-186

Madam President –

I hereby move to amend Ordinance No. BL2024-186 as follows:

I. By Amending Exhibit A by deleting the proposed modification to Subsection D of 17.16.030 in its entirety and replacing it with the following:

D. ~~Two-Family Dwellings Structures.~~

1. In RS and RS-A zoning districts, the two-family use shall only be permitted within the Urban Services District (USD), excluding the area bounded by Thompson Lane from Interstate 65 to the CSX railroad right-of-way, the CSX railroad right-of-way from Thompson Lane to Veritas Street, Veritas Street from CSX railroad right-of-way to Trousdale Dr, Trousdale Drive from Veritas Street to Allied Drive, Allied Dr from Trousdale Dr to Nolensville Pike, Nolensville Pike from Allied Dr to Brewer Dr, Brewer Dr from Nolensville Pike to Edmondson Pike, Edmondson Pike from Brewer Drive to Old Hickory Boulevard, Old Hickory Boulevard from Edmondson Pike to Valley View Road, Valley View Road from Old Hickory Boulevard to Cloverland Drive, Cloverland Drive from Valley View Road to Church Street East, Church Street East from Cloverland Drive to the county boundary, the county boundary from Church Street East to Interstate 65, and Interstate 65 from the county boundary to Thompson Lane.
2. In the AG, AR2a, RS, RS-A, R, and R-A districts , two-family dwellings may be permitted on any lot provided two-family structures shall have a roof structure with a minimum pitch of not less than thirty (30) degrees; provided, however, that the roof structure may have a minimum pitch of less than thirty (30) degrees if three or more structures on the same block face that are oriented to the same street have roof structures with minimum pitches of less than thirty (30) degrees.
1. ~~The lot is legally created and is of record in the office of the county register prior to August 1, 1984;~~
2. ~~The lot is created by the subdivision of a parcel of land in existence prior to August 1, 1984 into no more than three lots; or~~
3. ~~The lot is part of a subdivision having preliminary approval by the metropolitan planning commission on or before August 15, 1984, and having commenced any substantial site development or infrastructure improvements, such as utilities and streets, and a portion of such subdivision is recorded in the office of the county register prior to April 1, 1985; or~~
4. ~~The following:~~
 - a. ~~The lot is part of a subdivision,~~
 - b. ~~The subdivision has been approved by the metropolitan planning commission, and~~
 - c. ~~The total number of lots permitting two family dwellings within the subdivision shall be limited to not more than twenty five percent of the total number of lots within the subdivision, and~~

- ~~d. The total number of lots within the subdivision permitting two-family dwellings shall be computed by disregarding and eliminating any and all fractions of a permitted two-family dwelling which results from the application of the twenty-five percent limitation to the total number of lots within the subdivision, and~~
- ~~e. The lots permitting two-family dwellings are identified on the final plat and the locations of the two-family dwellings have been approved by the metropolitan planning commission so as to minimize the impact on any existing single-family development, and~~
- ~~f. The final subdivision plat has been recorded in the office of the county register; or~~
- ~~5. The lot is part of a planned unit development authorizing two-family structures as enacted by the metropolitan council.~~

INTRODUCED BY:

Courtney Johnston
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2024-319

Madam President,

I move to amend Ordinance No. BL2024-319, as follows:

I. By adding the following recitals:

WHEREAS, the proposed zoning district allows for new uses and more square footage to be built on this property than can currently be achieved; and

WHEREAS, the proposed zoning district allows for residential uses that are very likely to produce higher pedestrian activity than the current permitted uses, based on the Planning Department's experience with the following: similar rezonings, the new residential activity that will be allowed on this site, and the locations of this rezoning near pedestrian amenities; and

WHEREAS, it has been determined by the Metropolitan Government that sidewalks at this location constitute critical infrastructure required to ensure the functionality of the site and therefore conditioning the rezoning of this property is appropriate; and

WHEREAS, because of the change in uses and allowed intensity, there is a clear nexus between the change in zoning and the need for sidewalks to be constructed along public streets by the developer for use by future residents and users of the site.

SPONSORED BY:

Rollin Horton
Member of Council

SUBSTITUTE ORDINANCE NO. BL2024-333

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R8 to RM15-A-NS zoning for property located at 6307 Robertson Ave., approximately 271 feet west of Croley Drive (0.46 acres), all of which is described herein (Proposal No. 2024Z-027PR-001).

WHEREAS, the proposed zoning district allows for new uses and more square footage to be built on this property than can currently be achieved; and

WHEREAS, the proposed zoning district allows for residential uses that are very likely to produce higher pedestrian activity than the current permitted uses, based on the Planning Department's experience with the following: similar rezonings, the new residential activity that will be allowed on this site, and the locations of this rezoning near pedestrian amenities; and

WHEREAS, because of the change in uses and allowed intensity, there is a clear nexus between the change in zoning and the need for sidewalks to be constructed along public streets by the developer for use by future residents and users of the site.

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

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

By changing from R8 to RM15-A-NS zoning for property located at 6307 Robertson Ave., approximately 271 feet west of Croley Drive (0.46 acres), being Property Parcel No. 035 as designated on Map 090-12 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 090 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 following conditions shall be completed, bonded, or satisfied as specifically required:

1. Sidewalks consistent with Metro Standards shall be constructed along all public street frontages prior to final use and occupancy permit.

Section 4. 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 5. 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:

Rollin Horton
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2024-254

Madam President,

I move to amend Section 2 of Ordinance No. BL2024-254 as follows:

1. By deleting B.1 in its entirety and replacing it with the following:

The department may negotiate an infrastructure investment agreement between the metropolitan government and the developer or responsible party for connecting a development to the water main ~~or extensions~~ or sewer main when it is determined that the extension will benefit future users unrelated to the development and the system as a whole. An infrastructure investment agreement is not authorized for a project or development that requires only connection to the existing main, and notwithstanding any provision in this Chapter to the contrary, no metropolitan government funds will be utilized for the construction of the connection to the existing main.

2. By deleting B.2.c in its entirety and replacing it with the following:

Any reimbursement from the department to the developer or responsible party of surcharges imposed by the department for new customers unrelated to the development tapping into and served by the extension of the system. Such reimbursement shall be made in accordance with Section 15.20.100 or Section 15.36.100, whichever is applicable.

