



# **Metropolitan Council**

**PROPOSED AMENDMENTS PACKET  
FOR THE COUNCIL MEETING OF  
TUESDAY, MARCH 18, 2025**

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Amendment to Rules of Procedure, Rule 9.3

Madam President:

I move to amend the 2023-2027 Metropolitan Council Rules of Procedure by amending Rule 9 to add a new Rule 9.3 as shown below:

9.3 All ordinances on first reading shall be considered by the Council in one vote. An ordinance on first reading may be considered separately if the lead sponsor of the ordinance or two or more members notify the Vice Mayor during the consideration of first reading ordinances of their desire to take a separate vote on the ordinance.

SPONSORED BY:

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Jordan Huffman  
Member of Council

AMENDMENT NO. \_\_\_\_\_  
TO  
SUBSTITUTE ORDINANCE NO. BL2025-742

Madam President –

I hereby move to amend Substitute Ordinance No. BL2025-742 by amending Section 1, Proposed Metropolitan Code of Laws Section 2.128.050, as follows:

Section 1. Section 2.128.050 of the Metropolitan Code of Laws is hereby amended by modifying the section as follows:

2.128.050 - Historical Commission executive director and staff

- A. There shall be created the position of executive director for the historical commission of the Metropolitan Government of Nashville and Davidson County. The executive director shall report to and serve at the pleasure of the historical commission and shall be paid such compensation as shall be fixed by the historical commission within its budgeted appropriations. The executive director for the historical commission:
  - 1. Shall possess a degree in history, historic preservation, architectural history, or related field (e.g., planning, architecture), preferably with postgraduate training;
  - 2. Shall have at least five years of experience working in the historic preservation or related field;
  - 3. Shall be familiar with the history of Nashville-Davidson County and Tennessee;
  - 4. Shall have demonstrated ability to discharge the duties and functions of the executive director of the Historical Commission.
- B. The executive director of the historical commission shall hire staff as needed to carry out the necessary tasks to assist the commission in the performance of its functions.

Sponsored by:

\_\_\_\_\_  
Burkley Allen  
Member of Council

AMENDMENT NO. \_\_\_\_\_

TO

RESOLUTION NO. RS2025-1067

Madam President:

I hereby move to amend Resolution No. RS2025-1067 as follows:

- I. By deleting the agreement attached as an exhibit in its entirety and replacing it with the preliminary engineering agreement attached hereto.

SPONSORED BY:

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Clay Capp  
Member of Council

## PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and the Metropolitan Government of Nashville and Davidson County, a body corporate and political subdivision of the State of Tennessee, by and through the **Nashville Department of Transportation and Multimodal Infrastructure (NDOT)**. (“Agency”).

### EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Replacement of existing bridge on Eastland Avenue in Nashville, Davidson County, Tennessee; DOT: 350231X; MP: 183.74; in the Nashville Division, Nashville Terminal Subdivision** (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### 1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.

- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.
3. Reimbursement of CSXT Expenses.
  - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
  - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$37,600.00** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
  - 3.3. Payment Terms.
    - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
    - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to

CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
  - 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
  - 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
  - 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.



7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:                    CSX Transportation, Inc.  
                                      1590 Marietta BLVD NW  
                                      Atlanta, GA 30318  
                                      ATTN: Todd Allton

If to Agency:                Nashville Department of Transportation  
                                      700 President Ronald Reagan Way, Suite 215  
                                      Nashville, TN 37210  
                                      ATTN: Rachel Wehring

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may which consent may not be unreasonably withheld.
10. Applicable Law. This Agreement shall be governed by the laws of the **State of Tennessee**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Davidson County, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Davidson County, Tennessee.

