

Metropolitan Council

PROPOSED AMENDMENTS PACKET FOR THE COUNCIL MEETING OF TUESDAY, MAY 6, 2025

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RESOLUTION NO.	

A resolution accepting a Tobacco Use Prevention and Control Services grant from the Tennessee Department of Health to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco.

WHEREAS, the Tennessee Department of Health has awarded a grant in an amount not to exceed \$133,000.00 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco; and,

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

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

Section 1. That the Tobacco Use Prevention and Control Services grant by and between the Tennessee Department of Health, in an amount not to exceed \$133,000.00 to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Department of Health based on the revenues estimated to be received and any match to be applied.

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

APPROVED AS TO AVAILABILITY
OF FUNDS:

JUNIOU REALIMIN
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Member(s) of Council



Freddie O'Connell, Mayor Sanmi Areola, Ph.D. Director of Health

Board of Health

Tené Hamilton Franklin MS, Chair Marie R. Griffin MD MPH, Vice-Chair Calvin M. Smith III MD Lloyda B. Williamson MD DFAPA FAACP Rebecca Anne Whitehead (Munn) MBA Carol C. Ziegler APRN DNP NP-C APHN-BC Morgan McDonald MD FACP FAAP

April 22, 2025

Metropolitan Council of Nashville and Davidson County Historic Metro Courthouse 1 Public Square Suite 204, Metro Council Office Nashville, TN 37201

Ref: Health Tobacco Use Prevention & Control

Metro Councilmembers:

I would like to ask for you to allow the attached grant to be filed late for the May 6, 2025 Council meeting. The time period covered by this grant began on April 1, 2025 and the grantor has a policy that requires the grant to be returned prior to the start date. The reason for the lateness of the grant is due to modifying the contract, prior to execution, to update the contract contact information to the new Metro Public Health Director and a slight delay in the Law Department.

Thank you for your consideration,

Sincerely,

Sanmi Areola, PhD Director of Health

GRANT SUMMARY SHEET

Grant Name: Tobacco Use Prevention & Control 25-27

Department: HEALTH DEPARTMENT

Grantor: CENTER FOR DISEASE CONTROL AND PREVENTION

Pass-Through Grantor

(If applicable): TENN. DEPT. OF HEALTH

Total Award this Action: \$133,000.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson

340-0407

Status: CONTINUATION

Program Description:

This grant from the Tennessee Department of Health seeks to improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco using various techniques to prevent the initiation of and promote quitting tobacco use and eliminate exposure to secondhand smoke.

Plan for continuation of services upon grant expiration:

Services will be discontinued

Grants Tracking Form

					Part	One				
Pre-Appli	cation	0	Application C)	Award Acceptant	ce 💿	Contract Amendme	ent O		
	Depar	tment	Dept. No.			Contact			Phone	Fax
HEALTH DE	PARTMEN	T ▼	038	Brad Thompson					340-0407	
Grant Na	me:		Tobacco Use Preve	ention & Control 25-	27					
Grantor:			CENTER FOR DISEASE	CONTROL AND PREV	ENTION		▼ Other:			
Grant Per	riod Fror	n:	04/01/25	i e		Anticipated Appli	cation Date:			
Grant Per	riod To:		03/31/27		(applications only)	Application Dead	line:			
Funding	Type:			_	(411 - 44 - 44 - 47)	Multi-Departmen			- If yes, list be	low/
Pass-Thru			FED PASS THRU TENN. DEPT. OF HEAL			Outside Consulta			ii yes, list be	ow.
Award Ty			FORMULA	.''		Total Award:	int i roject.	\$133,000.00		
Status:	pe.			▼		Metro Cash Mato	·h·	\$0.00		
Metro Cat	togone		CONTINUATION			Metro In-Kind Ma				
CFDA#	tegory.		Est. Prior.	•				\$0.00		
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Project D			mont of Hoolth cook	ra ta imprava tha ha		Applic. Submitted	y by preventing and co	ntrolling the use of to	haasa using vari	oue toobniques
			e quitting tobacco us			iliu silloke.				
Services w										
How is M										
Fixed Am	ount of	5		or		% of Grant		Other:		
Explanati	ion for "(Other" means of d	letermining match:							
For this N	letro FY	how much of the	required local Met	ro cash match:						
Is already	/ in depa	rtment budget?				Fu	ind	Business Unit		
Is not but	dgeted?					Prop	oosed Source of Matc	h:		
(Indicate I	Match Ar	nount & Source fo	or Remaining Grant	t Years in Budget I	Below)					
Other:										
Number o	of FTEs t	he grant will fund	:		0.55		f positions added:		0.00	
Departme	ental Indi	rect Cost Rate			19.54%	Indirect Cost of G	Grant to Metro:		\$25,988.20	
*Indirect (Costs all	owed?	● Yes ○ No	% Allow.	10.23%	Ind. Cost Reques	ted from Grantor:		\$13,600.00	in budget
*(If "No", p	olease at	tach documentat	ion from the grant	or that indirect cos	sts are not allowal	ble. See Instruction	ons)			
Draw dov	vn allow	able?	_							
Metro or	Commur	ity-based Partnei	's:							
					Part Tw G	rant Budget				
Rudget	Metro					Match Source (Fi	und Local Match	Total Grant Each	Indirect Cost	Ind. Cost Neg.
Budget Year	Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	BU)	und, Local Match In-Kind	Total Grant Each Year	to Metro	from Grantor
Yr 1	25	\$16,500.00 \$66,500.00						\$16,500.00	\$3,224.10	\$0.00
Yr 2 Yr 3	26 27	\$66,500.00 \$50,000.00						\$66,500.00 \$50,000.00	\$12,994.10 \$9,770.00	\$7,600.00 \$6,000.00
Yr 4		+11,100.00						\$30,000.00	+=,,,,,	+ 5,000.00
Yr 5										
Tot		\$133,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$133,000.00	\$25,988.20	\$13,600.00
	Da	te Awarded:		03/31/25		\$133,000.00	Contract#:			

Contact: juanita.paulsen@nashville.gov vaughn.wilson@nashville.gov

(or) Date Denied:
(or) Date Withdrawn:

Rev. 5/13/13 6014

GCP Received 03/31/2025

J P

GCP Approved 03/31/2025



GOVERNMENTAL GRANT CONTRACT

MMER 1796		bursement d instrume			a federal	or Tennessee	local (governmental entity or their
Begin Dat	te	End Da	te		Agency	Tracking #		Edison ID
	April 1, 2025		March	1 31, 2027		34360-46	225	
Grantee L	egal Entity Nam	е						Edison Vendor ID
Metro	opolitan Govei	nment of	County		000000004			
Subrecipi								
⊠ s	ubrecipient							
□ R	ecipient		Grant	ee's fiscal ye	ar end	June 30		
Service C	aption (one line	only)						
Toba	cco Use Prev	ention an	d Con	trol Services	s			
Funding -	 State	Federal		Interdepartn	nontal	Other	Тот	AL Grant Contract Amount
2025	State	\$16,5	00.00	interdeparti	ileillai	Other	101	\$16,500.00
2026		\$66,5						\$66,500.00
2027		\$50,0						\$50,000.00
								· · · · · · · · · · · · · · · · · · ·
TOTAL:		\$133,0	00.00					\$133,000.00
TOTAL:		\$133,0	00.00					\$133,000.00
	Selection Proces	<u>.</u>						\$133,000.00
Grantee S	Selection Proces	s Summar						\$133,000.00
Grantee S		s Summar	y Fur		services	outlined in this		\$133,000.00 artment to pay for a position ct for Tobacco Use
Grantee S Comp Non- Budget O appropriat required to other oblig	petitive Selection competitive Sel fficer Confirmat tion from which one of the paid that is re-	s Summar n ection ion: There oligations h not already	Fur and Pre is a ba ereund encumb	d provide the sevention and Collance in the er are	services	outlined in this ervices	contra	artment to pay for a position

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Tobacco Use Prevention and Control Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. <u>Service Definitions</u>.

- a. Accrual is a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period
- b. Evidence-Based Interventions are interventions that use science-based methods to improve health and prevent disease
- c. Nicotine Free Teams (NFT) is a program that raises awareness about the harms caused by nicotine products and prevents youth initiation of nicotine products. NFT allows middle and high school teams and clubs to pledge to be nicotine-free, and by doing so they receive an incentive chosen by the state related to the team or club.
- d. SMARTIE means Specific, Measurable, Attainable, Realistic, Timely, Inclusive, Equitable. SMARTIE objectives are:
 - Specific and focus on a goal of the program and can be based on partner input. Measurable and should include a standard or benchmark to assess progress.
 - · Achievable and attainable based on the program's capacity.
 - Realistic and relevant based on the program's plan.
 - Timebound and should include a clear deadline.
 - *Inclusive*, bringing in traditionally excluded individuals and groups into processes, activities, decisions, and policy making.
 - Equitable, meaning objectives include an element of fairness to address systemic inequities.
- e. Smokefree Tennessee is Tennessee's official nicotine prevention coalition, bringing together experts in policy, community engagement, and evidence-based practices with the goal of creating a healthier place for all Tennesseans.
- f. TNSTRONG (Tennessee Stop Tobacco and Revolutionize Our New Generation) is a youth-led, statewide movement committed to raising awareness of the dangers of tobacco and fighting against the tobacco industry's influence on Tennessee youth
- g. TNSTRONG Youth Summit is an annual three-day conference where attendees will have the opportunity to hear from leading tobacco prevention experts as well as network with like-minded peers from across the state. The goal for is event is for attendees to depart feeling fueled and equipped to reach peers and adults in the continuing effort to protect people from the harmful effects of tobacco use.
- h. TUPCP means Tobacco Use Prevention and Control Program.

- A.3. <u>Service Goals</u>. To improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco.
- A.4. <u>Service Recipients</u>. Individuals who live in or visit Davidson County.
- A.5. Service Description. The Grantee shall:
 - a. Provide and maintain appropriate staff to serve as the Coordinator/Health Educator for the purpose of planning, administering, and monitoring county, regional and/or local tobacco prevention from April 1, 2025 through March 31, 2027.
 - b. Develop a comprehensive Annual Work Plan of SMARTIE (Specific, Measurable, Attainable, Realistic, Timely, Inclusive, Equitable) objectives for the TUPCP goals and submit no later than July 1, 2025, and July 1, 2026, respectively.
 - c. Implement evidence-based interventions to prevent the initiation of tobacco and emerging nicotine products among youth and young adults. Curriculum and materials used for interventions to be approved by the State.
 - d. Engage youth coalitions and/or other youth-serving organizations to identify youth to participate in TNSTRONG activities, including the TNSTRONG Ambassador Program.
 - e. Recruit at least five (5) youth (at minimum) to attend the annual TNSTRONG Youth Summit.
 - f. Recruit at least five (5) teams annually to take the Nicotine Free Teams pledge.
 - g. Engage coordinated school health staff within the school system, TNSTRONG Ambassadors, and other youth-serving organizations working to create comprehensive tobacco policies in K-12 schools.
 - h. Attend at least three (3) out of four (4) quarterly Smokefree Tennessee Coalition meetings in person or virtually, and three (3) out of four (4) quarterly webinars hosted by Smokefree Tennessee.
 - i. Promote quarterly webinars and communication including press releases, fliers, and other printed materials from Smokefree Tennessee to tobacco control partners via social media and/or email.
 - j. Partner with community organizations/coalitions to plan, provide and/or participate in related tobacco-related initiatives, including marketing campaigns (e.g. local media coverage, social media). Campaigns and initiatives may include, but are not limited to, supporting the Great American Smoke Out, National Take Down Tobacco Day, World No Tobacco Day, Tennessee Tobacco Quit Week, TNSTRONG youth events and No Vape November, and Tips from Former Smokers.
 - k. At a minimum, one (1) staff member will attend and actively participate in one (1) monthly Behavioral Health Workgroup. Staff can choose from the following workgroups: Education, Policy, and/or Health Systems Change.
 - I. Using the targeted institution policy 1-pagers developed by the State, identify at minimum one (1) behavioral healthcare facility (annually) to implement screening, treatment, and tobacco-free campus policies.
 - m. Establish, maintain or support county, regional, and local health councils' interventions aimed at achieving the goals of the TUPCP.