SPONSORED BY:

Tonya Hancock
Member of Council

AMENDMENT NO. 1
TO ORDINANCE NO. BL2024-258

Madam President –

I hereby move to amend Ordinance No. BL2024-258 as follows:

1. Delete Schedule 4.1.1.2 of the Master Development Agreement attached as Exhibit B to the Ordinance labeled “Base Rent Calculation Methodology” and replace it with Schedule 4.1.1.2 attached hereto.
2. Delete Exhibit B-7 to the Master Development Agreement attached as Exhibit B to the Ordinance labeled “TPAC Street Improvements” and replace it with the depiction attached hereto and labeled “Exhibit B-7”.
3. Revise Exhibit C-1 to the Master Development Agreement (Form of Ground Lease) attached as Exhibit B by amending the definition of “Prohibited Uses” as follows:

“Prohibited Uses” shall mean the following uses: (1) any discotheque (except as an ancillary use); (2) beauty school or barber college; (3) any gasoline or service station, automotive service or repair business; (4) ~~any dry cleaner that has on-site dry cleaning;~~ (5) ~~any “second hand” store, used clothing or thrift store,~~ pawn shop, salvation army type store, “surplus” store or liquidation outlet; (56) any mortuary or funeral parlor not part of a medical institutional use; (67) any coin operated laundry, except as an ancillary use in a residential, hotel, assisted living or similar facility; (78) the sale, display, cultivation, development, distribution, and/or administration of narcotics or any other controlled substances not part of a doctor’s office or laboratory, or full-service pharmacy, including any adult-use cannabis establishment, cannabis retailer, cannabis manufacturer, cannabis cultivator, or methadone clinic; (89) any massage parlor not accessory to a fitness center, residential or office building, spa or hotel; (940) “head” shop, adult book shop or adult movie house, or piercing parlor; (1044) sports betting and Casinos, provided, however the foregoing shall not prohibit gambling or games of chance unrelated to real world sports competition operated by the Tennessee Lottery or an event benefitting a non-profit organization that is permitted by other Governmental Authorities or legal online gambling by Persons using their own devices; (1142) short term rentals (such as, by way of example only, Air BnB and VRBO) of any non-hotel multifamily or other residential property; and (1243) any other use to the extent prohibited by the Campus Operations Agreement or by the Applicable Declaration.

4. Revise the Master Development Agreement attached as Exhibit B to the Ordinance as follows:
 - a. Add a new Section 5.16 as follows:

“Section 5.16 Archaeology Review. Prior to Commencement of Construction under any Ground Lease, Developer will obtain a Phase 1 archaeological survey in form and scope consistent with the Phase 1 archaeological survey of the East Bank Arterial Connector dated as of July 19, 2022 commissioned by Metro and prepared by Richard Grubb & Associates, with

respect to such applicable Ground Lease Parcel (or such larger area as may include one or more additional Ground Lease Parcels), provided that Owner provides Developer with access (which access shall be in accordance with the terms of Section 3.6 hereof) to the applicable Ground Lease Parcels as and when reasonably necessary to complete any such archaeological study and permits Developer to complete any excavation required in connection with the completion of such archaeological study. Upon completion of any such Phase 1 archaeological study, Developer shall provide Owner with a copy of any resulting report and if any archaeological issues are identified, Developer and Owner shall work together in good faith to determine a reasonable solution to such archaeological issues.”

5. Revise Exhibit D of the Master Development Agreement attached as Exhibit B to the Ordinance labeled “Scope of Work Document” as follows:

a. Revise the schedule of infrastructure work as follows:

i. Revise the description for the South Second Street line item under Titans Infrastructure to read JRP to ~~Sylvan~~ Shelby.

ii. Revise the below line item under “Fallon IDA (Infrastructure Required for Fallon and Related Development)” and add a footnote thereto that says:

“*Provided that the intersection of Shelby Avenue/Korean Veterans Boulevard and South 2nd Street has been (or contemporaneously will be) designed and constructed by Metro or others, Developer will, during Developer’s design and construction of Parcel G, design and construct the portion of South 2nd Street connecting Shelby Avenue/Korean Veterans Boulevard to Sylvan Street. Developer’s design and construction of South 2nd Street connecting Shelby Avenue/Korean Veterans Boulevard to Sylvan Street will be coordinated with StadCo and Metro in their design and construction of the South 2nd Street and Shelby Avenue/Korean Veterans Boulevard intersection and the design will comply with Nashville Department of Transportation’s customary engineering requirements.”

Item	Description	Funding Responsibility	Construction Responsibility	Affected Parcel	Exhibit
<u>South 2nd Street</u> Sylvan	<u>2nd Street from Shelby/KVB to Sylvan</u> 2nd Street to Interstate Drive Extension	Fallon*	Fallon*	G	N/A

iii. Delete Exhibit 7 to the Scope of Work Document and replace it with the depiction attached hereto and labeled “Exhibit 7”.

iv. Delete Exhibit 10 to the Scope of Work Document and replace it with the depiction attached hereto and labeled “Exhibit 10”.

- v. Delete Exhibit 16 to the Scope of Work Document.

SPONSORED BY:

Jacob Kupin
Member of Council

Schedule 4.1.1.2

OVERVIEW:

Base Rent shall be an annual amount paid monthly commencing on the Rent Commencement Date (as defined in the Ground Lease) calculated by multiplying the number of rentable square feet (or keys) of each use constructed on a Parcel, times a rental value for each use on a Parcel, times the applicable lease yield. The base rental value for each use shall be determined by an appraisal performed promptly following the later to occur of the execution of this Agreement and completion of the Rezoning. The application of such values to particular buildings will be determined at the time of execution of the Ground Lease, subject to escalation based on change in the CPI (as defined in the Ground Leases) from the initial calculation of the values to the time of execution of the applicable Ground Lease except as otherwise described below. The foregoing is described with more specificity below.