Project: Nashville, Davidson County, TN  
Bridge Replacement on Eastland Ave.  
MP: 183.74  
Nashville Zone, Nashville Terminal Subdivision  
OP: TBD

**BY SIGNING THIS AGREEMENT**, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **February 18, 2025**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
NASHVILLE DEPARTMENT OF  
TRANSPORTATION AND MULTIMODAL  
INFRASTRUCTURE**

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Nashville Department of Transportation  
And Multimodal Infrastructure**

By: Diana W. Marcon  
Name: AC74F1CC700F4DA...  
Title: Director Date: 3/10/2025

**Department of Finance**

By: Jennine Reed/mjw  
Name: 62377A2A8742469...  
Title: Director of Finance Date: 3/10/2025

**APPROVED AS TO FORM AND LEGALITY:**

By: Erica Haber  
Name: D4F54A5815BD454...  
Title: Assistant Attorney Date: 3/11/2025

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Metropolitan Clerk Date: \_\_\_\_\_

Project: Nashville, Davidson County, TN  
Bridge Replacement on Eastland Ave.  
MP: 183.74  
Nashville Zone, Nashville Terminal Subdivision  
OP: TBD

**CSXT Schedule PA**

**PAYMENT SUBMISSION FORM**

Project Description: Bridge Replacement Eastland Ave over CSXT; DOT 350231X

CSXT OP# \_\_\_\_\_ (To be filled in by CSXT)

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Payment may be made via paper check or ACH/EFT payment as detailed below.  
Payment due prior to work commencing.

\*\*\*\*\*Mail a Check\*\*\*\*\*  
Mail this form, along with your paper check (do not send the Agreement) to the following address:

**CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192**

**OR**

\*\*\*\*\*ACH/EFT Payment\*\*\*\*\*  
Submit Payment to:

**CSXT Govt. Billing  
P.O. Box 530192  
Atlanta, GA 30353-0192**

**Acct # 1219082172  
ACH ABA# 267084199**

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When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Matt Donnelly  
Crouch Engineering, Inc.  
5115 Maryland Way, Suite 225  
Brentwood, TN 37027  
[mdonnelly@crouchengineering.com](mailto:mdonnelly@crouchengineering.com)**

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	_____

SUBSTITUTE ORDINANCE NO. BL2025-688

An ordinance to amend Chapter 2.147 of the Metropolitan Code of Laws regarding the Nashville Music, Entertainment, and Film Commission.

WHEREAS, Second Substitute BL2022-1631 was passed by the Metropolitan Council on April 18, 2023, and signed into law on May 1, 2023, creating the Nashville Music, Entertainment, and Film Commission (“Commission”); and,

WHEREAS, after over a year of working with Nashville’s creative community, this Commission was created with an industry diverse 15-member body, plus four ex-officio members, with the explicit request that the hiring of the executive director be completed by the commission with no interference by mayoral administrations in order to maintain consistency; and

WHEREAS, advisory committees were to be created utilizing members of the creative community that were not on the Commission, but had at least one Commission member per advisory committee to bring the issues to the Commission body for discussion; and

WHEREAS, the Commission has ~~voted to send suggested additional~~ recommendations to improve its operations and asked for amendments to BL2022-1631. The Commission’s requests to rename the Commission to align with the state’s Tennessee Entertainment Commission, add new definitions, and create advisory committees are incorporated in this legislation to the Metro Nashville Board and Commission Working Group (“Working Group”); and

~~WHEREAS, the Working Group has discussed the Commission’s recommendations, the relevant Metro Charter, Metro Code of Laws, state law, and best practices for boards and commissions and has recommended amendments, accordingly, to the mayor’s office; and,~~

~~WHEREAS, Commission recommendations to rename the Commission to align with a similar state body, add new definitions, and restructure committees are incorporated in this legislation; and,~~

WHEREAS, the suggested recommendations were sent to the Metropolitan Nashville Board and Commission Working Group (“Working Group”), and without informing the Commission, the Working Group made recommendations to the Commission structure that are not in line with the original function and purpose of the Commission; and

WHEREAS, the Working Group recommended modifying the existing supervisory structure for the executive director, from the commission hiring the director, to the position being under the Mayor’s purview, which would be a significant change from the legislative intent; and

WHEREAS, the Working Group recommended that the voting membership size of the Commission be reduced from fifteen to eleven over a structured period of time in order to increase efficiency and, additionally, recommended that the four ex-officio members on the Commission be non-voting members not required for quorum purposes; ~~and,~~

~~WHEREAS, the Working Group recommended modifying the existing supervisory structure for the executive director, which Metro Legal determined to be unworkable in that it allows the Commission to hire an individual to lead an office within the mayor’s office while retaining its own authority to supervise this individual.~~

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

Section 1. That Section 2.147 of the Metropolitan Code of Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

Chapter 2.147 - Nashville Entertainment Commission

2.147.010 - Established.