- n. Provide information on the current county tobacco cessation services available to Tennesseans, and policies on restricting the use of tobacco products through voluntary smoke-free spaces quarterly, and as requested, to the TUPCP survey site.
- o. Participate in monthly meetings, training, teleconferences and/or conferences as requested by the Department of Health. The Grantee's TUPCP Coordinators/Health Educators must attend the above-referenced meetings, trainings, teleconferences and/or conferences for the purposes of sharing and receiving information and direction/guidance from the State.
- p. Participate in and attend mandatory site visits (in-person or virtual) at Local Health Department organized by the TUPCP. The TUPCP Coordinators and Health Educators must attend these meetings for the purpose of program updates, networking, sharing of information, and receiving presentations by speakers on "Best Practices" or the latest tobacco control techniques.
- q. Document, evaluate and monitor the effectiveness of the county tobacco program in achieving the TUPCP goals, including outcomes such as policy changes, changes in social norms, and individual and community participation in local and statewide efforts on monthly and quarterly reports.
- r. Comply with all applicable requirements associated with this grant, including but not limited to the CDC General Terms and Conditions for Non-research Awards of Notice and Funding Opportunity entitled National and State Tobacco Control Program.
- A.6. <u>Service Reporting</u>. Quarterly reports are due in a format provided by the State with the following schedule.
 - a. Monthly reports are due in a format provided by the State by the first Monday of the following month.
 - b. Quarterly reports are due in a format provided by the State with the following schedule.
 - c. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

Period Covered	Reports Due
April 1 ,2025 - June 30, 2025	July 15, 2025
July 1, 2025 - September 30, 2025	October 15, 2025
October 1, 2025 - December 31, 2025	January 15, 2026
January 1, 2026 - March 31, 2026	April 15, 2026
April 1, 2026 - June 30, 2026	July 15, 2026
July 1, 2026 - September 30, 2026	October 15, 2026
October 1, 2026 - December 31, 2026	January 15, 2027
January 1, 2027 - March 31, 2027	March 31, 2027

- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 1**, is incorporated in this Grant Contract.
- A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on April 1, 2025 ("Effective Date") and ending on March 31, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. <u>Term Extension</u>. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Thirty-Three Thousand Dollars (\$133,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 3**) prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Megan Sills
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower, 7th Floor
710 James Robertson Parkway
Nashville, TN 37243
Megan.Sills@tn.gov
Telephone # (615) 354-3596

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Family Health and Wellness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 4**).
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee

- costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. <u>Modification and Amendment</u>. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities." in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Megan Sills
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower, 7th Floor
710 James Robertson Parkway
Nashville, TN 37243
Megan.Sills@tn.gov
Telephone # 615-354-3596

The Grantee:

Samni Areola, Director of Health
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Nashville, TN 37209-4129
Samni.Areola@nashville.gov
Telephone # 615-340-5622

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. <u>Nondiscrimination</u>. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
 - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.
- D.19. <u>Audit Report.</u> The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant

Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. <u>State Sponsored Insurance Plan Enrollment</u>. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. <u>Printing Authorization</u>. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a

printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.6. <u>Healthy Eating Requirements</u>. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.7. <u>Assistance Listing Number</u>. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.387 National and State Tobacco Control Program.
- E.8. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
 - a. The Grantee shall protect State Data as follows:
 - (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:	
Sanmi dreola	3/31/2025
Director, Metro Public Health Department	Date
Signed by:	
tené Hamilton Franklin	3/31/2025
Chair, Board of Health	Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
<u>Junual Rud/wfw</u> Director, Department of Finance	4/30/2025 5:01 PM CDT Date
APPROVED AS TO RISK AND INSURANCE:	
Balogun Coll Director of Risk Management Services	5/1/2025 6:35 AM CDT Date
APPROVED AS TO FORM AND LEGALITY:	
Cowling Molian Metropolitan Attorney	4/30/2025 5:08 PM CDT Date
FILED:	
Metropolitan Clerk	Date
DEPARTMENT OF HEALTH	
Ralph Alvarado, MD, FACP COMMISSIONER	Date

Federal Award Identification Worksheet

Subrecipient's name (must match name	Metropolitan Government of Nashville and
associated with its Unique Entity Identifier	Davidson County
(SAM)	•
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	NU58DP006813
Federal award date	04/18/2024
Subaward Period of Performance Start and	06/29/2020-4/28/2025
End Date	
Subaward Budget Period Start and End Date	04/29/2024-04/28/2025
Assistance Listing number (formerly known	93.387 National and State Tobacco Control
as the CFDA number) and Assistance Listing	Program
program title.	
Grant contract's begin date	04/01/2025
Grant contract's end date	03/31/2027
Amount of federal funds obligated by this	\$133,000.00
grant contract	
Total amount of federal funds obligated to the	
subrecipient	
Total amount of the federal award to the	\$1,644,198.00
pass-through entity (Grantor State Agency)	
Federal award project description (as	Tennessee State-Based Tobacco Prevention
required to be responsive to the Federal	and Control Program
Funding Accountability and Transparency Act	
(FFATA)	
Name of federal awarding agency	CDC Office of Financial Resources
Name and contact information for the federal	Darryl Mitchell
awarding official	dvm1@cdc.gov
	770-488-2747
Name of a sea through on Ch.	Towns and Development of the alle
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-	Ms. Liz Johnson
through entity awarding official	Statewide Tobacco Prevention Director
	liz.johnson@tn.gov
Is the federal award for research and	615-253-2991
	No
development?	14.60/
Indirect cost rate for the federal award (See 2	14.6%
C.F.R. §200.331 for information on type of	
indirect cost rate p/c)	

(BUDGET PAGE 1)

GRANT BUDGET

Metropolitan Government of Nashville & Davidson County

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2025, and ending March 31, 2027. *Roll-Up*

EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries ²	\$88,100.00	\$0.00	\$88,100.00
Benefits & Taxes	\$31,300.00	\$0.00	\$31,300.00
Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00
Postage & Shipping	\$0.00	\$0.00	\$0.00
Occupancy	\$0.00	\$0.00	\$0.00
Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
Printing & Publications	\$0.00	\$0.00	\$0.00
Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
Interest ²	\$0.00	\$0.00	\$0.00
Insurance	\$0.00	\$0.00	\$0.00
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
Depreciation ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Indirect Cost	\$13,600.00	\$0.00	\$13,600.00
In-Kind Expense	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$133,000.00	\$0.00	\$133,000.00

¹ Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

² Applicable detail follows this page if line-item is funded.

(BUDGET PAGE 2)

GRANT BUDGET

Metropolitan Government of Nashville & Davidson County

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2025, and ending March 31, 2026. YEAR 1

	NE-ITEM CATEGORY ¹ tached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries ²		\$43,400.00	\$0.00	\$43,400.00
Benefits & Taxes		\$15,500.00	\$0.00	\$15,500.00
Professional Fee/ Grant & A	Award ²	\$0.00	\$0.00	\$0.00
Supplies		\$0.00	\$0.00	\$0.00
Telephone		\$0.00	\$0.00	\$0.00
Postage & Shipping		\$0.00	\$0.00	\$0.00
Occupancy		\$0.00	\$0.00	\$0.00
Equipment Rental & Mainte	nance	\$0.00	\$0.00	\$0.00
Printing & Publications		\$0.00	\$0.00	\$0.00
Travel/ Conferences & Mee	tings ²	\$0.00	\$0.00	\$0.00
Interest ²		\$0.00	\$0.00	\$0.00
Insurance		\$0.00	\$0.00	\$0.00
Specific Assistance To Indi	viduals ²	\$0.00	\$0.00	\$0.00
Depreciation ²		\$0.00	\$0.00	\$0.00
Other Non-Personnel ²		\$0.00	\$0.00	\$0.00
Capital Purchase ²		\$0.00	\$0.00	\$0.00
Indirect Cost (13% of Salari	es & Benefits)	\$7,600.00	\$0.00	\$7,600.00
In-Kind Expense		\$0.00	\$0.00	\$0.00
GRAND	TOTAL	\$66,500.00	\$0.00	\$66,500.00

¹ Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)

(BUDGET PAGE 3)

GRANT BUDGET LINE-ITEM DETAIL:

Year 1										
SALARIES	Мо	nthly Salary		# of Months		% of Effort			igevity (if plicable)	AMOUNT
Danielle Duke, Public Health Administrator	\$	6,385.40	х	12	х	50%	+	\$	1	\$38,312.40
Lillian Maddox, Program Manager	\$	8,489.85	Х	12	Х	5%	+	\$	-	\$5,093.91
TOTAL ROUNDED								\$43,400.00		

(BUDGET PAGE 4)

GRANT BUDGET

Metropolitan Government of Nashville & Davidson County

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2026, and ending March 31, 2027. YEAR 2

EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries ²	\$44,700.00	\$0.00	\$44,700.00
Benefits & Taxes	\$15,800.00	\$0.00	\$15,800.00
Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00
Postage & Shipping	\$0.00	\$0.00	\$0.00
Occupancy	\$0.00	\$0.00	\$0.00
Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
Printing & Publications	\$0.00	\$0.00	\$0.00
Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
Interest ²	\$0.00	\$0.00	\$0.00
Insurance	\$0.00	\$0.00	\$0.00
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
Depreciation ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Indirect Cost (10% of Salaries & Benefits)	\$6,000.00	\$0.00	\$6,000.00
In-Kind Expense	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$66,500.00	\$0.00	\$66,500.00

¹ Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)

(BUDGET PAGE 5)

GRANT BUDGET LINE-ITEM DETAIL:

Year 2										
SALARIES	Monthly Salary		# of Months	% of Effort			Longevity (if applicable)		AMOUNT	
Danielle Duke, Public Health Administrator	\$	6,576.96	Х	12	Х	50%	+	\$	-	\$39,461.77
Lillian Maddox, Program Manager	\$	8,744.55	Х	12	Х	5%	+	\$	-	\$5,246.73
TOTAL ROUNDED								\$44,700.00		



Invoice Reimbursement Form

Contract #	
Supplier Name	
Program Name	

Section 1: Contract In	nformation (to be comple	ted by TDH Accounts)	
PO # (Req.)	PO Line # (Req.)	Receipt# (Req.)	Agency Invoice #
Edison Contract#	Edison Vendor#	Edison Address Line #	AP Attachment (check if yes)
Section 2: Invoice Info	rmation (to be completed	by Contractor/Grantee)	
Contract Invoice#	Invoice Date	Service Start Date	Service End Date
Contract Start Date	Contract End Date		
Contact Person Name	Phone#		
Remit Payment to: Business Name			
Street Address	City	State	ZIP

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00

Section 3: Payment Information (to be completed by TDH Program)

Attach 3 Invoice Received Date Invoice Received by (Name) Service Type (Select One): Medical Services Non-Medical Services Speedchart Department ID User Code Project ID Amount (\$) \$ 0.00 Total Amount: Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable) Program Signature 1 Program Signature 2 Program Signature 3 **Section 4**: Authorized Signatures **Contractor/Grantee Authorization TDH Accounts Authorization TDH Program Authorization** Name: Name: Name: Date: Date: Date: Signature: Signature: Signature: **Section 5**: Additional Comments

Docusign Envelope ID: E8FCDA1E-A0B6-4AFF-85BC-6528E6A2830A

Attach 3

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

	Budget	lnf	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	nnf	YTD	Balance
Budget Line Items	Amt	Expenses	Totals	Remaining											
Salaries	\$ 0.00													\$ 0.00	\$ 0.00
Benefits	\$ 0.00													\$ 0.00	\$ 0.00
Fee/Grant/Award	\$ 0.00													\$ 0.00	\$ 0.00
Supplies	\$ 0.00													\$ 0.00	\$ 0.00
Telephone	\$ 0.00													\$ 0.00	\$ 0.00
Postage and Shipping	\$ 0.00													\$ 0.00	\$ 0.00
Occupancy	\$ 0.00													\$ 0.00	\$ 0.00
Equipment Rental and Maintenance	\$ 0.00													\$ 0.00	\$ 0.00
Printing and Publications	\$ 0.00													\$ 0.00	\$ 0.00
Travel/Conferences and Meetings	\$ 0.00													\$ 0.00	\$ 0.00
Interest	\$ 0.00													\$ 0.00	\$ 0.00
Insurance	\$ 0.00													\$ 0.00	\$ 0.00
Specific Assistance to Individuals	\$ 0.00													\$ 0.00	\$ 0.00
Depreciation	\$ 0.00													\$ 0.00	\$ 0.00
Other Non-Personnel	\$ 0.00													\$ 0.00	\$ 0.00
Ca ब्रि tal Purchase	\$ 0.00													\$ 0.00	\$ 0.00
Indirect Costs	\$ 0.00													\$ 0.00	\$ 0.00
Totals	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

RDA SW-12

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- ·Schedule A,
- ·Schedule B, and
- •Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.

Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- •The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- •The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- •The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- •The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- •The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013 007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous

Telephone: 615-741-2974

Tennessee Department of Health

Fiscal Services

6th Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

2 CFR Part 200.430

Form 990 Part IX line 5, 7

Employee Benefits & Payroll Taxes Line 2

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

2 CFR Part 200.431 Form 990 Part IX lines 8, 9, 10

Line 3 **Total Personnel Expenses**

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Professional Fees Line 4

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

2 CFR Part 200.459

Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

2 CFR Part 200.453

Form 990 Part IX line 13

<u>Line 6</u> <u>Telecommunication</u>

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

2 CFR Part 200.471

Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:

2 CFR Part 200.474

Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:

2 CFR Part 200.465

Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:

2 CFR Part 200.452

Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

2 CFR Part 200.461 Form 990 Part IX line 13

Line 11 Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

F&A Policy 08 Comprehensive State Travel Regulations.

References:

2 CFR Part 200.475 Form 990 Part IX line 17

Line 12 Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

2 CFR Part 200.432 Form 990 Part IX line 19

Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

2 CFR Part 200.449 Form 990 Part IX line 20

Line 14 <u>Insurance</u>

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

2 CFR Part 200.447

Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

2 CFR Part 200.1

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

2 CFR Part 200.456

Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

2 CFR Part 200.436

Form 990 Part IX line 22

<u>Line 18</u> <u>Other Nonpersonnel Expenses</u>

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:

2 CFR Part 200.421

Form 990 Part IX line 12

b) <u>Information Technology:</u>

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

2 CFR Part 200.1

Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

2 CFR Part 200.426

Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

2 CFR Part 200.433

Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

2 CFR Part 200.441

Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

2 CFR Part 200.1

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

2 CFR Part 200.455

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

2 CFR Part 200.462

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

2 CFR Part 200.463

Form 990 Part IX line 24

j) <u>Taxes:</u>

Enter expenses for payment of taxes to the local government or state.