BASE VALUE DETERMINATION (ALL USES):

Promptly after the later to occur of the execution of this Agreement and completion of the Rezoning, the parties will engage a mutually-agreed upon appraiser to determine the value of the land as of such time with an appraisal of the fair market value of the land comprising the IDA Land as a whole, determined as if the land will be owned in fee simple and will be developed for each of the uses permitted in the IDA Land and otherwise in accordance with the Appraisal Instructions set forth below. Such fair market value will be expressed by the Appraiser as a per rentable square foot amount (or for hotels, a per key amount) for each applicable use on each parcel within the IDA Land. Such appraisal will identify a single per square foot (or per key) amount for each of the following uses: high-rise residential (eight stories or more); low-rise residential (seven stories or less); affordable residential (assumed to be financed with LIHTC and other customary local capital/grant sources); full-service hotel; limited-service hotel; retail; office; and any other applicable commercial use. Such per unit amounts will be called the “Base Value” for each applicable use.

~~If either Party does not agree with the results of the appraisal, **[NTD: To include three appraiser method for disagreement over appraisal results.]**~~

If either party disagrees in good faith with the result of the appraisal in connection with any of the Base Values, then within fifteen (15) Business Days after the parties’ receipt of the initial appraised Base Values, such party may provide notice of any such disagreement in writing, including the reasons for such disagreement and the manner in which the calculation of such disputed Base Values is inconsistent with the appraisal instructions, along with the alternative Base Values that such party believes in good faith would have resulted had the appraisal been consistent with such party’s good faith calculation. Promptly after receipt of such notice, the Senior Executives shall meet in accordance with the Expedited Dispute Resolution Procedure to resolve the dispute. If the Senior Executives are unable to resolve such dispute in accordance with the Expedited Dispute Resolution Procedure, then within ten (10) Business Days after expiration of the Second Resolution Deadline (as set forth in the Expedited Dispute Resolution Procedure), each party, at its own expense, shall obtain its own third-party appraisal using the appraisal instructions set forth herein, and calculation of the disputed Base Values. If such respective determinations are within five percent (5%) of each other, the applicable disputed Base Values shall be the average of such amounts. However, if after receiving such determinations, Owner and Developer are unable to agree on the disputed Base Values (and the respective amounts are not within five percent (5%) of each other), then, within fifteen (15) days after receipt of such determinations, Owner and Developer shall jointly appoint an independent appraiser (the “Second Joint Appraiser”) with experience in real estate activities, including at least ten (10) years’ experience serving as an appraiser in transactions involving commercial property in the Nashville, Tennessee area or similar markets, and the Second Joint

Appraiser shall, within twenty (20) days following the Second Joint Appraiser's appointment, determine and report in writing to Owner and Developer the applicable Base Value(s) using the appraisal instructions set forth herein by selecting either Owner or Developer's determination of such disputed Base Values, according to whichever of the applicable determinations is closer to the correct Base Value(s), as determined by the Second Joint Appraiser. The Second Joint Appraiser shall have no discretion other than to select Owner's or Developer's determination of the disputed Base Value(s) as aforesaid. The costs of the Second Joint Appraiser shall be shared equally by Owner and Developer, and each of Owner and Developer shall reasonably cooperate with the Second Joint Appraiser in providing documentation and any other reasonable evidence regarding how Owner and Developer, as applicable, arrived at its determination of the Base Value(s).

BASE RENT DETERMINATION (RESIDENTIAL/RETAIL/PARCEL B):

For any residential or retail uses, or any use located on Parcel B, Base Rent under the Ground Lease will be determined as follows:

After Developer has delivered a Closing Notice to Owner for any applicable Ground Lease Parcel, the Base Value for each use to be developed on the applicable Ground Lease Parcel will be adjusted to take into account changes in the CPI from the date of the appraisal to the date which is sixty (60) days prior to then-scheduled Closing Date (as the same may be extended in accordance with this Agreement) for such Ground Lease Parcel (such value, the "Adjusted Base Value").

The Adjusted Base Value will be multiplied by the number of rentable square feet or, with respect to hotel uses on Parcel B, keys in the building(s) to be constructed pursuant to such Parcel Ground Lease for each use (the product of such equation is referred to herein as the "Total Rent Value").

The Total Rent Value will be multiplied by a lease yield of 4.5% for any non-residential use, or 4% for any residential use, allocated according to the respective rentable square feet of residential use and non-residential use on the specific Parcel (if applicable), and the product of such equation is the "Base Rent" under the applicable Ground Lease.

BASE RENT DETERMINATION (HOTEL/OFFICE OTHER THAN PARCEL B):

For any hotel or office use, unless located on Parcel B, Base Rent under the Ground Lease will be determined as follows:

After Developer has delivered a Closing Notice to Owner for any applicable Ground Lease Parcel for hotel or office use (other than any Hotel or Office Project Component located on Parcel B), the Base Value for each such Parcel Ground Lease will be adjusted as follows to determine the Adjusted Base Value:

- (a) From the Effective Date through the 8th anniversary of the Effective Date: The Base Value for the applicable Ground Lease will be adjusted to take into account changes in the CPI from the Effective Date to the date which is sixty (60) days prior to then-scheduled Closing Date (as the same may be extended in accordance with this Agreement) for such Ground Lease Parcel.
- (b) From the 8th anniversary of the Effective Date through the 15th anniversary of the Effective Date: the Base Value for the applicable Ground Lease will be adjusted to take into account changes in the CPI plus 1% annually to the date which is sixty (60) prior to the applicable Ground Lease Closing Date (as the same may be extended in accordance with this Agreement).