There is hereby established a commission to be known as the "Nashville Entertainment Commission," referred to in this chapter as "commission."

2.147.020 - Definitions.

"Entertainment industry" is defined as commercial activity that involves the production and sale of entertainment, including the music industry, film and television industry, theatre industry, fashion industry, video game industry, and all other creative industries.

"Film and television industry" is defined as commercial activity that involves the production, distribution, and sale of entertainment, whether in film, television, digital streaming content, virtual/augmented reality, or within the metaverse/omniverse.

"Music industry" is defined as commercial activity that involves concerts, festivals, tours, clubs and any other performance, production, promotion, distribution, or sale of recorded or live music.

2.147.030 - Composition, membership, and term of office.

- A. The commission shall be composed of three councils, to be known as the Music Advisory Council, the Film and Television Advisory Council, and the Entertainment Diversity and Equity Council. The Music Advisory Council shall be focused on the music industry, the Film and Television Advisory Council shall be focused on the film and television industry, and the Entertainment Diversity and Equity Council shall be focused on the promotion of diversity, equity, and inclusion in the entertainment industry.
- B. The commission shall be composed of ~~eleven~~ fifteen voting members. ~~Three~~ Four members shall be appointed by the mayor and confirmed by the council. ~~Two~~ Three members shall be selected by the council from nominations submitted by council members. ~~Two~~ Four members shall be selected by the council from nominations submitted from the entertainment industry at large. One member shall be selected by the International Alliance of Theatrical Stage Employees (IATSE) from its membership and confirmed by the council. One member shall be selected by the Screen Actors Guild - American Federation of Television and Radio Artists (SAG-AFTRA) from its membership and confirmed by the council. One member shall be selected by the American Federation of Musicians (AFM) from its membership and confirmed by the council. One member shall be selected by the Nashville Songwriters Association International (NSAI) from its membership and confirmed by the council. The executive director of the Metropolitan Arts Commission, the director of visual and performing arts for Metropolitan Nashville Public Schools, a representative of the Nashville Education, Community, and Arts Television Corporation, and a representative of the Nashville Convention and Visitors Corporation shall serve as ex-officio, non-voting members and shall not be counted in determining a quorum.

- C. Members of the commission shall serve without compensation.
- ~~D. Commission members shall serve staggered four-year terms. After the passage of BL2025 \_\_\_\_\_, the first vacancy caused by the resignation, term end, or other departure of a member from each of the following categories shall not be filled:
  - ~~i. A member appointed by the mayor and confirmed by the council.~~
  - ~~ii. A member nominated and selected by the council.~~
  - ~~iii. Two members nominated by the entertainment industry at large and selected by the council.~~~~

2.147.040 - Mission of the commission.

The mission of the commission shall be to create policies to:

- A. Promote the entertainment industry in Nashville and Davidson County and recruit projects and employment related to the entertainment industry.
- B. Promote racial and gender equity and establish mechanisms and metrics to maintain diversity and inclusion within the entertainment industry.
- C. Work to address quality of life issues facing individuals in the entertainment industry in Nashville and Davidson County.
- D. Support small and independent businesses within the entertainment industry in Nashville and Davidson County.
- E. Promote education initiatives and programming related to the entertainment industry.
- F. Work with the Tennessee Entertainment Commission to achieve this mission.

2.147.050 - Duties.