References:

2 CFR Part 200.470

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

2 CFR Part 200.454

Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.405

2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

<u>Line 23</u> <u>Total Direct Program and Administrative Expenses</u>

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 <u>Total Program Expenses</u>

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:

Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:

Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:

Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:

Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:

Form 990 Part VIII 1e

<u>Line 37</u> <u>Cash Contributions (Nongovernment)</u>

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:

Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:

Form 990 Part VIII line 1f and Part XI line 6

Line 39 <u>Program Income</u>

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:

Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:

Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:

Form 990 Part VIII 1a through 11e

<u>Line 43</u> <u>Total Revenue</u>

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

<u>Instruction for Reconciliation Between Total and Reimbursable Expenses</u>

Line 51 <u>Total Program Expenses</u>

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

<u>Line 53</u> <u>Excess Administration</u>

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 <u>Total Reimbursement To Date</u>

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER) NONGRANT REVENUE REPORT (NRR) AND RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

STATE OF TENNESSEE
PRUGRAINI EXPENSE REPURI

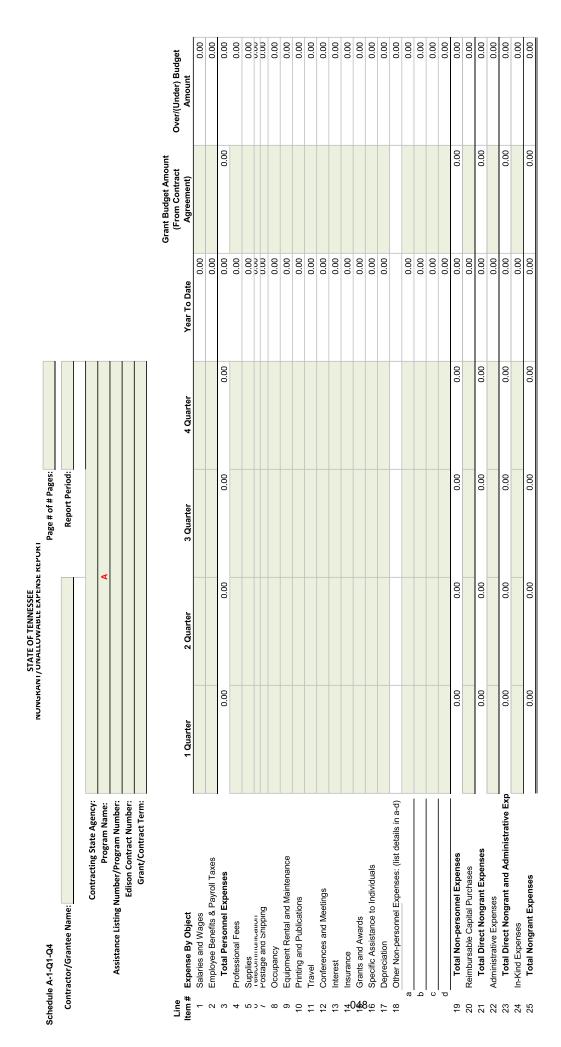
Schedule A	ule A			Page # of # Pages:	
Co	Contractor/Grantee Name:			Report Period:	
	Contracting State Agency:				
	Program Name:	A		8	
	Assistance Listing Number/Program Number: Edison Contract Number:				
	Grant/Contract Term:				
Line Item #	# Expense Bv Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
_			00:00		0.00
7	Employee Benefits & Payroll Taxes		0.00		00:00
က	Total Personnel Expenses	0.00	0.00	00:0	00:00
4	Professional Fees		0.00		00:00
2	Supplies		0.00		0.00
~	Postage and Snipping		0.00		00:0
80	Occupancy		0.00		00:00
6	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
7	Travel		0.00		00:00
12	Conferences and Meetings		0.00		00.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		00.00
16	Specific Assistance to Individuals		0.00		00.00
17	Depreciation		00:00		00.00
18	Other Non-personnel Expenses: (list details in a-d)				
	в		0.00		0.00
	q		00:00		0.00
	0		0.00		0.00
	р		0.00		0.00
19	Total Non-personnel Expenses	00:0	0.00	00:0	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	Total Direct Program Expenses	00.00	0.00	00:00	0.00
22	Administrative Expenses		0.00		00:0
23	Total Direct and Administrative Expenses	0.00	0.00	00:0	00.0
24	In-Kind Expenses		0.00		0.00
25	Total Program Expenses	0.00	0.00	00:0	0.00

Revised 09/xx/2023

		Σ	STATE OF TENNESSEE PRUGRAIN EXPENSE REPURI					
Schedule A-Q1-Q4				Page # of # Pages:				
Contractor/Grantee Name:	ie:			Report Period:				
	Contracting State Agency:							
	Program Name:		A					
Assistance Listin	Assistance Listing Number/Program Number:							
	Grant/Contract Term:							
							Grant Budget Amount	
Line Item # Expense By Object		1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	(From Contract Agreement)	Over/(Under) Budget Amount
1 Salaries and Wages						00:00		0.00
2 Employee Benefits & Payroll Taxes	k Payroll Taxes					00:00		0.00
3 Total Personnel Expenses	Expenses	00:00	0.00	0.00	00:00	00:00	00:00	00:00
4 Professional Fees						00:00		00.0
5 Supplies						0.00		0.00
						00:00		00:00
8 Occupancy						00:00		0.00
9 Equipment Rental and Maintenance	nd Maintenance					00:00		0.00
10 Printing and Publications	tions					00:00		00.00
						00:00		0.00
12 Conferences and Meetings	eetings					00:00		0.00
13 Interest						00:00		0.00
14 Insurance						00:00		00.00
Grants and Awards						00:00		0.00
16 Specific Assistance to Individuals	to Individuals					00:00		00.00
17 Depreciation						00:00		0.00
18 Other Non-personne	Other Non-personnel Expenses: (list details in a-d)	٠						0
a						00:00		0.00
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p						00:00		0.00
	onnel Expenses	00:00	00:00	0.00	00'0	00:0	000	00.00
ፚ	al Purchases					00:00		00.00
21 Total Direct Program Expenses	gram Expenses	00:00	00:00	0.00	00:0	00:0	0.00	00:00
Ä	uses					00.00		0.00
	Total Direct and Administrative Expenses	00:00	00:00	0.00	0.00	00:00	0.00	00:00
≟						00:00		0.00
25 Total Program Expenses	= Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE NONGKANI/UNALLOWABLE EAPENSE KEPUKI

Schedule A-1	ile A-1			Page # of # Pages:	
Con	Contractor/Grantee Name:			Report Period:	
	Contracting State Agency:				
	Program Name:	A		В	
	Assistance Listing Number/Program Number:				
	Edison Contract Number: Grant/Contract Term:				
Line	Property of China	6 H	, T 2027	Choracter C	Y Control of the Cont
# = _		Qualier 10 Date	1 ear 10 Date 0.00	Qualiter 10 Date	1 ear 10 Date 0.00
2	Employee Benefits & Payroll Taxes		00:00		0.00
3	Total Personnel Expenses	0.00	0.00	00:0	0.00
4	Professional Fees		00:00		0.00
2	Supplies		0.00		0.00
> ~	Postage and Snipping		00:0		0.00
∞	Occupancy		00:00		0.00
6	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
7	Travel		00:00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		00:00		0.00
4	Insurance		00:00		0.00
15	Grants and Awards		00:00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
'n			0.00		00:00
	q		0.00		0.00
J			0.00		00:00
J	p		0.00		0.00
19	Total Non-personnel Expenses	00'0	00:00	00.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	Total Direct Nongrant Expenses	00:00	00:00	00:0	0.00
22	Administrative Expenses		0.00		0.00
23	Total Direct Nongrant and Administrative Expenses	0.00	0.00	00.00	0.00
24	In-Kind Expenses		0.00		0.00
25	Total Nongrant Expenses	0.00	0.00	00.00	0.00



STATE OF TENNESSEE PRUGRAIM REVENUE REPURI AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Year To Date Page # of # Pages: Report Period: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Quarter To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Year To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Quarter To Date **Edison Contract Number:** Grant/Contract Term: Assistance Listing Number/Program Number: Contracting State Agency: Program Name: Reconciliation Between Total and Reimbursable Expenses Reimbursable Expenses (line 51 minus lines 52,53,54) Total Reimbursable Program Funds (equals line 55) Subtract Excess Administration Expenses (contractual) Subtract Other Unallowable Expenses (contractual) Total Matching Revenue Funds (lines 34 - 40) Reimbursable Federal Program Funds (Line 23) Subtract Matching Expenses (equals line 41) Reimbursable State Program Funds (Line 23) This reimbursement (line 57 minus line 58) Total Revenue (lines 33, 41, & 42) Cash Contributions (non-government) In-Kind Contributions (equals line 24) Difference (line 55 minus line 56) Total Program Expenses (line 25) Total Reimbursement To Date Reimbursable Program Funds: Other Government Funds Other Matching Revenue Matching Revenue Funds: Other Federal Funds Contractor/Grantee Name: Item # Sources Of Revenue Other Program Funds Other State Funds Program Income Schedule B 31 32 33 34 35 36 37 37 38 39 40 41 42 43 5152535455 56 57 58 59 Revised 09/xx/2023

STATE OF TENNESSEE NOWGRANI/UNALLUWABLE REVENUE REPURI AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Year To Date Page # of # Pages: Report Period: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Quarter To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Year To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Quarter To Date Grant/Contract Term: Assistance Listing Number/Program Number: Edison Contract Number: Program Name: Contracting State Agency: Reconciliation Between Total and Reimbursable Expenses Reimbursable Expenses (line 51 minus lines 52,53,54) Total Reimbursable Nongrant Funds (equals line 55) Subtract Excess Administration Expenses (contractual) Subtract Other Unallowable Expenses (contractual) Total Matching Revenue Funds (lines 34 - 40) Reimbursable Federal Program Funds (Line 23) Subtract Matching Expenses (equals line 41) Reimbursable State Program Funds (Line 23) This reimbursement (line 57 minus line 58) Total Revenue (lines 33, 41, & 42) Cash Contributions (non-government) In-Kind Contributions (equals line 24) Total Nongrant Expenses (line 25) Difference (line 55 minus line 56) Total Reimbursement To Date Reimbursable Nongrant Funds: Other Government Funds Other Matching Revenue Matching Revenue Funds: Other Federal Funds Contractor/Grantee Name: Item # Sources Of Revenue Other Program Funds Other State Funds Program Income Schedule B-1 31 32 33 34 35 36 37 37 38 39 40 41 42 43 5152535455 56 57 58 59 Revised 09/xx/2023

STATE OF TENNESSEE IOIAL EAPENSE SUIVIIVIARY REPURI

Schedule C	ıle C			Page # of # Pages:	
Co	Contractor/Grantee Name:			Report Period:	
		Total	Total	Total	
Line		Direct Program Expenses	Nongrant/Unallowable Expenses	Administrative Expenses	Grand Total
Item #	Expense By Object	Year To Date	Year To Date	Year To Date	Year To Date
~	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
က	Total Personnel Expenses	00:0	0.00	00:00	0.00
4	Professional Fees	0.00			0.00
2	Supplies	0.00			0.00
9	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
00	Occupancy	0.00			0.00
2 و	Equipment nema and maintenance Printing and Publications	0.00			00:0
7	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	в	0.00			0.00
	q	0.00			0.00
	3	0.00			0.00
	þ	0.00			0.00
19	Total Non-personnel Expenses	0.00	00:0	00:00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	Total Direct Program Expenses	0.00	0.00	00:00	0.00
22	Administrative Expenses	0.00			0.00
23	Total Direct and Administrative Expenses	0.00	00:0	00'0	0.00
24	In-Kind Expenses	0.00			0.00
25	Total Expenses	0.00	0.00	00:00	0.00

Revised 09/xx/2023

1. Grantee Name:

ATTACHMENT 5

Annual (Final) Report*

2. Grant Contract Edison Number:
3. Grant Term:
4. Grant Amount:
5. Narrative Performance Details: (Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)
Submit one copy to:
Megan Sills, Program Director, TN Department of Health;
Ralph Alvarado, MD, FACP, Commissioner, TN Department of Health; and
faaudit@tn.gov, TN Department of Finance and Administration



FREDDIE O'CONNELL MAYOR

WALLACE W. DIETZ: DIRECTOR OF LAW DEPARTMENT OF LAW METROPOLITAN COURTHOUSE, SUITE 108 P.O. BOX 196300 NASHVILLE, TENNESSEE 37219-6300 (615) 862-6341 • (615) 862-6352 FAX

April 29, 2025

Megan Sills Tennessee Department of Health 7th Floor, Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243

Ms. Sills,

This letter serves as written notice to the State regarding compliance with the Debarment and Suspension clause in the grant contract. That clause requires the grantee to certify that it "ha[s] not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default." The clause further requires the grantee to "provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d."

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County ("Metro") received a notification from the Centers for Disease Control and Prevention ("CDC") that a Community Healthcare Workers grant was terminated "for cause" due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the "for cause" termination designation.

If you require any further information, please let us know.

Sincerely,

Wallace W. Dietz, Director of Law Metropolitan Government of Nashville

and Davidson County



Freddie O'Connell, Mayor Sanmi Areola, Ph.D. Director of Health

Board of Health

Tené Hamilton Franklin MS, Chair Marie R. Griffin MD MPH, Vice-Chair Calvin M. Smith III MD Lloyda B. Williamson MD DFAPA FAACP Rebecca Anne Whitehead (Munn) MBA Carol C. Ziegler APRN DNP NP-C APHN-BC Morgan McDonald MD FACP FAAP

April 30, 2025

Megan Sills
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower, 7th Floor
710 James Robertson Parkway
Nashville, TN 37243

Dear Ms. Sills,

The Tennessee Department of Health has awarded the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Health ("Metro Health"), a grant in the amount of \$133,000 for the provision of Tobacco Use Prevention and Control Services.

I assure you that Metro Health is committed to compliance with Federal and state law, including the Equal Protection Clause, Title VI and the holding of the Supreme Court in SFFA v. Harvard.

Indeed, Metro Health continually assesses our programs to ensure compliance with Federal and state law, including the Equal Protection Clause, Title VI and the holding of the Supreme Court in *SFFA v. Harvard.* Included in this assessment is monitoring decisions made about DEI, including in *National Education Association et al. v. U.S. Department of Education, et al.*, 1:25-cv-00091, District Court, D. New Hampshire, in which the Court issued a preliminary injunction blocking the U.S. Department of Education's attempt to restrict discussion of DEI in schools and its threat to withhold federal funding.