- (c) On the 15th anniversary of the Effective Date: there will be a reappraisal for each applicable use on each non ground leased Parcel or portion thereof within the IDA Land using the Appraisal Instructions set forth below to reset the Base Value for such uses going forward, provided that if Excusable Delay has occurred, such reappraisal will be delayed for a period commensurate with the period in which the Excusable Delay delayed Developer's performance under this Agreement. For any Hotel or Office Project Component Ground Lease Closing occurring after any such reappraisal, the Adjusted Base Value for such Ground Lease Parcel will be adjusted to take into account changes in the CPI from the date of such reappraisal to the date which is sixty (60) days prior to then-scheduled Closing Date (as the same may be extended in accordance with this Agreement) for such applicable Ground Lease Parcel.
- (d) On and after the 20th anniversary (regardless of the occurrence of Excusable Delay): On the 20th anniversary of the Effective Date (regardless of whether Developer has delivered a Closing Notice but only if the Base Value has not previously been reset pursuant to (c) above), there will be a reappraisal for each applicable use on each undeveloped parcel or portion thereof within the IDA using the Appraisal Instructions set forth below to reset the Base Value for such uses going forward. For any Hotel or Office Project Component Ground Lease Closing occurring after any such reappraisal, the Adjusted Base Value for will be adjusted to take into account changes in the CPI from the date of such reappraisal to the date which is sixty (60) days prior to then-scheduled Closing Date (as the same may be extended in accordance with this Agreement) for any applicable Ground Lease Parcel.
- (e) If the reappraisal has been delayed for Excusable Delay pursuant to (c) above, from the 15th anniversary to the Effective Date through the 20th anniversary of the Effective Date, during the period of Excusable Delay prior to reappraisal, the Base Value for the applicable Ground Lease will be adjusted to take into account changes in the CPI plus 2% as determined on the date which is sixty (60) prior to the applicable Ground Lease Closing Date (as the same may be extended in accordance with this Agreement).
- (f) If either party disagrees in good faith with the result of the reappraisal described in (c) or (d), the disagreement shall be resolved in the same manner as described above under "BASE VALUE DETERMINATION (ALL USES)".

The Adjusted Base Value will be multiplied by the number of rentable square feet or, with respect to hotel uses, keys in the building(s) to be constructed pursuant to such Parcel Ground Lease for each use (the product of such equation is referred to herein as the "Total Rent Value").

The Total Rent Value will be multiplied by a lease yield of 4.5% for any non-residential use, or 4% for any residential use, allocated according to the respective rentable square feet of residential use and non-residential use on the specific Parcel (if applicable), and the product of such equation is the Base Rent under the applicable Ground Lease.

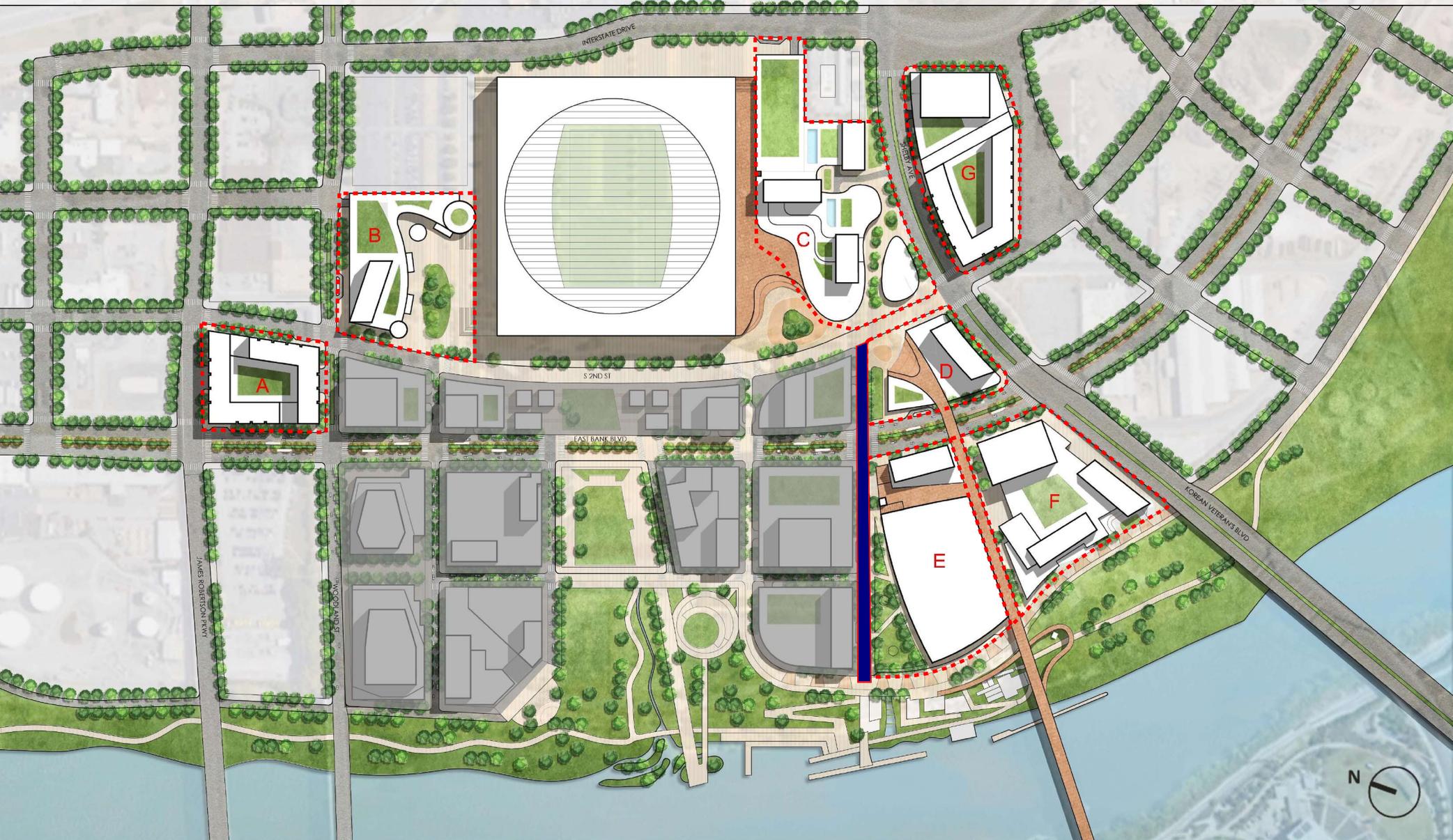
Appraisal Instructions:

1. The Appraiser will determine the fair market value of the land comprising the IDA Land as a whole, determined as if the land will be owned in fee simple, and will be developed for each of the uses permitted in the IDA Land. Such fair market value will be expressed by the Appraiser as a per rentable square foot amount (or for hotels, a per key amount) for each applicable use on each parcel within the IDA Land. Such appraisal will identify a single per square foot (or per key) amount for each of the following uses: high-rise residential (eight stories or more); low-rise residential (seven stories or less); affordable residential use (assumed to be financed with LIHTC

and other customary local capital/grant sources); full-service hotel; limited-service hotel; retail; office; and any other applicable commercial use. Such per unit amounts shall be the “IDA Fee Simple Land Values” for each applicable use.