To carry out the commission's purposes, the commission shall have authority to:

- A. Elect a chair and other officers as necessary to carry out the functions and duties of the commission.
- B. Promulgate and maintain regulations and bylaws for the commission.
- C. ~~Consult with the mayor on the hiring of, and direct the chair to participate in the interviews for, Hire~~ the executive director, who shall serve as the executive director of the commission and of the office of entertainment.
- D. Promote, market, and support the office of entertainment.
- E. Meet no less than once per quarter. The Music Advisory Council, the Film and Television Advisory Council, and the Entertainment Diversity and Equity Council shall meet on an as needed basis, at the discretion of the chair of the commission.
- F. ~~Establish councils in addition to those listed in Section 2.147.030.A, including advisory committees or panels of experts to serve in an advisory capacity to the commission, as necessary, to assist in addressing~~ other creative industries and issues facing the

entertainment industry. There shall be standing advisory committees regarding (i) the fashion industry and (ii) theater. The commission may establish or disband additional advisory committees as needed. Each advisory committee shall be composed of up to ten members including volunteer members of the public and at least one member of the commission appointed by the chair. Volunteer members of the public who serve on an advisory committee (i) shall serve a term of one year, (ii) must comply with the standards of conduct in chapter 2.222 of this code, and (iii) must live or work in Davidson County. Any commission member appointed to an advisory committee must provide a quarterly report to the commission regarding the work of the advisory committee. A list of advisory committees, along with their membership, must be provided to the rules, confirmations, and public elections committee of the metropolitan council, or a successor committee.

2.147.060 - Office of entertainment.

- A. There shall be an office of entertainment, led by an executive director, to carry out the duties and mission of the commission.
- B. Among other duties as described by the commission, the executive director and approved staff shall be responsible for:
  - i. Assisting the entertainment industry with securing necessary permitting.
  - ii. Building relationships for community engagement.
  - iii. Assisting with location scouting.
  - iv. Establishment of relationships with Metropolitan Nashville departments and non-governmental partners.
  - v. Any additional actions necessary to carry out the duties and responsibilities established by this chapter.

2.147.065 - Staffing.

The work of the commission and of the office of entertainment shall be managed by an executive director. ~~The mayor, in consultation with the commission, shall appoint an~~ The executive director of the commission shall be appointed by and serve at the pleasure of the commission. The human resources department will work in conjunction with the commission to post the job opening and assist in the selection of the candidates. The chair of the commission, at the direction of the commission, may be present at interviews for the hiring of an executive director. The executive director and any staff shall be organized under the mayor's office.

Section 2. This ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government requiring it.

SPONSORED BY:

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Joy Styles  
Erin Evans  
Ginny Welsch  
Jennifer Webb  
Members of Council

AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2025-706

Madam President –

I hereby move to amend Ordinance No. BL2025-706 by amending Exhibit A to add the Greenway Conservation Easement attached to this amendment after the Greenway Conservation Easement in Exhibit A.

SPONSORED BY:

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Kyonzté Toombs  
Member of Council



**AGREEMENT FOR GRANT OF EASEMENT**

for

**CONSERVATION GREENWAY**

THIS AGREEMENT, made and entered into this the <sup>September</sup> 20<sup>th</sup> day of July, 2023, by and between **The Metropolitan Government of Nashville and Davidson County**, acting by and through its Board of Parks and Recreation (herein referred to as "Metro"), and **ROGERS GROUP, INC.**, an Indiana corporation, the property owner (herein referred to as the "Grantor").

**WHEREAS**, Metro recognizes the increasing benefit of protecting open spaces within the Metropolitan Government area; and

**WHEREAS**, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

**WHEREAS**, Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways; and

**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in Davidson County, Tennessee, of record in Instrument Number 20151223-0129074, in the Registrar's Office of Davidson County, Tennessee (herein referred to as the "Property"); and

**WHEREAS**, Grantor desires to grant and convey to Metro, its successors and assigns, a Conservation Greenway Easement, as defined below, over a portion of the Property, which shall be the Conservation Greenway Easement Area, as defined below, for the purposes of being preserved and made more accessible for public enjoyment; and

**WHEREAS**, the Conservation Greenway Easement Area, as defined below, possesses natural, open space, and recreational values (collectively, "conservation

values") of great importance to Grantor and the people of Nashville and Davidson County; and

**WHEREAS**, Grantor further intends, as owner of said Conservation Greenway Easement Area, as defined below to convey to Metro the right to preserve and protect the conservation values of the Conservation Greenway Easement Area in perpetuity; and

**WHEREAS**, Metro has the authority to accept this grant pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Section 11.1002 of the Metropolitan Charter; and

**WHEREAS**, Metro agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Conservation Greenway Easement Area, as defined below, for the benefit of the people of Tennessee and the public-at-large.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over a portion of the Property (herein referred to as the "Conservation Greenway Easement") for the purposes of being preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of said Conservation Greenway Easement as part of the Metro greenways system, which shall be located as more particularly described and shown on **Exhibit A** and **Exhibit B** attached hereto and incorporated by this reference (the herein referred to as the "Conservation Greenway Easement Area").