I further certify that Metro Health does not operate any DEI programs that violate federal antidiscrimination law. It is unclear what further certification is being requested.

I remain at your disposal if you have any questions or would like to discuss this matter further.

Dr. Samni Areola Director of Health

Metropolitan Government of Nashville and Davidson County

SUBSTITUTE ORDINANCE NO. BL2025-752

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 AR2a to SP zoning for properties located at 5788 Cane Ridge Road and Cane Ridge Road (unnumbered), approximately 285 feet southeast of Cane Ridge Road, (39.27 acres) to permit 420 58 single family lots and 74 townhome multi-family dwelling units, all of which is described herein (Proposal No. 2024SP-020-001).

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 AR2a to SP zoning for properties located at 5788 Cane Ridge Road and Cane Ridge Road (unnumbered), approximately 285 feet southeast of Cane Ridge Road, (39.27 acres) to permit 120 58 single family lots and 74 townhome multi-family dwelling units, being Property Parcel Nos. 034 and 194 as designated on Map 174 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 174 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 <u>420 58</u> single family residential lots <u>and 74 townhome multi-family dwelling units</u>. Short Term Rental Property (STRP), owner occupied and not owner occupied, shall be prohibited from the entire development.

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

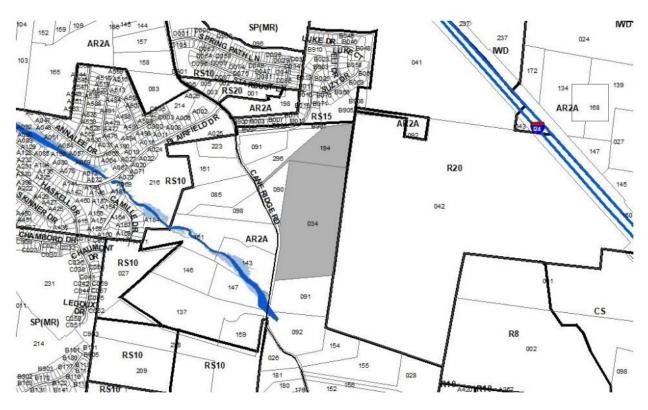
- 1. On the corrected set, update Landscape Standards Note #6 to say: A 20-foot-wide C-3 Landscape Buffer shall be provided at the rear of lots along the eastern property and between lots 1 and 90 and the cell tower. Behind lots 1 through 6, supplemental landscape planting will be determined at final site plan.
- 2. On the corrected set, add case number to the development summary on page 3.
- 3. On the corrected set, replace note 1 on page 12 with the use condition above.
- 4. On the corrected set, remove page 10 with the illustrative plan.
- 5. On the corrected set, update the side yard setback for corner lots based on the setback diagram on Sheet C1.01.

- 6. On the corrected set, modify the right-of-way dedication area beyond the northernmost culde-sac and emergency access to a right-of-way reservation. Staff shall evaluate further with review of the final SP.
- 7. With the final site plan, the limits of disturbance and areas of preservation as identified on the preliminary SP plan on Sheet C1.01 shall not be modified without prior approval from Planning staff.
- 8. Comply with all conditions and requirements of Metro Reviewing Agencies.
- 9. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
- 10. The final site plan shall label all internal driveways as "Private Driveways". A note shall be added to the final site plan that the driveways shall be maintained by the Property Owners' Association.
- 11. No master permit/HPR shall be recorded prior to final SP approval.
- 12. Final plat may be required prior to permitting.
- 13. 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 of any building permits.
- 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 RS10 RS7.5 zoning district for the single family portion of the property and the RM9 zoning district for the townhome multifamily portion of the property as identified on the preliminary SP plan as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.
- Section 8. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.
- Section 9. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:	
Antionette Lee Member of Council	

2024SP-020-001 CANE RIDGE SP Map 174, Parcel(s) 034, 194 Subarea 12, Southeast District 33 (Antoinette Lee) Application fee paid by: Eric D. Flynn

A request to rezone from AR2a to SP zoning for properties located at 5788 Cane Ridge Road and Cane Ridge Road (unnumbered), approximately 285 feet southeast of Cane Ridge Road, (39.27 acres) to permit 120 single family lots, requested by Old Acre McDonald, applicant; William Alexander, James Kieffer & Houston Hill, owners.



PRELIMINARY SP

5788 CANE RIDGE ROAD

ANTIOCH, DAVIDSON COUNTY, TN 37013

CASE NO. 2024SP-020-001

DEVELOPMENT SUMMARY

SP NAME: 5788 CANE RIDGE RD
SP NUMBER 2024SP-020-001
COUNCIL DISTRICT 33
COUNCIL MEMBER ANTOINETTE LEE

DEVELOPER: OLDACRE MCDONALD

3841 GREEN HILLS VILLAGE DR | SUITE 400 NASHVILLE, TN 37215

eflynn@oldacremcdonald.com

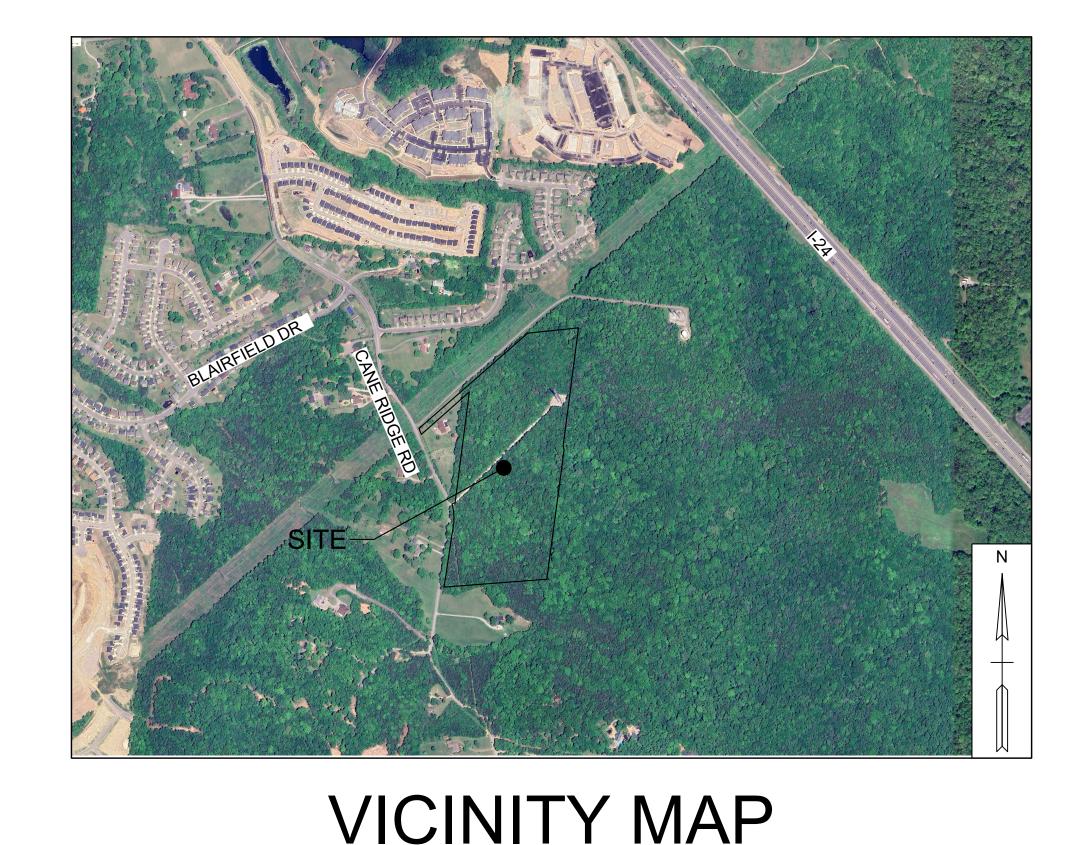
615.269.5444

DESIGN PROFESSIONAL: BARGE DESIGN SOLUTIONS
615 3RD AVENUE SOUTH | SUITE 700

NASHVILLE, TN 37210 DREW HARDISON, PE Drew.Hardison@bargedesign.com

615.252.4296

NOTE:
THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN AREAS
DESIGNATED AS 100 YEAR FLOOD ZONE PER F.E.M.A. MAP 47037C0394H.



NOT TO SCALE

SITE DATA TABLE

EFFECTIVE 4/5/2017.

 SITE ACREAGE:

 PARCEL 34
 30.19 AC. (1,315,207 S.F.)

 PARCEL 194
 9.08 AC. (395,278 S.F.)

 TOTAL ACREAGE
 39.27 AC. (1,710,484 S.F.)

EXISTING ZONING: AR2A
PROPOSED ZONING: SP
FALL BACK ZONING
RESIDENTIAL: RS7.5
TOWNHOMES: RM9

EXISTING LAND USE: VACANT
PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL AND
MULTI FAMILY TOWNHOMES

RESIDENTIAL SUMMARY:
TOWNHOMES 74 UNITS
SINGLE FAMILY RESIDENCE: 58 UNITS
TOTAL UNITS: 132 UNITS

AVERAGE LOT SIZE: 6,220 S.F.

NATURAL OPEN SPACE:

TOTAL OPEN SPACE

OPEN SPACE

(CONSERVATION / TREE PRESERVATION)
PASSIVE OPEN SPACE: 10.39 AC (26.5%)
(INCLUDING BUFFERS)

15.29 AC (38.9%)

25.68 AC (65.4%)

PROPOSED DENSITY:
PROPOSED FAR:

IMPERVIOUS SURFACE
TOWNHOMES:
COMMUNITY SPACE:
SINGLE FAMILY:
ROADS/SIDEWALKS/DRIVES:

ISR (TOTAL SITE CALCULATION)
DISTRICT 1:
DISTRICT 2:

PARKING REQUIRED:

PARKING PROVIDED:
TOWNHOME
(2 SPACES / UNIT)
SINGLE FAMILY RESIDENCE
(2 SPACES / UNIT)
AMENITY / CLUBHOUSE
(SURFACE PARKING)
TOTAL PARKING PROVIDED

3.5 UNITS/Ac.

110,704 S.F. 24,701 S.F. 252,545 S.F.

252,545 S.F. 204,192 S.F. 592,145 S.F. (13.59 AC)

0.70 0.70

PER METRO CODE REQUIREMENTS

148 SPACES 116 SPACES

17 SPACES

281 SPACES

INDEX OF DRAWINGS

SHEET NO. **DESCRIPTION COVER SHEET EXISTING CONDITIONS** SITE LAYOUT PLAN LOT DATA TABLES **OVERALL SITE GRADING & UTILITIES COVER SHEET** PAGE 7 TABLE OF CONTENTS PAGE 8 **EXISTING CONDITIONS** PAGE 9 LAND USE CONTEXT PAGE 10 **BULK REGULATIONS** PAGE 11 **BULK REGULATIONS** PAGE 12 **ADDITIONAL REGULATIONS & NOTES**

CONTACTS

DEVELOPER

OLDACRE MCDONALD, LLC 3841 GREEN HILLS VILLAGE DRIVE, SUITE 400 NASHVILLE, TN 37215

ERIC FLYNN 615.269.5444

DESIGN PROFESSIONAL

BARGE DESIGN SOLUTIONS
615 3RD AVENUE SOUTH | SUITE 700
NASHVILLE, TN 37210
615.269.5444
CONTACT: DREW HARDISON, PE

PURPOSE NOTE

THE PURPOSE OF THIS SP IS FOR PRELIMINARY SITE PLAN APPROVAL FOR 132 SINGLE FAMILY LOTS AND TOWNHOMES.

ADA NOTE

FEDERAL COMPLIANCE: ALL DEVELOPMENT WITHIN THE BOUNDARIES OF THIS PLAN MEETS
THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT;
ADA: HTTPS://WWW.ADA.GOV/
U.S. JUSTICE DEPARTMENT:
HTTPS://WWW.JUSTICE.GOV/CRT/HOUSING/FAIRHOUSING/ABOUT_FAIRHOUSINGACT.HTM