2. The Appraiser will then make adjustments to the IDA Fee Simple Land Values to take into account the characteristics of the individual Parcels, by calculating adjustments to the per rentable square foot amount (or for hotels, per key amounts) to reflect each of the following matters, to the extent applicable to the Parcel:
 - a. Zoning limitations or ground lease restrictions applicable to the Parcel, including height restrictions, use provisions and any other matters affecting value.
 - b. Environmental conditions at the property, including clean-up and compliance costs as well as any premium costs (in excess of ordinary soil removal costs) for soil disposal assuming a proposed development of the parcel which requires excavation for an underground garage on substantially all of the property, but in each case excluding Owner’s reimbursement obligation for Premium Costs.
 - c. Restrictions or obligations under the applicable title documents and other agreements: Campus Operations and Use Agreement, any declarations, easements, or similar documents and title matters which impose obligations on the development or use of the parcel or require contribution to the maintenance of public or publicly accessible improvements in the IDA Land.
 - d. Infrastructure elements required to be funded by Developer or the tenant of such Parcel as defined in the Scope of Work Document and that the tenant is not otherwise being reimbursed for through other public financing mechanisms (including hard, soft, and financing costs to reflect the cost of upfront capital).
 - e. In the case of a residential parcel or use, any affordable housing obligations attributable to such parcel or use.
3. The Appraiser will set out the IDA Fee Simple Land Values for each applicable use and will list separately the adjustments to IDA Fee Simple Land Values, as applicable, the items listed in 2(a)-2(f) above to derive the Base Values.