1. **Purpose.** It is the purpose of this grant to allow Metro to utilize the Conservation Greenway Easement Area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. Metro, at its discretion, shall design, construct, and maintain any pathway or physical structure in a manner that best preserves the open and natural condition of the Conservation Greenway Easement Area. Grantor intends that the use of the

Conservation Greenway Easement Area will be confined to such activities as are consistent with the purpose of the Conservation Greenway Easement.

2. Rights of Metro. To accomplish the purpose of the Conservation Greenway Easement, the following rights are conveyed to Metro by this grant:

a. To preserve and protect the conservation values of the Conservation Greenway Easement Area; and

b. To construct and maintain a pathway to be located on the Conservation Greenway Easement, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

c. To prevent any activity on or use of the Conservation Greenway Easement Area that is inconsistent with the purpose of the Conservation Greenway Easement and to require the restoration of such areas or features of the Conservation Greenway Easement Area that may be damaged by any inconsistent activity or use.

3. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the Conservation Greenway Easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Conservation Greenway Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Conservation Greenway Easement Area:

a. It will make the Conservation Greenway Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.

b. It will adopt rules and regulations governing the use of the Conservation Greenway Easement area so as not to permit or suffer any use of the Conservation Greenway

Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:

- i. That the hours of public access of the Conservation Greenway Easement shall be from sunrise to sunset.
- ii. That all persons utilizing the Conservation Greenway Easement area must remain on the pathway.
- iii. That all pets of persons utilizing the pathway must be on a leash at all times.
- iv. That the following activities shall be strictly prohibited:
  1. consumption or possession of alcoholic beverages;
  2. horseback riding;
  3. unauthorized motor vehicles; ebikes are permitted as defined under applicable state law;
  4. collecting or distributing plants, animals or other natural features;
  5. littering or dumping;
  6. hunting;
  7. playing of radios, musical instruments or other devices in a manner that might disturb others;
  8. vending or other concessions without proper permits;
  9. advertising or posting of bills;
  10. trespassing on adjacent property of Grantor;
  11. any unlawful activities.

4. Other Prohibited Uses. Any activity on or use of the Conservation Greenway Easement Area inconsistent with the purpose of the Conservation Greenway Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Greenway Easement. Further, Grantor reserves the right to maintain the Conservation Greenway Easement Area consistent with the purposes herein set forth and will maintain it in accordance with all local laws until improvements are made by Metro.

6. Metro's Remedies. If Metro determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Metro shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Conservation Greenway Easement Area resulting from any use or activity inconsistent with the purpose of the Conservation Greenway Easement, to restore the portion of the Conservation Greenway Easement Area so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Metro or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Metro may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Agreement or for injury to any conservation values protected by the Conservation Greenway Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Conservation Greenway Easement Area to the condition that existed prior to any such injury. If Metro, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Conservation Greenway Easement Area, Metro may pursue its remedies under this paragraph without prior notice to Grantor or without waiting

for the expiration of the period provided for cure. Metro's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. Metro's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Metro of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Metro's rights under this Agreement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

9. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor for any injury to or change in the Conservation Greenway Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Greenway Easement Area resulting from such causes.

10. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current owner of the Conservation Greenway Easement Area, and Metro are free to jointly amend this Agreement without prior notice to any other party; provided that any amendment shall be in writing; shall be consistent with the purpose of the Conservation Greenway Easement; shall not affect its perpetual duration; and shall have the unanimous consent of the Metro Greenways Commission.

11. Extinguishment. If circumstances arise in the future that render the purpose of the Conservation Greenway Easement impossible to accomplish, the Conservation Greenway Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

12. Assignment. The Conservation Greenway Easement is transferable, but Metro may assign its rights and obligations under this Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements. As a condition of such transfer, Metro shall require that the conservation purposes which this grant is intended to advance continue to be carried out.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Conservation Greenway Easement Area, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Metro of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Conservation Greenway Easement or limit its enforceability in any way.

14. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Conservation Greenway Easement and the policy and purpose of Tenn. Code Ann. §§ 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose

of the Conservation Greenway Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Greenway Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Greenway Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph ten (10).

e. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

TO HAVE AND TO HOLD said Conservation Greenway Easement unto Metro, its successors, and assigns, forever.

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 20th day of July, 2023.

September

GRANTOR:

ACCEPTED:

ROGERS GROUP, INC.,  
an Indiana corporation

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

By: [Signature]

[Signature]  
DIRECTOR, PARKS AND RECREATION

Name: DANIEL C. ROSE

Title: Vice President

STATE OF TENNESSEE }  
  }  
COUNTY OF DAVIDSON }

Before me, a Notary Public of said County and State, personally appeared Daniel C. Rose, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a VICE PRESIDENT of Rogers Group, Inc., an Indiana corporation (the "Company"), the within named bargainer, and that he, as a VICE PRESIDENT of the Company executed the foregoing instrument for the purposes therein contained.

Witness my hand, at Office, this 20 day of September ~~July~~, 2023.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-4-27

[Notary Page to Follow]



STATE OF TENNESSEE }  
  }  
COUNTY OF Davidson }

Before me, a Notary Public of said County and State, personally appeared Monique Horton Odom, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Director of Parks and Recreation for The Metropolitan Government of Nashville and Davidson County ("Metro"), the within named bargainer, and that he, as the Director of Parks and Recreation Metro executed the foregoing instrument for the purposes therein contained.

Witness my hand, at Office, this 8<sup>th</sup> day of November, 2024

Larecia Travis  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/16/2026



**EXHIBIT A**

**LEGAL DESCRIPTION OF CONSERVATION GREENWAY EASEMENT**

**[SEE ATTACHED]**



RaganSmith

99149-8814

**CONSERVATION GREENWAY EASEMENT: ROGERS GROUP, INC- TRINITY HILLS**

BEING GENERALLY A PROPOSED VARYING WIDTH CONSERVATION GREENWAY EASEMENT RUNNING OVER AND ACROSS THE ROGERS GROUP, INC. PROPERTY OF RECORD IN INSTRUMENT #20151223-0129074, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (R.O.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A IRON ROD (OLD) AT THE NORTHEAST CORNER OF AN OPEN SPACE AND THE NORTHWEST CORNER OF LOT 261 ON THE PLAT ENTITLED "TRINITY HILLS VILLAGE, SECTION TWO- FIRST ADDITION," OF RECORD IN PLAT BOOK 4460, PAGE 46, R.O.D.C.T. AND BEING THE SOUTHWEST CORNER OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY PROPERTY OF RECORD IN DEED BOOK 7954, PAGE 49, R.O.D.C.T. AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PROPOSED EASEMENT AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTHERLY LINE OF SAID OPEN SPACE, NORTH 81 DEGREES 21 MINUTES 30 SECONDS WEST, 104.30 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF A DITCH;

THENCE, LEAVING THE SAID OPEN SPACE AND CROSSING THE SAID ROGERS GROUP, INC PROPERTY, GENERALLY FOLLOWING THE CENTERLINE OF A DITCH THE FOLLOWING THREE CALLS (1 THROUGH 3):

1. NORTH 14 DEGREES 12 MINUTES 52 SECONDS WEST, 90.77 FEET TO A POINT,
2. NORTH 26 DEGREES 45 MINUTES 15 SECONDS EAST, 81.91 FEET TO A POINT,
3. NORTH 22 DEGREES 20 MINUTES 06 SECONDS EAST, 90.52 FEET TO A POINT IN THE SOUTHERLY LINE OF THE SAID METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY PROPERTY,

THENCE, WITH THE SOUTHERLY AND WESTERLY LINES OF SAID METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY THE FOLLOWING TWO CALLS (1 AND 2):

1. SOUTH 82 DEGREES 34 MINUTES 34 SECONDS EAST, 36.80 FEET TO A 1/2" IRON ROD (OLD) WITH CAP STAMPED "RAGAN SMITH ASSOC",
1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, AN ARC LENGTH OF 257.53 FEET, A DELTA ANGLE OF 18 DEGREES 40 MINUTES 39 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 56 MINUTES 35 SECONDS EAST, 256.39 FEET TO THE **POINT OF BEGINNING** AND HAVING AN AREA OF 24,024 SQUARE FEET OR 0.55 ACRES, MORE OR LESS.