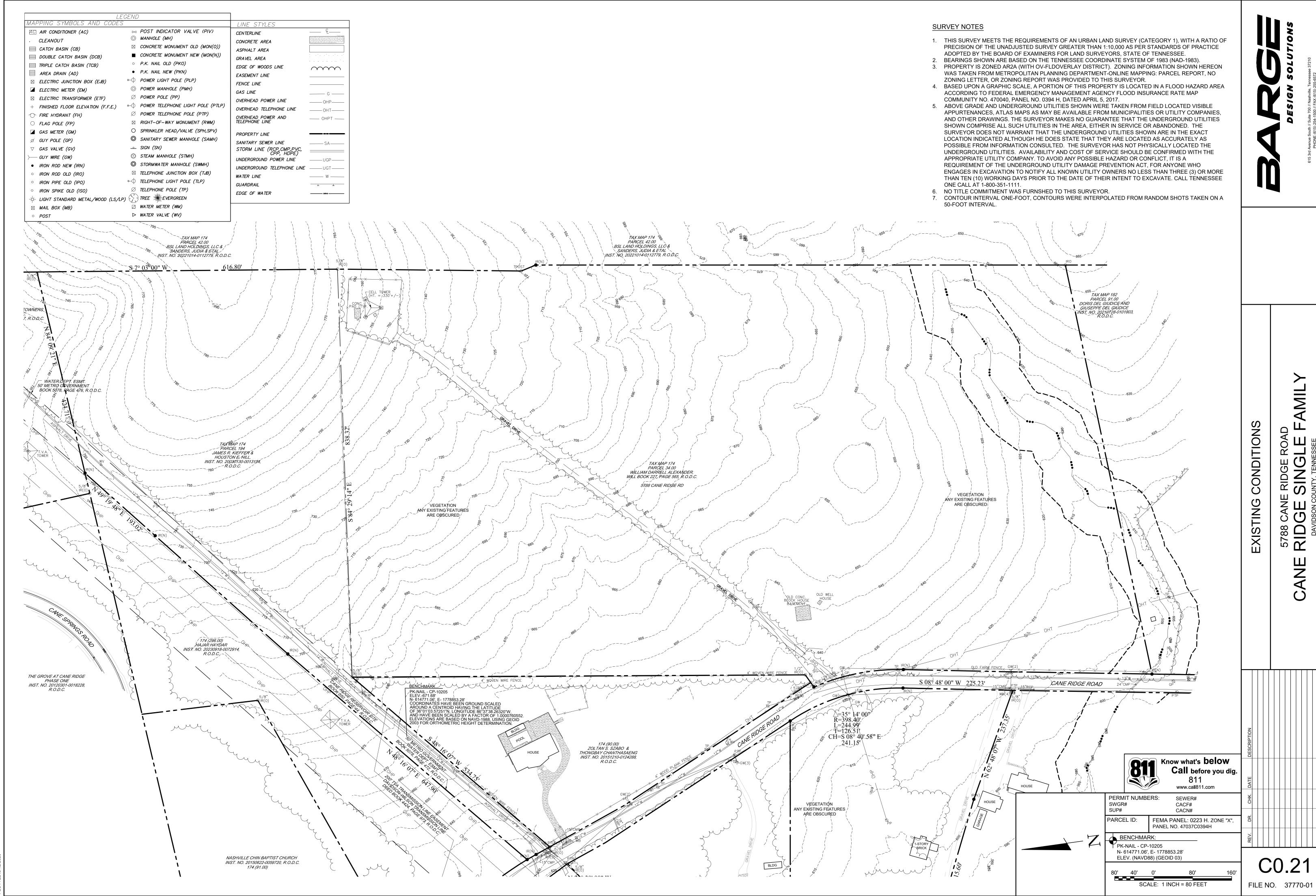


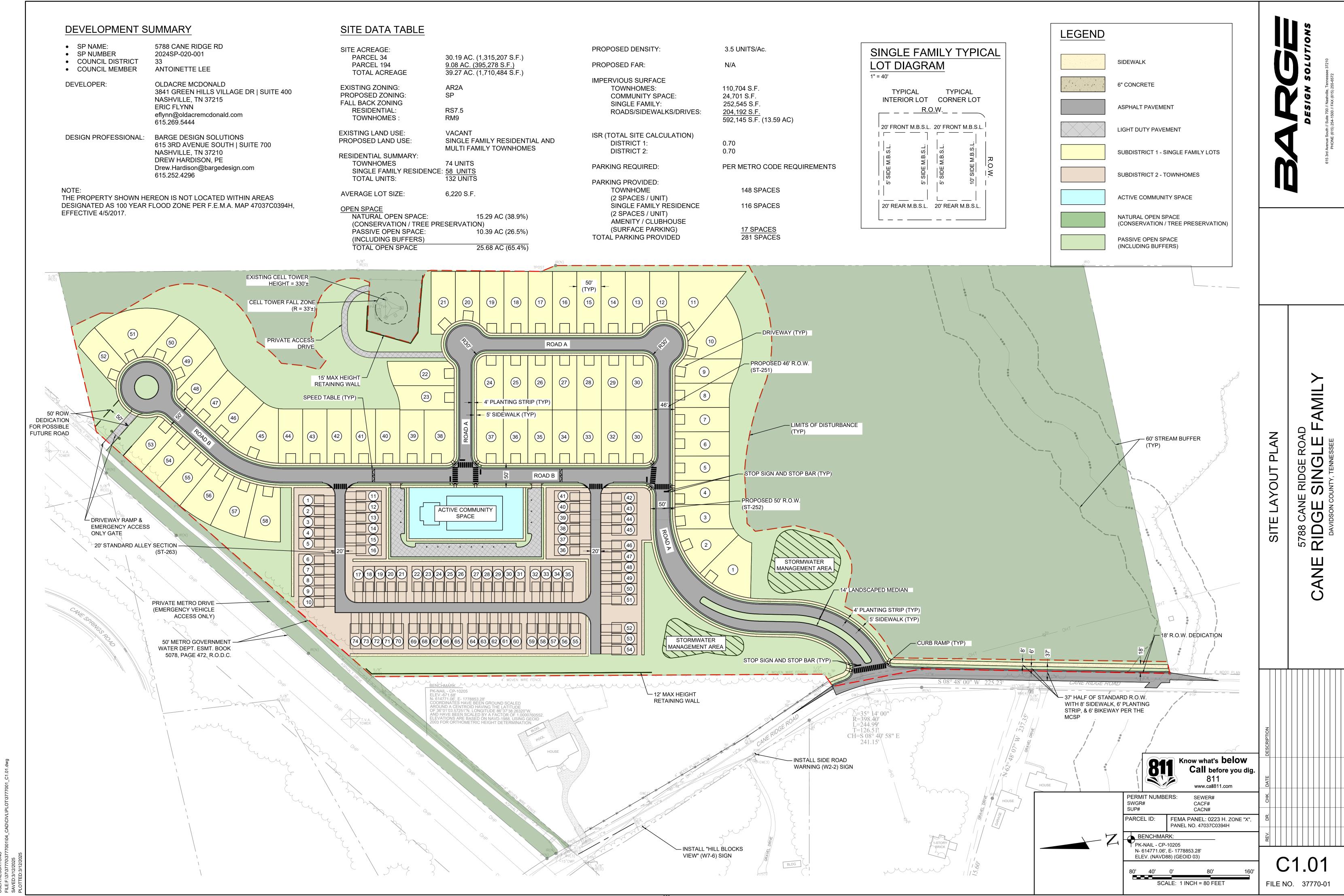


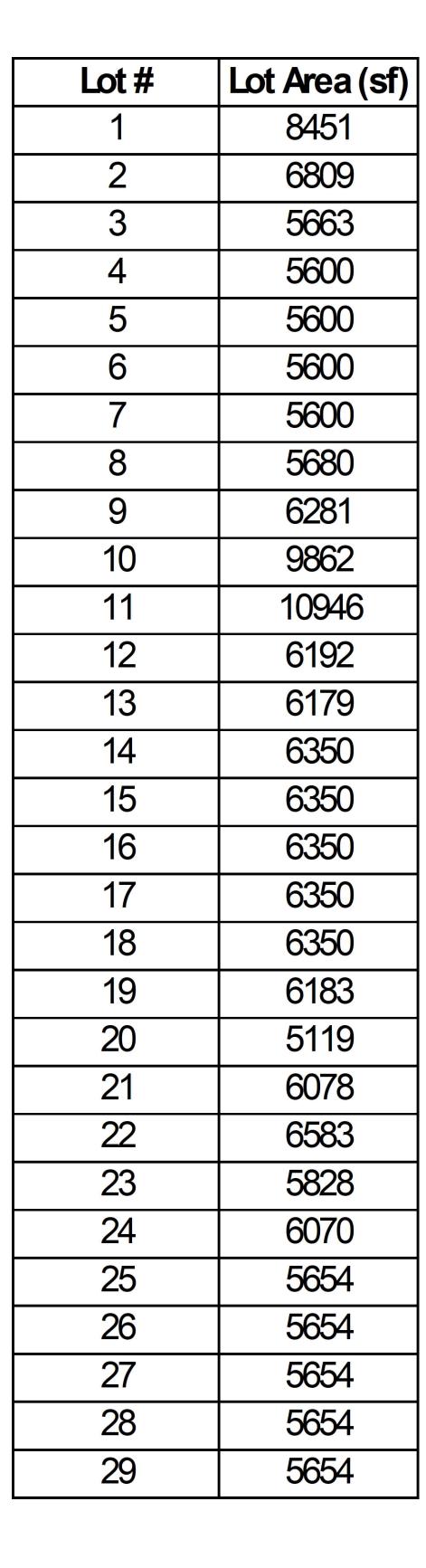
615 3rd Avenue South // Suite 700 // Nashville, Tennessee 37210 Phone (615) 254-1500 // Fax (615) 255-6572

USER:RESURYONO FILE:F:\37\37770\3777001\04_CAD\CIVL\PLOT\377 SAVED:3/12/2025

CO.00
PROJECT No. 37770-01







Lot#	Lot Area (sf)
30	6070
31	5991
32	5654
33	5654
34	5654
35	5654
36	5654
37	5991
38	6762
39	5500
40	5500
41	5500
42	5500
43	5500
44	5500
45	8250
46	5604
47	5603
48	5945
49	5265
50	5223
51	11251
52	5243
53	5584
54	5600
55	5915
56	6994
57	6994
58	6884

DESIGN SOLUTIONS

5788 CANE RIDGE ROAD
CANE RIDGE SINGLE FAMILY

DAVIDSON COUNTY, TENNESSEE

LOT AREA TABLES

CHK. DATE DESCRIPTION

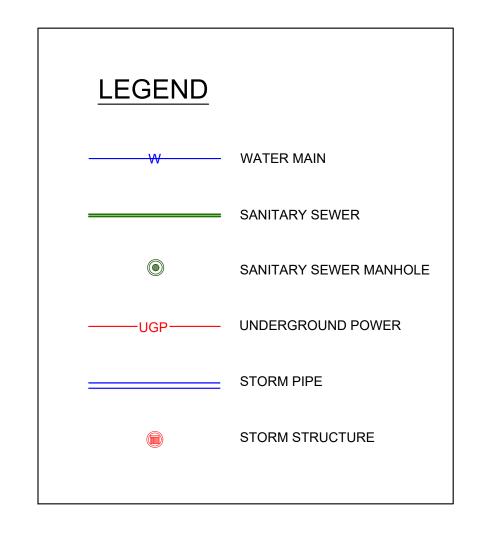
C1.02
FILE NO. 37770-01

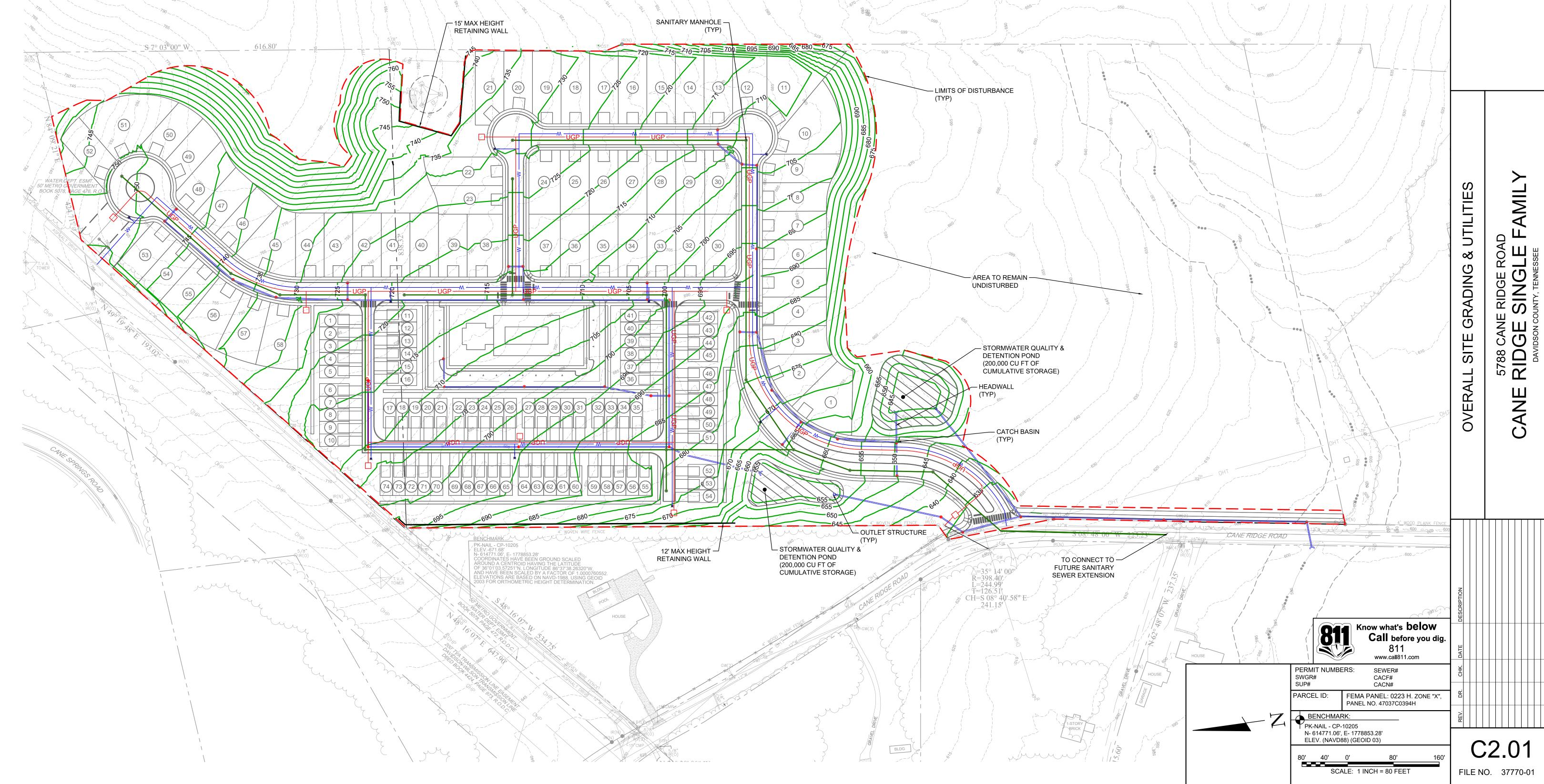
NOTE

LOT SIZES MAY VARY AT FINAL SP.