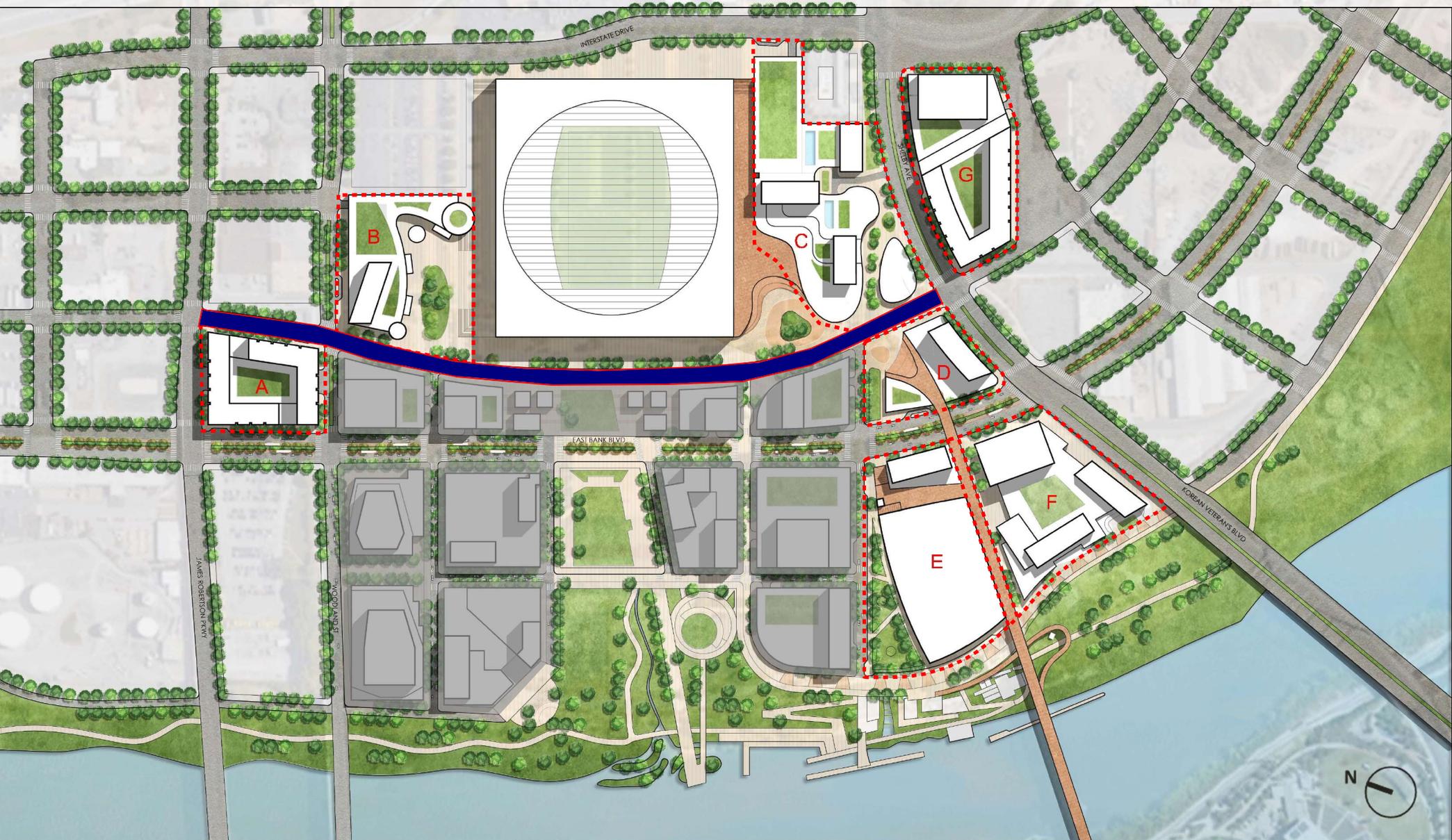
Exhibit B-7



DRAFT

IDA MASTER PLAN
January 17, 2023

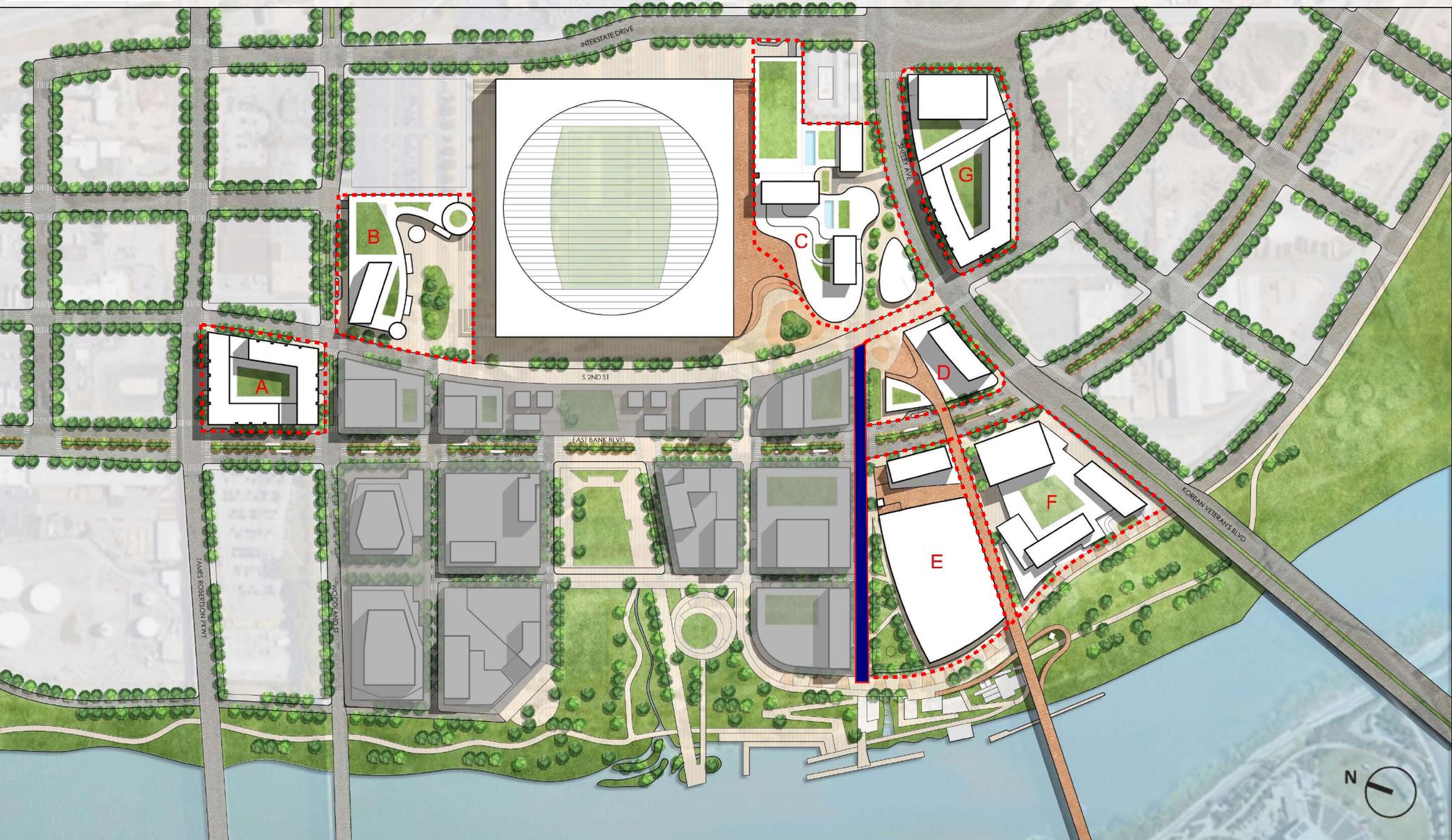
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AMENDMENT NO. 2
 TO
 ORDINANCE NO. BL2024-258

Madam President –

I hereby move to amend Ordinance No. BL2024-258 as follows:

1. Delete that portion of Schedule 5.1.1.1 of the Master Development Agreement attached as Exhibit B to the Ordinance labeled “Affordability Requirements” and replace it as follows:

Affordability Requirements	<p>The applicable Ground Tenant shall provide Owner with an affirmative marketing plan for the Income Restricted Residential Units.</p> <p><u>Affirmative Marketing:</u></p> <p><u>The applicable Ground Tenant shall adopt and implement written affirmative marketing plans for the Income Restricted Residential Units designed to ensure that all potential tenants, regardless of race, color, religion, national origin, sex, disability, familial status, or any other protected class under applicable law, are aware of and have equal access to available housing.</u></p> <p><u>The affirmative marketing plans shall include, at minimum: (i) outreach to community organizations serving diverse populations; (ii) advertising in media outlets that target diverse audiences; (iii) with respect to the Income Restricted Residential Buildings, inclusive language in advertising materials that Section-8 housing vouchers or other forms of rental assistance are acceptable forms of rent payment; and (iv) regular training for staff on fair housing principles and practices.</u></p> <p><u>The applicable Ground Tenant shall provide Owner with copies of the affirmative marketing plan for the Income Restricted Residential Units.</u></p> <p><u>Maintenance of Income Restriction:</u></p> <p>All Income Restricted Residential Units shall be income restricted for the Term of the Ground Lease.</p> <p><u>Limitation on Rent Adjustment:</u></p> <p>The applicable Ground Tenant shall not adjust the rents of tenants of Income Restricted Residential Units during the term of such tenant’s lease unless the tenant has a voucher or the applicable</p>
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	<p>Ground Tenant is utilizing project-based vouchers, where, in either instance, the voucher subsidy would satisfy the difference in monthly rent and the tenant's portion of the monthly rent would remain the same.</p> <p><u>Other Matters:</u></p> <p>For tenants of Income Restricted Residential Units within Market Buildings, if the tenant's income has increased above the maximum income level described above, at the end of the lease term the tenant may renew the lease and the applicable Ground Tenant may charge such tenant market rate rent (as established by such applicable Ground Tenant). In the event of the foregoing, the next available comparable Residential Unit shall be designated as income restricted and leased to a tenant meeting the income standards above for Income Restricted Residential Units in Market Buildings.</p> <p>The processes used for <u>LIHTC</u>, the Barnes Fund and <u>or</u> Mixed Income PILOT programs shall be used to determine tenant income eligibility for Income Restricted Residential Units.</p> <p>The applicable Ground Tenant shall accept Housing Choice Vouchers for Income Restricted Residential Units if the applicant is otherwise eligible, unless the applicable Ground Tenant has secured Project-based vouchers.</p>
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SPONSORED BY:

Delishia Porterfield
Member of Council

AMENDMENT NO. 3
TO
ORDINANCE NO. BL2024-258

Madam President –

I hereby move to amend Ordinance No. BL2024-258 as follows:

2. Revise the Master Development Agreement attached as Exhibit B to the Ordinance by adding a new Section 5.17 thereto as follows:

“Section 5.17 Complete Streets. In order to meet the collective goals of Mayor O’Connell’s Executive Order 45 on Complete Streets, Nashville Department of Transportation’s Vision Zero Action Plan, the imagine EastBank vision document, and the supporting document East Bank Guidance for Complete Streets, Owner and Developer have agreed that all public mobility infrastructure within the IDA Land comply with these standards to the extent feasible. The Parties acknowledge that the remaining East Bank public areas are subject to the same guiding documents referenced above, serving as the mobility plan for the redevelopment of the entirety of the East Bank.”

3. Revise Schedule 5.1.1.1 of the Master Development Agreement attached as Exhibit B to the Ordinance by adding the following row to the chart included therein:

Minimum 2/3 Bedroom Units in Income Restricted Residential Buildings	Not less than 15% of the total Units in each Income Restricted Residential Building
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4. Relabeling Schedule 5.13.3 as Schedule 5.13.2 and deleting the provisions of current Schedule 5.13.3 and replacing them with the provisions set forth in Schedule 5.13.2 hereto.

SPONSORED BY:

Sean Parker
Member of Council

Schedule 5.13.2

General SMWBE Goals

- The Fallon Company – together with our partners and co-developers Pillars Development and Holladay Ventures – are committed to a robust diversity and inclusion program that sets a new market standard.
- We will look to maximize the participation of small business enterprises and minority and woman owned business enterprises (SMWBEs) and will encourage our consultants to do the same. We will explore numerous solutions to meet or exceed diversity and inclusion goals in the design, development, construction, and operation phases of the project.
- We pride ourselves on being a leader to advance DE&I in the real estate industry. This commitment extends from hiring diverse project teams, to workforce development initiatives, to our equity partnerships. As a key pillar to our philosophy, we make a concerted effort to provide meaningful investment opportunities dedicated to minority-owned firms, having done so successfully on multiple recent projects.
- Our DE&I strategy includes attacking the inequities at their root, investing in young people while also involving already-established minority and women-owned firms in our projects to provide immediate impact.

Design Consultant SMWBE Target:

- 25% of design consultants.

Construction SMWBE Target:

- 30% of construction contracts.
- General Contractor to additionally implement the following five-phase process:
 - Community Outreach: Develop relationships with primes, first-tier, and second-tier contactors and suppliers to position SMWBE firms to win work.
 - Preconstruction Phase: Identify strategic bid packages to attract SMWBE firms and provides physical and digital plans for convenience. Inform non-SMWBE firms that a portion of their selection will depend on their utilization of SMWBE firms in their subcontracting plans.
 - Procurement Phase: Contact SMWBE vendors to participate in preliminary bid meetings to address concerns, ensuring SMWBE firms are prequalified to work on the project.
 - Operations Support and Tracking: Maintain continuous communication with SMWBE firms to identify those who require additional support and assistance which maximizes SMWBDE growth and profitability. Report SMWBE awards and contractual commitments on a monthly basis to ensure successful achievement in meeting the project goals.
 - Post-Project Evaluation: Conduct an in-depth, post-project review with SMWBE firms to solicit feedback from team members, set foundation for continued partnerships, and ensure continued improvement of the processes.

Development Partner SMWBE Target:

- Provide meaningful investment and equity opportunities dedicated to SMWBE firms, including Pillars Development (MBE) and Holladay Ventures (SBE).

Workforce Development Project:

Fallon shall participate with training, apprenticeship, and placement programs. In an effort to create job opportunities for local Davidson County residents, Fallon shall leverage partnerships with local educational institutions and training providers, and community and state agencies to grow a job-ready workforce. Awarded trade partners will be aware of and expected to participate in workforce development (WFD) programs.

Fallon shall require its construction manager(s) to implement this WFD program:

Workforce Development Program (WFD):

- WFD Goals:
 - Create individual economic independence by providing skills-based training leading to a career in construction.
 - Support the construction of East Bank by helping trade partners get connected to talent and retain and grow their workforce.
 - Increase awareness of high wage career opportunities in the commercial construction industry.
 - WFD Pillars
 - K-12 Career Exploration
 - Partnership with PENCIL & If I Had a Hammer
 - Summer Teacher Externships
 - Career Training & Job Placement
 - Pre-Apprenticeship Training
 - ~~NCCER Core Certification~~ State and/or Federally Registered Apprenticeship / Job Training Program
 - Safety
 - Employability Skills
 - Communication Skills
 - ~~Introduction to Power Tools~~
 - ~~Introduction to Hands Tools~~
 - ~~Introduction to Material Handling~~
 - ~~Construction Drawings~~
 - ~~Introduction to Construction Math~~
 - CPR training and medical attention classes
 - OSHA 10 Certification
 - Participant paid weekly for training time. Funded through WIOA Funds for individuals that fall within a certain socioeconomic category; individuals that do not will be covered by project cost at \$18/hr.
 - TN Department of Labor Adult Education Program
 - Support learners with construction math and literacy
 - Translation assistance
 - Job shadow experience
 - Guaranteed job interview with trade partner(s) upon successful completion
 - Wrap around support provided by American Job Center & Community Partners
 - Job Placement assistance
 - Turner and Polk School of Construction Management (if Turner Construction or Polk & Associates is the General Contractor)

- The objective of this program will be to increase visibility, improve economic viability, and expand opportunities for SMWBEs. Participants enrolled in the program will gain insight and access to meaningful tools to prepare their business for sustainable growth and develop new strategic professional relationships. We will structure the program to help build the capacity of SMWBE firms on the East Bank Redevelopment.
- The free eight-week program will be taught by Turner and Polk's local experts and uniquely devoted to a separate topic. Subjects covered during the program will include:
 - Safety
 - Accounting, insurance, and bonding
 - Project delivery systems and contract risk management
 - Bidding, estimating, and procurement
 - Scheduling and field operations
 - Marketing and business development

In addition, Fallon also will encourage reintegration of the vulnerable population. Fallon intends to work with groups like the Urban League of Middle Tennessee to provide expungement clinics for Davidson County residents. Fallon intends to work on building new relationships with other impactful groups in Nashville which could include the following:

- Project Return
- 4:13 Strong
- Men of Valor
- Urban League of Middle Tennessee

To broaden the subcontractor pool and participation to include those that have historically been excluded or sidelined by assuring potential bidders of a level playing field, Fallon shall have its construction bid packages request information on any applicable health care coverage and associated cost.