**NASHVILLE**

315 Woodland Street  
Nashville, TN 37206  
(615) 244-8591

**MURFREESBORO**

100 East Vine Street, Suite 402  
Murfreesboro, TN 37130  
(615) 546-6050

**CHATTANOOGA**

1410 Cowart Street, Suite 200  
Chattanooga, TN 37408  
(423) 490-9400

**EXHIBIT B**

**DEPICTION OF CONSERVATION GREENWAY EASEMENT AREA**

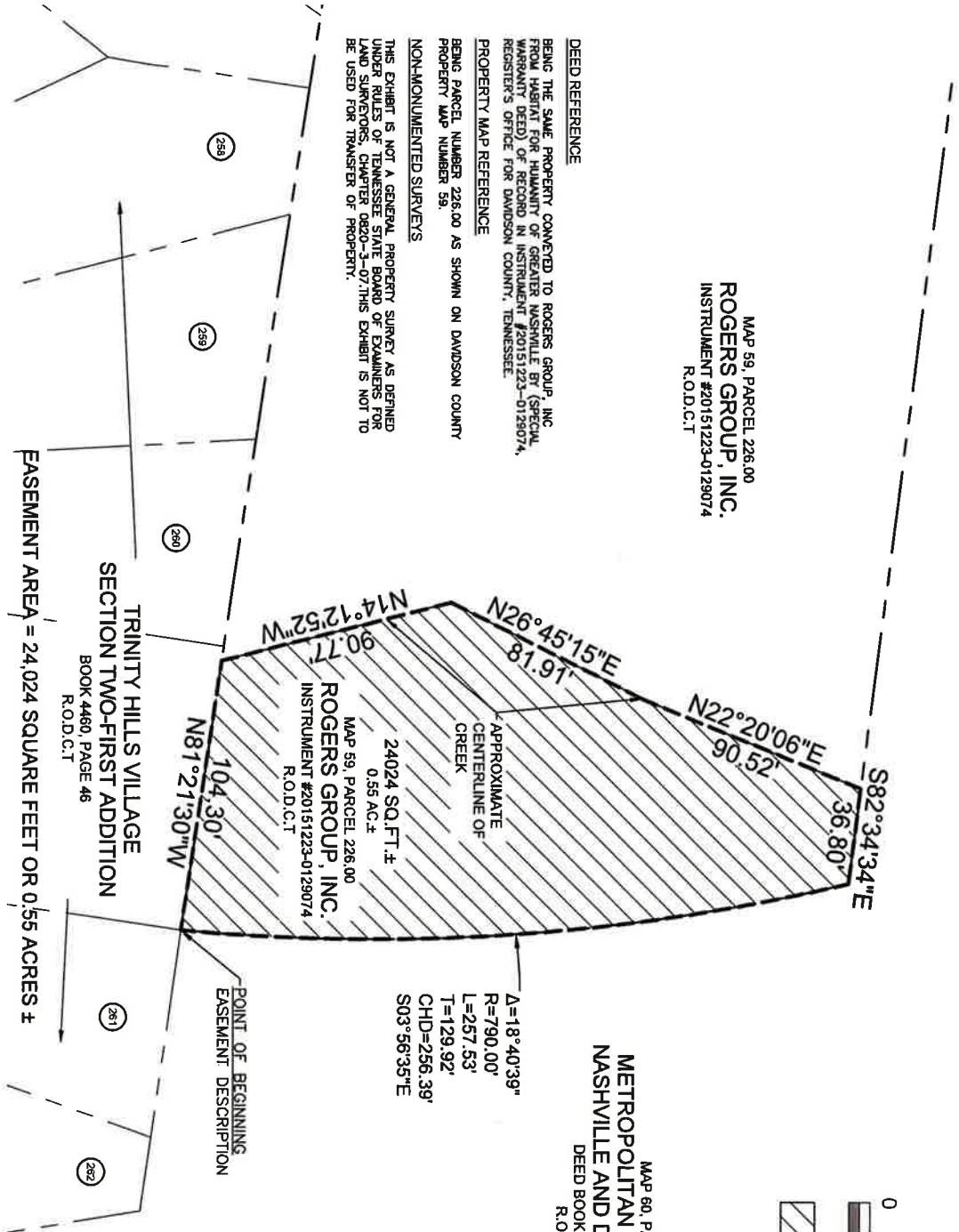
**[SEE ATTACHED]**

MAP 59, PARCEL 226.00  
**ROGERS GROUP, INC.**  
 INSTRUMENT #20151223-0129074  
 R.O.D.C.T

**DEED REFERENCE**  
 BEING THE SAME PROPERTY CONVEYED TO ROGERS GROUP, INC. FROM HABITAT FOR HUMANITY OF GREATER NASHVILLE BY (SPECIAL WARRANTY DEED) OF RECORD IN INSTRUMENT #20151223-0129074, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

**PROPERTY MAP REFERENCE**  
 BEING PARCEL NUMBER 226.00 AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP NUMBER 59.

**NON-MONUMENTED SURVEYS**  
 THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-3-07. THIS EXHIBIT IS NOT TO BE USED FOR TRANSFER OF PROPERTY.

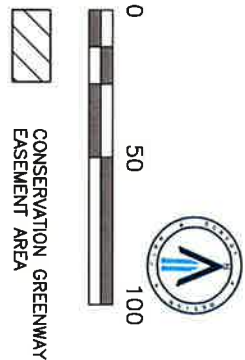


TRINITY HILLS VILLAGE  
 SECTION TWO-FIRST ADDITION  
 BOOK 4460, PAGE 46  
 R.O.D.C.T

EASEMENT AREA = 24,024 SQUARE FEET OR 0.55 ACRES ±

MAP 60, PARCEL 71.00  
**METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY**  
 DEED BOOK 7954, PAGE 49  
 R.O.D.C.T

A=18°40'39"  
 R=790.00'  
 L=257.53'  
 T=129.92'  
 CHD=256.39'  
 S03°56'35\"E



**CONSERVATION GREENWAY EASEMENT**  
 FOR  
**ROGERS GROUP, INC. TO METROPOLITAN  
 GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**  
 028  
 METROPOLITAN GOVERNMENT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE



SUBSTITUTE ORDINANCE NO. BL2025-731

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 SP to ~~MUG-A-NS~~ SP zoning for property located at 2400 Clarksville Pike, at the northwest corner of 24th Avenue North and Clarksville Pike (2.39 acres), all of which is described herein (Proposal No. 2024Z-133PR-001).

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

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

By changing from SP to ~~MUG-A-NS~~ SP zoning for property located at 2400 Clarksville Pike, at the northwest corner of 24th Avenue North and Clarksville Pike (2.39 acres), being Property Parcel No. 486 as designated on Map 081-06 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 081-06 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to the uses permitted by the MUG-A-NS zoning district with the following uses being prohibited:

- Alternative financial services
- Automobile convenience
- Bar or nightclub
- Beer and cigarette market
- Car wash
- Distributive business/wholesale
- Warehouse

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

1. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
2. Comply with all conditions and requirements of Metro reviewing agencies.
3. There shall be a minimum of 20,000 square feet of conditioned space dedicated for commercial uses on the property.

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

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

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

Section 38. 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 49. 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:

---

Kyonzté Toombs  
Member of Council



2024Z-133PR-001  
Map 081-06, Parcel(s) 486  
Subarea 08, North Nashville  
District 02 (Kyonzté Toombs)  
Application fee paid by: 2400 Clarksville Owner LLC

A request to rezone from SP to MUG-A-NS SP zoning for property located at 2400 Clarksville Pike, at the northwest corner of 24th Avenue North and Clarksville Pike (2.39 acres), requested by 2400 Clarksville Owner LLC, applicant and owner