GRADING AND DRAINAGE NOTES

- 1. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO.78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER S
- 2. DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT, AS IT PERTAINS TO STORM WATER APPROVAL/COMMENTS ONLY. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE STORM WATER REGULATIONS AT THE TIME OF THE FINAL APPLICATION
- 3. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE AND INSPECT ANY STORM WATER FACILITIES WITHIN THE PROPERTY.
- 4. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORM WATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15" RCP).
- 5. FINAL WATER QUALITY AND DETENTION SYSTEMS WILL BE DETERMINED DURING FINAL SITE PLAN REVIEW.







(Inclusive of parcels 17400003400 & 17400019400)

Case No. 2024SP-020-001





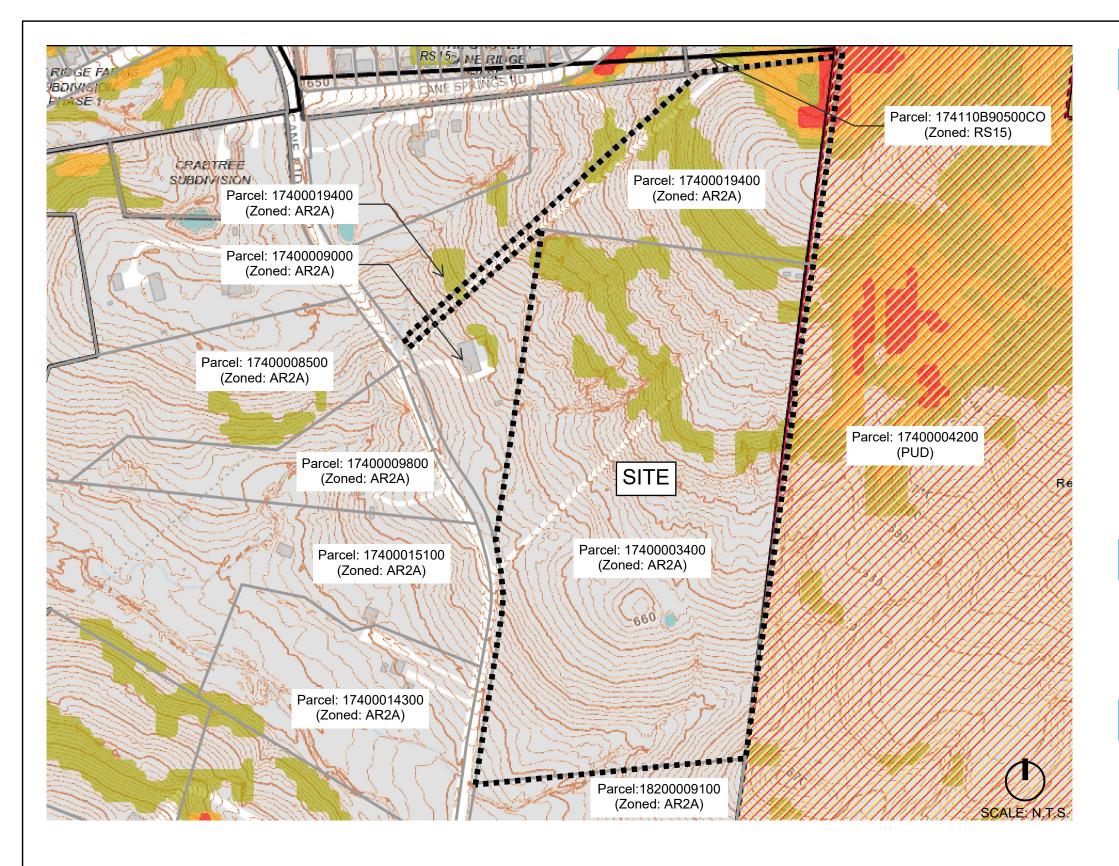
TABLE OF CONTENTS

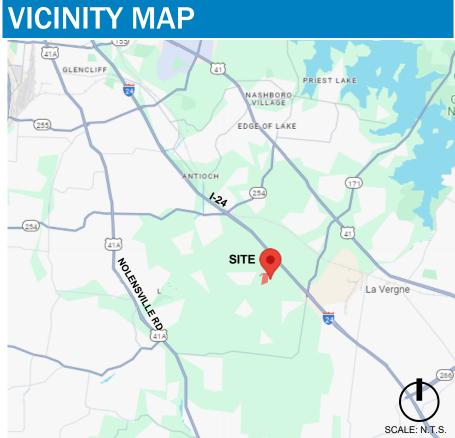
SITE INFORMATION

- **Existing Conditions**
- Land Use Context

PROPOSED PLAN

- 10 Bulk Regulations Subdistrict 1
- 11 Bulk Regulations Subdistrict 2
- **12** Additional Regulations + Notes





SITE DATA

39.27 Acreage -Current Zoning -AR2A

SLOPE LEGEND

15-20% Slopes

20-25% Slopes

25+% Slopes





LEGEND

Adopted CCM

CO Conservation CI Civic

OS Open Space

T3 NM Suburban Neighborhood Maintenance

T3 NE Suburban Neighborhood Evolving T3 CC Suburban Community Center

T3 CM Suburban Mixed Use Corridor

D IN District Industrial

Water

Major and Collector Street Plan

Arterial-Boulevard Scenic Arterial-Boulevard

Collector-Avenue

■ ■ Planned Collector Avenue

T3 - NE Suburban Neighborhood Evolving

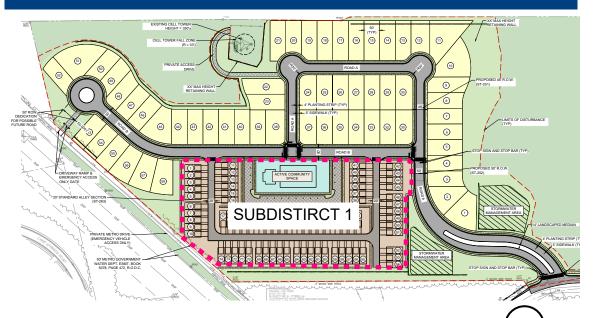
The subject property is currently zoned AR2A. This SP application seeks to allow for housing while providing conservation land, in accordance with the T3 Neighborhood Evolving policy. This SP is intended for two sub-districts. Subdistrict 1 will be for townhomes with a fall-back zoning of RM9. Subdistrict 2 will be for single-family building types with a fall-back zoning of RS7.5, though it will allow 5,000 SF minimum lots consistent with conservation subdivision standards. This lot size is typical for other existing subdivisions located within the vicinity developed as cluster lot subdivisions.

The development includes 16.25 acres of undisturbed land to achieve the community's desire to retain existing natural landscape. The property will be accessed along the Cane Ridge Road frontage. A buffer of natural open space that consists of existing wooded vegetation will be preserved between the Cane Ridge Road frontage and the development.

Within the T3 Neighborhood Evolving policy designation, design-based zoning containing single-family detached residences is permitted. The proposed development is appropriate for the site and serves as a transition from the adjacent high-density developments in the immediate vicinity and fulfills the community goals of preserving natural landscapes.



SUBDISTRICT 1



SCALE: N.T.S.

BULK REG	ULATIONS
"Subdistrict 1" Uses	Townhomes (Multifamily)
Density	74 Townhomes
ISR (Total Site)	0.70
General Maximum Building Height	3 Stories (within 45')
Front Setback	Min. 5' from ROW
Min. Building Seperation	10'
Side/Rear Setback	5' min from property Line
Parking Requirements	Per Metro Code
Raised Foundations ¹²	18 in. to 36 in. Max
Fall-back Zoning	RM9

DULL DEALL ATIONS

- 1 With the exception of accessible units, topographically challenged units may result in raised/lowered foundations at such locations exceeding the 36" max foundation height.
- 2 Screening is required when raised foundations exceed 36" along public streets. Maintaining ADA access to units in order to meet fair housing requirements shall preempt this requirement.

STANDARDS

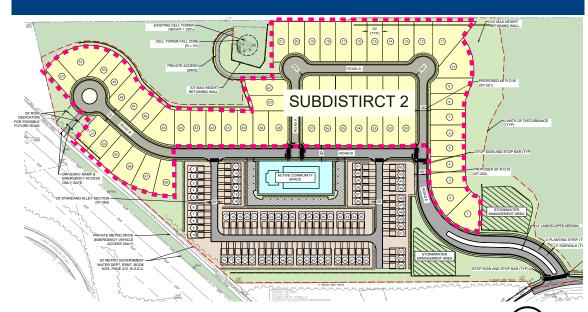
- 1. Residential structures shall be oriented to a private street where possible. When not possible, residential structures may be oriented towards internal open space common areas.
- 2. Buildings shall provide a functional entry onto the street/ sidewalk network or other common space to promote activity at the street level/ amenity area. Residential units fronting a public street or green space shall provide a connection/ entrance to the public or private sidewalk from the porch or stoop. Corner units must include primary pedestrian entrances and facaderequirements along both public street frontages.
- 3. The following design standards shall apply:
- a. Building facades fronting a street shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing.
- b. Windows shall be vertically oriented at a ratio of 1.5:1 or greater. Planning staff may allow modifications to this standard for dormers, decorative windows, clerestory windows, egress windows, storefronts, curtain walls and other special conditions.
- c. Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass or materials substantially similar in form and function,unless otherwise approved on detailed building elevations included with the preliminary SP.
- d. Porches shall provide a minimum of 5 feet of depth.
- e. A raised foundation of 18"-36" is required for all residential structures.
- 4. Refuse collection and recycling facilities shall be screened from views from the public way through the combined use of fences, walls and landscaping in accordance with Metro Code standards.
- 5. Townhome units shall accommodate a minimum of parking space for 2 cars.
- 6. Maximum height allowance is based upon pitched roofs

ACCESS & PARKING

- 7. Surface parking shall be located towards the interior of the site or be screened by landscaping.
- 8. All parking regulations to meet Metro Code.



SUBDISTRICT 2



\leftarrow)
SCALE	N.T.S

BULK REG	ULATIONS
Uses	Single-Family
Density	3.06 (du/ac)
ISR	0.70
Maximum Building Height	3 Stories / 45 ft
Front Setback	Min. 20' from ROW
Side Setback Rear Setback	5' from property Line 20' from property Line
Parking Requirements	Per Metro Code
Raised Foundations ¹²	18 in. to 36 in. Max
Fall Back Zoning	RS7.5
Conservation Area	+/- 12.17 Acres

- 1. With the exception of accessible units, topographically challenged units may result in raised/lowered foundations at such locations exceeding the 36" max foundation height.
- Screening is required when raised foundations exceed 36" along public streets.
 Maintaining ADA access to units in order to meet fair housing requirements shall preempt this requirement.

STANDARDS

- 1. The following design standards shall apply:
 - a. Building facades fronting a public street shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing on all stories of facades facing a public street.
 - b. Windows shall be vertically oriented at a ratio of 1.5:1 or greater. Planning staff may allow modifications to this standard for dormers, decorative windows, clerestory windows, egress windows, storefronts, curtain walls and other special conditions.
 - c. Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.
 - d. Porches shall provide a minimum of 5 feet of depth.
 - e. A raised foundation of 18"-36" is required for all residential structures fronting toward a public or private street fronting toward a public or private street.
- 2. Refuse collection and recycling facilities shall be screened from views from the public way through the combined use of fences, walls and landscaping in accordance with Metro Code standards.
- 3. Height shall be measured from the average elevation (4 most exterior corners) at the finished grade to the midpoint of the primary roof pitch or to the top of the parapet for a flat roof.
- 4. For units with two street facing facades the non-primary facade shall have architectural detailing such as glazing, additional entrances, wrap around porches, etc. to provide architectural details along both street facing facades.

ACCESS & PARKING

5. All parking regulations to meet Metro Code.

LANDSCAPE STANDARDS

6. A standard C landscape buffer yard as per Chapter 17.24 Article IV Landscape Buffer Yard Requirements shall be required along the perimeter of the development when perimeter lots are reduced in size from the minimum lot size required by the base zoning district. If all perimeter lots meet the minimum size of the base zoning, no landscape buffer yard is required.



ADDITIONAL REGULATIONS + NOTES

Specific Plan Notes

- 1. The purpose of this SP is to permit up to 58 residential lots and 74 townhomes.
- 2. For any development standards, regulations and requirements not specifically shown on the SP plan and/or included as a condition of Council approval, the property shall be subject to the standards, regulations, and requirements of the RS7.5 & RM9 base zoning designations as of the date of the application request or
- 3. STRP uses, both owner occupied and non-owner occupied, shall be prohibited.
- 4. 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 the 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.

FEMA Note:

5. This property is not located within areas designated as 100 year flood zone per F.E.M.A map 47037C0394H, effective 4/5/2017.

NDOT Notes:

- 6. The final site plan/building permit shall depict the required public sidewalks, any required grass strip or frontage zone, and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of Use and Occupancy Permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Where feasible, vertical obstructions are only permitted within the required grass strip or frontage zone.
- 7. Roadway Improvements that are a direct result of this specific project or as determined by an approved Traffic Impact Study and the Department of Public Works shall be constructed.
- 8. Any required right-of-way within the project site that is identified as necessary to meet the adopted Major and Collector Street Plan (MCSP).
- 9. The developer's final construction drawings shall comply with the design regulations established by the Nashville Department of Transportation (NDOT), in effect at the time of the approval of the preliminary development plan or final development plan or building permit, as applicable. Final design may vary based on field conditions.