Wage Theft:

Fallon is proud to say wage theft is something that has never happened on a Fallon job site. Fallon's construction manager's contracts shall hold the subcontractors to FLSA and Wage & Hour requirements. Violations to FLSA are punishable through fines and in extreme cases, could result in criminal prosecution. In addition, Fallon's construction manager shall also hold subcontractors to monthly certification that they have wage theft prevention procedures in place and certify that through all levels of their subcontracts.

Trade time records will be entered by front-line supervisors who have first-hand knowledge and supervision over hours worked.

Fallon shall require all subcontractors to uphold state and federal laws regarding paying any wages, and submit proper documentation on the monthly project pay application. Fallon shall require their construction manager(s), If there are violations of these laws, to require in their indemnification section of their contract with each subcontractor to withhold payment and/or issue joint checks directly to suppliers, vendors, and sub-subcontractors. Fallon shall require its construction manager(s) to require every subcontractor employee to attend an in-person site specific orientation on their first day on the project site. They will be issued a project specific sticker with a QR code that includes the employee's name,

subcontractor employer, and date starting on project. This allows accurate records of each person working on the project to be kept.

In addition, Fallon shall implement a new policy requiring all subcontractors at each pay requisition (monthly) to certify that they verify to have paid all of their employees on a fair and equitable basis.

Other Agreements:

- Fallon agrees to make a good faith commitment to paying all construction employees an hourly wage equal to or better than the established living wage for Nashville as updated each year. Workers will be appropriately classified as employees or independent contractors in accordance with all applicable laws, and not misclassified to undermine paying an hourly wage equal to or higher than the living wage in Nashville as updated each year. See <https://www.nashvillelivingwage.com/> for wage information.
- All objectives and standards will apply to contractors, subcontractors, and sub-developers.
- Fallon shall require its construction manager(s) to use best efforts to track and report subcontractors' SMWBE business certification on a disaggregated basis, by category. Fallon shall collaborate with Metro's BAO to jointly set project specific goals for both small business and minority-owned business participation within the overall SMWBE project goal.
- Fallon shall report the latest data on a quarterly basis. Fallon shall ensure the construction manager provides data on each category of business. SMWBE participation efforts will be monitored, tracked, and reported throughout performance of contracts to identify and assess commitments and actual participation utilization progress for subcontractors and the overall goals.
- Fallon shall collect and share information on vendors who are new to Metro projects participate in each project, so that Metro will have access to this information for analytical purposes.
- Fallon agrees to ensure the construction manager(s) timely share all reporting data relevant to this commitments on a public facing dashboard that can be housed on the project website.

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AMENDMENT NO. 4
TO
ORDINANCE NO. BL2024-258

Madam President –

I hereby move to amend Ordinance No. BL2024-258 as follows:

1. Amend Section 5.1.2.3 of the Master Development Agreement by adding the following sentence to the end thereof: “Developer shall in good faith ask the initial operator of the Qualifying Day Care Facility to consider providing preferential admission for children of tenants of the Residential Building in which the Qualifying Daycare Facility is located.”

SPONSORED BY:

Zulfat Suara
Member of Council

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AMENDMENT NO. ____
TO
ORDINANCE NO. BL2024-290

Madam President –

I hereby move to amend Ordinance No. BL2024-290 as follows:

I. By amending Section 4 as follows:

Section 4. That Section 2.196.060 of the Metropolitan Code of Laws is amended by adding the following as subsections B.3 and B.4:

3. An itemized list, by date, beneficiary, and amount of each political contribution of more than one hundred dollars made by the lobbyist or anyone acting at the specific direction of the lobbyist to benefit an official in the executive branch, a member of the official's staff or immediate family, a candidate for public office, or a campaign committee or testimonial committee established for the benefit of such official. This shall not require reporting of political contributions made for candidates for state and federal office, unless such candidate at the time of the contribution was serving as an official in the legislative or executive branch.

4. Such report shall include a sworn statement from the lobbyist attesting to the accuracy.

II. By amending Section 5 as follows:

Section 5. That Section 2.196.060 of the Metropolitan Code of Laws is amended by adding the following as a new Subsection G, as follows:

G. If a lobbyist fails to file all required annual lobbying and expense reports by March 1st ~~or has failed to include the filing fee for a late report~~, the lobbyist shall be ineligible for registration as a lobbyist for that year unless the board of ethical conduct has permitted the lobbyist's registration pursuant to Section 2.196.110.B and the lobbyist has paid the filing fee for a late report pursuant to Section 2.196.060.F. ~~A lobbyist who fails to file all required reports shall be subject to the complaint procedures in 2.196.110.B.~~

SPONSORED BY:

Erin Evans
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2024-293

Madam President –

I hereby move to amend Ordinance No. BL2024-293 as follows:

I. By amending Section 1, proposed Section 16.04.200, Subsection F, as follows:

- F. The construction of a fence, including the installation of a new fence, the addition of fence sections to an existing fence, the replacement of more than fifty percent of an existing fence, or the change in location, type, or materials of a fence, shall require a fence permit to be issued by the department of codes administration prior to construction. The department of codes administration is authorized to create rules and regulations necessary to effectuate a fence permitting program. All associated fees required for a fence permit shall be determined by the director of the department of codes administration and approved by a resolution of council. The department of water and sewerage services and Nashville Department of Transportation and Multimodal Infrastructure shall review each fence permit to ensure compliance with subsection E.

II. By amending Section 3 as follows:

Section 3. This Ordinance shall take effect on September 1, 2024 ~~from and after its adoption,~~ the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Erin Evans
Member of Council