- 10. All construction within the right of way shall comply with ADA and NDOT Standards and Specifications.
- 11. There shall be no vertical obstructions (signs, power poles, fire hydrants, etc.) within the proposed sidewalks. Where feasible, vertical obstructions shall be relocated out of the proposed sidewalks, where applicable.
- 12. If sidewalks are required then they should be shown on the plans per MCSP and NDOT standards and specs.
- 13. Submit copy of ROW dedications prior to bldg, permit sign off.
- 14. Development is to have a dumpster and recycling container(s), and/or curbside pick-up serviced by a private hauler.
- 15. ADA curb ramps shall be provided at the intersections and at the proposed connection with Cane Ridge Rd
- 16. The final site plan/building permit site plan shall depict any required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within any required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of any required sidewalk. Vertical obstructions are only permitted within any required grass strip or frontage zone.

Fire Marshall Note:

- 17. No part of any building shall be more than 500ft. from a fire hydrant via a hard surface road. Metro Ordinance 095-1541 Sec. 1568.020 B
- 18. All fire department access roads shall be 20 feet minimum width and shall have an unobstructed vertical clearance of 13.5 feet.
- 19. All dead-end roads over 150 ft. in length require a turnaround, this includes temporary turnarounds.
- 20. A fire hydrant shall be provided within 100 ft. of any fire department connection, if applicable.
- 21. Fire hydrants shall be in-service before any combustible material is brought on
- 22. 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.

Stormwater Note:

- 23. Any excavation, fill, or disturbance of the existing ground elevation must be done in accordance with Stormwater Management Ordinance No. 78-840 and approved by the Metropolitan Department of Water Services.
- 24. Metro Water Services shall be provided sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace, and inspect any stormwater facilities within the property.
- 25. Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval/comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.
- 26. Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual. (Minimum driveway culvert in Metro ROW is 15" RCP.)
- 27. Project intent is to be redeveloped per the requirements of Volume 5 (LID) of the Stormwater Manual. Detention will be provided or post developed runoff will be less than predeveloped runoff due to LID implementation.

Federal Compliance:

28. All development within the boundaries of this plan will meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.

Development Notes:

- 29. The final site plan/building permit site plan shall depict any required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within any required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of any required sidewalk. Vertical obstructions are only permitted within any required grass strip or frontage zone.
- 30. Signage shall comply with Title 17 Zoning Code
- 31. Lighting type, height, and illumination levels shall be per Zoning Code.
- 32. Landscaping and tree density requirements shall be per Metro Zoning Code



SUBSTITUTE ORDINANCE NO. BL2025-753

An ordinance to authorize building material restrictions and requirements for BL2025-752, a proposed Specific Plan Zoning District for properties located at 5788 Cane Ridge Road and Cane Ridge Road (unnumbered), approximately 285 feet southeast of Cane Ridge Road (39.27 acres) to permit 420 58 single family lots and 74 townhome multi-family dwelling units, all of which is described herein (Proposal No. 2024SP-020-001). THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS.

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

Section 1. That the following building material restrictions and requirements as a part of BL2025-752, a proposed Specific Plan Zoning District located at 5788 Cane Ridge Road and Cane Ridge Road (unnumbered), approximately 285 feet southeast of Cane Ridge Road (39.27 acres), are hereby authorized:

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

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

INTRODUCED BY:	
Antionette Lee	
Member of Council	

AMEN	IDMENT	NO
		INO.

TO

ORDINANCE NO. BL2025-780

Madam President -

I hereby move to amend Ordinance No. BL2025-780 as follows:

I. By amending Section 1 as follows:

Section 1. That Section 16.24.030 of the Metropolitan Code of Laws is amended by deleting the definition of "Family" and replacing it with the following:

"Family" means for purposes of this chapter:

- 1. An individual; or
- 2. Two or more persons related by blood, marriage or law; or
- 3. A group of two or more unrelated persons living together in a dwelling unit, not to exceed four persons in a dwelling unit with three or fewer bedrooms, and not to exceed five persons in a dwelling unit with four or more bedrooms. Such group may include a combination of related and unrelated persons. Persons under the age of 43 18 related to an adult occupant by blood, marriage, or law shall be exempted from the maximum number of allowable unrelated persons.
- II. By amending Section 2 as follows:

Section 2. That Section 17.04.060 of the Metropolitan Code of Laws is amended by deleting the definition of "Family" and replacing it with the following:

"Family" means one of the following:

- 1. An individual, or
- 2. Two or more persons related by blood, marriage or law, or,
- 3. A group of two or more unrelated persons living together in a dwelling unit, not to exceed four persons in a dwelling unit with three or fewer bedrooms, and not to exceed five persons in a dwelling unit with four or more bedrooms. Such group may include a combination of related and unrelated persons. Persons under the age of 13 18 related to an adult occupant by blood, marriage, or law shall be exempted from the maximum number of allowable unrelated persons.
- 4. A group of not more than eight unrelated persons with disabilities including three additional persons acting as support staff or guardians, who need not be related to

each other or to any of the persons with disabilities, residing together in a home in accordance with Tennessee Code Annotated § 13-24-102. For purposes of this subsection, 'persons with disabilities' includes persons with a physical or mental impairment which substantially limits one or more of such person's major life activities, a record of having such an impairment, or being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). For the purposes of this subsection, "persons with disabilities" does not include persons who pose a substantial likelihood of serious harm as defined in Tennessee Code Annotated § 33-6-501, or who have been convicted of serious criminal conduct related to such disability.

- 5. A group of not more than eight unrelated persons over the age of sixty-five, including two additional persons acting as house parents or guardians, living together as a single housekeeping unit.
- 6. Family, as defined herein, is subject to the occupancy limitations in Section 16.24.400.J of the Metropolitan Code of Laws. Where there is a conflict between the definition of family in this section and the overcrowding provisions in Section 16.24.400.J, the more restrictive limitation shall apply.

SPONSORED BY:	
Burkley Allen	
•	
Member of Council	

SUBSTITUTE ORDINANCE NO. BL2025-799

An ordinance amending Title 17.37 of the Metropolitan Code of Laws, the Zoning Ordinance of the Metropolitan Government of Nashville and Davidson County, to update the Downtown Code's Bonus Height Program (BHP) and Outdoor Space general standards, and to make other minor housekeeping amendments make various changes to the Downtown Code (DTC), all of which is described herein (Proposal No. 2023Z-003TX-001).

WHEREAS, The Council of The Metropolitan Government of Nashville and Davidson County adopted the Downtown Code (DTC) on February 2, 2010; and

WHEREAS, The Metropolitan Government recognizes the importance of updating, clarifying, and refining the Downtown Code (DTC) standards to encourage high quality, sustainable urban development; and

WHEREAS, the DTC standards provide opportunities for businesses to thrive, while enhancing the character of Downtown through mixed-use development, housing choices, and commercial and entertainment opportunities; and

WHEREAS, the refinement of the DTC standards will continue to ensure a quality urban experience for the citizens and businesses of Metropolitan Nashville and Davidson County; and

WHEREAS, the DTC requires updates from time-to-time as Downtown continues to grow and evolve as a collection of neighborhoods; and

WHEREAS, the updated Bonus Height Program (BHP) better aligns incentives with current public and private needs, with an emphasis on sustainability, historic preservation, and active transportation; and

WHEREAS, the Downtown Market Study and stakeholder feedback supports the proposed changes, including an increased focus on higher-quality public benefits and updated regulations to reflect current priorities; and

WHEREAS, the proposed amendments reflect a comprehensive two-year effort of public engagement, internal and external analysis, and coordination with various stakeholders, including the development and design communities.

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

Section 1. That Section 17.37 of the Metropolitan Code of Laws is hereby amended by replacing the Open Space and Bonus Height Program subsections of deleting the Downtown Code (DTC) in its entirety and replacing it with Appendix Exhibit A, which makes housekeeping changes, replaces the open space general standards with outdoor space general standards, revises the Bonus Height Program (BHP), and adds electric vehicle parking standards.

Section 2. To allow for DTC development proposals currently in later design phases to advance as planned, projects shall be able to utilize either the 2010 BHP (as was in effect prior to the effective date of this ordinance) or the 2025 BHP (as amended by the passage of this ordinance) for a period of one year, following the effective date of this ordinance, subject to the following:

 This choice shall not be construed as a right in perpetuity to not conform with any future alterations to the DTC.

- Projects proposing to use the 2010 BHP shall submit for Concept Plan approval within six months of the effective date, and the project shall certify its bonus height with the Planning Commission within one year of the effective date.
- Projects that have earned and certified transferrable entitlements pursuant to the 2010 BHP shall be permitted to retain, use, and transfer those entitlements, provided, however, that projects that have certified bonus height under the 2010 BHP but have not constructed during the development vesting periods provided by state statute (and as provided for by the Metropolitan Government in RS2014-1330), such projects shall forfeit any entitlements earned, including transferrable entitlements. If those projects do subsequently proceed, they will need to apply for bonus height again under the 2025 BHP, or under the 2010 BHP if they meet the grace period deadlines described above.
- Mixing and matching between the 2010 BHP and 2025 BHP is not allowed, including, but not limited to, mixing individual bonus options, and utilizing any changes in the bonus height maximums for the property.

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

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

INTRODUCED BY:
Jacob Kupin
Jacob Kupiri

Text Amendment 2023Z-003TX-001 Downtown Code Amendment

Exhibit A

Full DTC Document w/ Proposed Revisions

The following pages include the full DTC document as is currently adopted, with changes proposed as part of this text amendment noted by a red dashed outline. These proposed changes can be found on pages 14, 82, and 88-110.

NASHVILLE DOWNTOWN CODE

Chapter 17.37 of the Metropolitan Nashville and Davidson County Zoning Code

Attachment to Ordinance No. BL2009-586 as adopted on February 02, 2010

Amended by Ordinance No. BL2011-896 as adopted on May 17, 2011

Amended by Ordinance No. BL2012-142 as adopted on May 15, 2012

Amended by Ordinance No. BL2013-376 as adopted on March 19, 2013

Amended by Ordinance No. BL2015-1048 as adopted on April 21, 2015

Amended by Ordinance No. BL2015-1053 as adopted on August 04, 2015

Amended by Ordinance No. BL2015-1253 as adopted on August 18, 2015

Amended by Ordinance No. BL2016-133 as adopted on September 06, 2016

Amended by Ordinance No. BL2017-827 as adopted on August 15, 2017

Amended by Ordinance No. BL2020-334 as adopted on August 21, 2020

Amended by Ordinance No. BL2021-868 as adopted on October 19, 2021

Amended by Ordinance No. BL2021-869 as adopted on October 19, 2021

Amended by Ordinance No. BL2021-923 as adopted on November 16, 2021

Amended by Ordinance No. BL2022-1412 as adopted on November 15, 2022

Amended by Ordinance No. BL2022-1472 as adopted on November 15, 2022

Amended by Ordinance No. BL2024-452 as adopted on August 20, 2024

Document Contact Information

Planning Department staff provides consultations for developing within the Downtown Code.

Call (615) 862-7190 or email planningstaff@nashville.gov to schedule a meeting.



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The Downtown Code and the Downtown Plan

The Downtown Code (DTC) implements the community vision set forth in the Downtown Community Plan: 2007 Update. Through the community planning process, stakeholders reached a common vision for the future of Downtown. The Plan envisions multiple distinct neighborhoods within Downtown, each with its own character and scale, which contribute to the vitality of Downtown as the center of the city and the region.

The DTC regulates the physical form of buildings to ensure each makes a positive contribution to a complete urban environment. By ensuring a specific and predictable urban form, the DTC ensures that all new construction makes a positive contribution to the public realm – streets and open space – and that all investments are held to the same standard.

While the DTC is a regulating document, the Downtown Plan contains placemaking tools and guidelines and should be used as a companion document to the DTC.

The Guiding Principles of the Downtown Plan have directed the standards in the DTC and are as follows:

Ensure that Downtown remains the civic, commercial and entertainment center for Nashville, Middle Tennessee and the Southeast.

- The regulations of the DTC clarify the vision for each neighborhood in Downtown. Under the DTC, certain areas are allowed to have high-rise towers, while others are zoned for neighborhood-scale development, while still others are allowed to be more transitional with support uses necessary to sustain urban business.
- In recent years, nearly all projects in Downtown have sought rezoning or variances to existing zoning. The DTC alleviates this need by allowing significantly greater development rights, in forms based on construction norms and urban design objectives, than existing zoning. The DTC also allows the modification of standards for site-specific issues.

Provide opportunities for continued growth while preserving and enhancing the character that inspires residents and businesses to move Downtown.

- The Downtown Plan called for areas of increased height and density within Downtown. The Plan extended the boundaries of the Core – the tallest and most intense neighborhood – and provided guidance regarding additional height in other neighborhoods. The DTC codifies these opportunities in the subdistrict standards for these neighborhoods.
- Similarly, the Downtown Plan acknowledged the difficulty of developing within the sky exposure plane in some neighborhoods. The DTC modified the allowable form of buildings by allowing additional height at the street in exchange for an overall height-cap. The result is that properties, and

- thus neighborhoods, will have the same intensity as in CF zoning but in a form that is aligned with typical construction methods and creates a more predictable urban environment.
- The form and shape of development under CC and CF zoning is unpredictable. The DTC provides clear direction on minimum development and maximum development. For instance, the Gulch is zoned for a specific character, while Sulphur Dell is zoned for something different. This ensures certainty about the character and scale of development in each neighborhood.
- In an urban environment, the street level design and function of a building is of the utmost importance. The interaction of the building with the street should enliven the street, making it comfortable, safe and interesting for pedestrians. The DTC is based on frontage design storefront, stoop, porch, industrial, and civic and includes standards on glazing, vehicular access, landscaping, and active uses on the ground level. Correctly designed, these attributes will contribute to safe and interesting streets to result in vibrant neighborhoods and a healthy Downtown.
- A safe and interesting urban environment attracts people. People who feel comfortable in Downtown

 enjoying available activities, prospering from the businesses and services, and lingering in the spaces and places - want to be Downtown. The DTC fosters this desirable urban environment through the attention to pedestrian-oriented design, appropriate scale and massing, and neighborhood creation.

Create strategic mixed use to facilitate Downtown's transformation into a 24/7 community.

The Downtown Code and the Downtown Plan

- The Plan calls for a "thoughtful mixture of uses including residential, retail and office, to ensure that Downtown doesn't close at 5 p.m. or even after the concert ends or the restaurants close, but is instead a welcoming home for a diverse residential population." Multiple stories encourage multiple uses within each building, increasing the likelihood that one of the uses will be active at any given hour. Compare this to one story buildings which lack activity during the off-hours of the single use.
- To be viable, Downtown must accommodate numerous services and functions. By promoting form over use, the DTC allows for a mixture of uses. Because various functions occur at different times of the day – working, shopping and recreating during the day, entertainment and home-life at night – mixed-use, 24/7 neighborhoods use existing infrastructure more efficiently and function in a more sustainable way.

Create and nurture urban neighborhoods.

- As stated in the Plan, "While residential development has flourished in recent years, the creation and enhancement of urban neighborhoods is still a goal. Residential living will thrive in Downtown when residents feel that they are part of a neighborhood, supported by shared public spaces and the services and amenities needed for daily life." The DTC directly addresses the development characteristics of neighborhood design: building mass and scale, frontage design, and open space design
- To create these distinctive urban neighborhoods, the DTC aligns the regulations of each subdistrict with the intended character of the neighborhood. For instance, the South Gulch is envisioned to continue as a high-rise and mid-rise, mixed-use neighborhood. The DTC codifies mid-rise height in the general subdistrict and allows high-rise buildings on key intersections and along important streets. In contrast, the North Gulch is envisioned to be a low-rise neighborhood - to preserve Capitol views and transition into the Hope Gardens and John Henry Hale neighborhoods. The DTC codifies this vision by capping the overall height, allowing for less intense development such as two story houses and townhouses, and encouraging porch and stoop frontages. These are two examples of how the DTC aligns the zoning of neighborhoods with the vision cast during the community planning process.

"Since 2000, Downtown has experienced an unprecedented residential boom. In 2000, there were approximately 1500 dwelling units in Downtown. As of 2006, over 2600 new residential units were under construction, planned or proposed...Since 2000 there has been over \$500 million in capital investments in residential construction, with another \$400 million planned or proposed." In addition, "since 2000, Downtown office building development has grown modestly with \$140 million of development completely or under construction." These strong numbers increase the viability of Downtown. To continue this good momentum, the emphasis must be on place-making as well as development. The DTC encourages the creation of mixed-use, sustainable neighborhoods that have flexibility to address the needs of citizens over time.

Create active, attractive streets and streetscapes.

- "...the Downtown Plan encourages walking as a
 primary mode of transportation in Downtown.
 Walking is encouraged in the Downtown Plan
 by making the walk safe, interesting, and
 comfortable..." Streets are the most plentiful
 open space in Downtown and should prioritize
 the pedestrian experience while appropriately
 accommodating vehicular traffic. The DTC
 emphasizes frontage design, requires active ground
 level uses, and sets standards for vehicular activity.
- The DTC prioritizes the location of vehicular access points per street type – Primary, Secondary, Tertiary, Other, and Alley. By prioritizing, instead of regulating, the DTC allows flexibility for site-specific solutions to be reached in collaboration between the developer and Metro departments.
- While the DTC sets standards on the development of private property, active and attractive streets must be created by a collaborative process with all Metro Departments. As development proposals are offered, Metro will retain a commitment to creating a strong pedestrian-oriented urban environment. "As Downtown becomes home to many of its workers, and mass transit options into Downtown improve, providing welcoming routes for pedestrians will provide benefits in terms of improved mobility and reduced traffic congestion."

The Downtown Code and the Downtown Plan

 The DTC references the Downtown Streetscape Design Guidelines, and the Major and Collector Street Plan created by Metro Public Works and Metro Planning, and requires their use.

Protect and reuse historic structures and districts.

- The DTC has a subdistrict for 2nd Avenue and Lower Broadway that reinforces the historic zoning overlay for these streets. To encourage the adaptive reuse of the historic structures, this subdistrict is eligible for transfer of development rights through the Bonus Height Program.
- The creation of the Core Historic subdistrict encourages the preservation of the existing historic buildings between 3rd and 5th Avenues North, while allowing for appropriately scaled and appropriately detailed infill.
- The creation of the Rutledge Hill subdistrict encourages the preservation of the existing historic buildings in this historic residential area, while allowing for appropriately scaled and appropriately detailed infill.
- During the community planning process, the
 preservation of views to the Capitol building was
 identified as important to the development of
 neighborhoods north of Capitol Hill. The maximum
 building heights in subdistricts north of Capitol
 Hill are limited to the elevation of the base of the
 Capitol building to ensure this that this important
 civic view is preserved.

Create environmentally sustainable and energy efficient development.

- In order to meet the sustainability goals of the Downtown Plan and to achieve Metro Government's vision of Nashville as the greenest city in the US, the DTC encourages urban infill and energy efficient development.
- efficient than green-field development because it utilizes existing streets and infrastructure. By emphasizing mixed-use, walkable neighborhoods within Downtown, the DTC reinforces Metro Government's commitment to sustainability and responsible use of resources. Part of being sustainable is using existing under-utilized infrastructure water lines, sewer lines, electricity, and streets in lieu of creating new infrastructure and continuing green-field consumption.

- Location, however, does not ensure sustainability. The creation of the DTC emphasizes the need for a denser Downtown to provide citizens with all daily needs within walking distance, the need for buildings that can be adapted for new uses over time, the preservation and adaptive reuse of existing buildings, and the addition of street trees and open spaces.
- In addition to encouraging sustainable urbanity, the DTC encourages the measurement of energy efficient development through the US Green Building Council's LEED program. (LEED may be substituted for a different nationally-recognized, third-party system of overseeing green building and/or sustainable development practices.)
- The Bonus Height Program of the DTC provides height bonuses for new construction that meets the standards of LEED silver, gold or platinum. LEED takes credits a project for its urban environment, but also for the sustainability of the building itself. The public benefit associated with LEED certification is significant. The lighter the building treads on the infrastructure of the city, the lighter the burden on the city to maintain the infrastructure. This helps the city function better as a whole. The bonuses are appropriately scaled for each subdistrict and are offered in exchange for the level of contribution of this important public benefit.

Create "great spaces" throughout Downtown for the enjoyment of citizens and visitors.

- In some areas of Downtown, open space is appropriately scaled and designed for the envisioned intensity of the neighborhood. In most areas, however, open space is dramatically lacking. The DTC identifies ¼ mile radius neighborhoods (about a five minute walk from edge to center) within Downtown to show the open space deficiencies. For every quarter mile neighborhood, there should be at least a quarter acre of well-designed public open space. This open space may be provided by public or private initiatives.
- The Downtown Plan recommended that Downtown have unique types of open space available to meet the needs of citizens. The DTC provides standards for the creation of these open spaces: greens, squares, plazas, courts and pocket parks/ playgrounds. The open spaces will serve as important "great spaces" to help create the vital and functioning neighborhoods envisioned by the

The Downtown Code and the Downtown Plan

Downtown Plan.

 The Bonus Height Program of the DTC provides height bonuses for the development of public open spaces. To be eligible for the height bonus, the development must follow the standards for open space design. The bonuses are appropriately scaled for each subdistrict and are offered in exchange for this important public amenity.

Provide for improved mobility in and through Downtown to support other principles for healthy growth in Downtown.

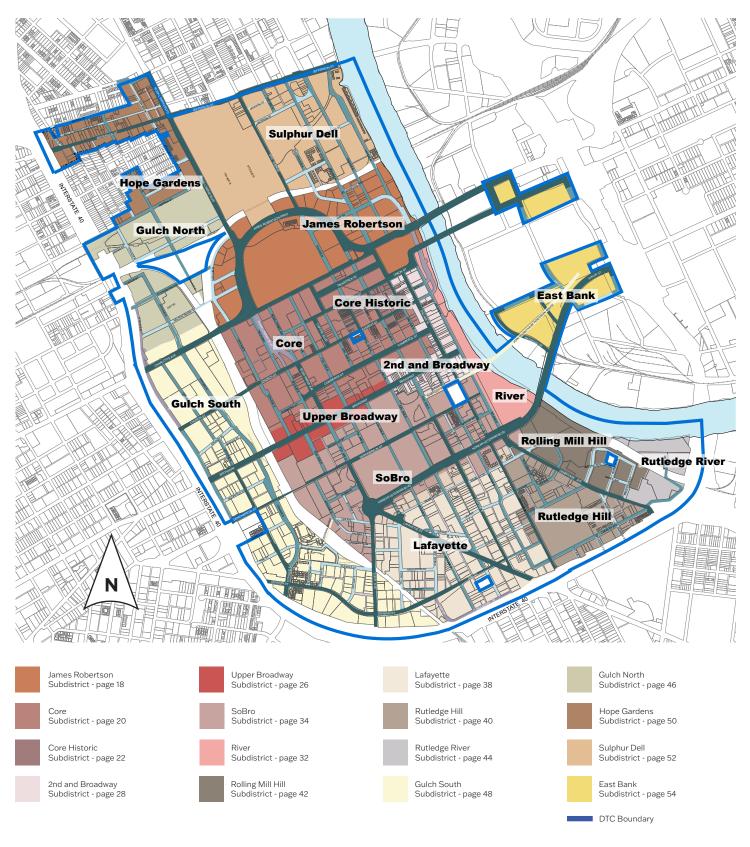
- "The Downtown Plan encourages walking as a primary mode of transportation in Downtown." The DTC standards focus on the interaction between the building and street the frontage of the building to make the pedestrian realm safe, comfortable and interesting. This goal will be reached when public and private entities remain committed to creating a pedestrian-oriented Downtown.
- The Downtown Plan notes that "as Downtown becomes home to many of its workers, and mass transit options into Downtown improve, providing welcoming routes for pedestrians will provide benefits in terms of improved mobility and reduced traffic congestion." While the DTC sets standards on the development of private property, improved transportation options must be created by a collaborative process between the public and private sectors.

The Downtown Plan sets forth the common vision for the future of Downtown, and acknowledges that "the creation of the Downtown envisioned by the community can only be achieved through cooperative efforts of the public and private sectors and through the informed involvement of residents, businesses and investors in Downtown. Adherence to these guiding principles in the development actions of both the public and private sector will create the Downtown Nashville that the community has envisioned – an expanding, vibrant Downtown with opportunities for growth and development that embody the urban experience of a great city." The DTC is one of several tools to strengthen Downtown through public and private investments.

By focusing on the creation of distinctive neighborhoods, pedestrian-oriented development, the DTC reaches toward the goal of an economically healthy, socially vibrant, and sustainable Downtown.

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DTC Regulating Plan: Subdistrict Boundaries



Application of the DTC

General Provisions

If necessary, to adhere to the laws and regulations of Federal, State, or local departments or agencies, the regulations in this chapter may be modified. Such modifications may be approved by the Planning Commission, the DTC Design Review Committee or Planning Staff, in accordance with the Modifications section of this Chapter.

To the extent that the provisions of the Downtown Code is inconsistent or in conflict with the provisions of the Gateway Urban Design Overlay District that is also zoned DTC, the provisions of the DTC zoning shall be controlling; however, any provisions of the Gateway UDO may be used provided that the standards of the DTC zoning are met.

Applicable Chapters and Sections of the Zoning Code

In addition to the standards set forth within this document, the following Chapters and Sections of the Metro Zoning Code shall apply to properties with DTC zoning.

- All of Chapter 17.04 GENERAL PROVISIONS AND DEFINITIONS
- Within Chapter 17.08 ZONING DISTRICTS AND LAND USE TABLES
 - » Section 17.08.010 Zoning districts established.
 - » Section 17.08.020 Zoning districts described.
- All of Chapter 17.16 LAND USE DEVELOPMENT STANDARDS
- Within Chapter 17.20 PARKING, LOADING AND ACCESS
 - » Section 17.20.040 Adjustments to required parking
 - » Section 17.20.050 Handicapped parking.
 - » Section 17.20.060 Parking area design standards.
 - » Section 17.20.070 Queuing requirements for drive-through facilities.
 - » Section 17.20.130 Loading space requirements.
- Within Chapter 17.24 LANDSCAPING, BUFFERING AND TREE REPLACEMENT
 - » Section 17.24.010 Purpose and intent.
 - » Section 17.24.020 Landscape plan required.
 - » Section 17.24.030 Standards for form and quality of plants.
 - » Section 17.24.040 Spacing standards.

- Article II. Tree Protection and Replacement
 - » Section 17.24.090 Removal of protected trees.
 - » Section 17.24.100 Replacement of trees.
 - » Section 17.24.110 Protection of trees during development activities.
 - » Section 17.24.120 Less desirable trees.
 - » Section 17.24.160 Interior planting requirements.
 - » Section 17.24.170 Nonconforming parking areas.
- All of Chapter 17.28 ENVIRONMENTAL AND OPERATIONAL PERFORMANCE STANDARDS
- All of Chapter 17.32 SIGN REGULATIONS
- All of Chapter 17.36 OVERLAY DISTRICTS, except Article XII, Urban Zoning Overlay (UZO) District.
- All of Chapter 17.40 ADMINISTRATION AND PROCEDURES, except as otherwise provided for within this document.

Application of the DTC: How to Use this Document

How to Use this Document

The Downtown Code is organized by Subdistricts and Street Types, as identified on the Regulating Plan.

To determine the standards which apply to a particular property:

- On the Regulating Plan, identify the Subdistrict in which the property is located and on what type of street(s) it fronts.
- Consult the Building Regulations for development standards relevant to the Subdistrict.
- Consult the Use Table for uses allowed in each Area.
- Consult the General Standards section for guidance on development standards for all Subdistricts.

Subdistricts and Areas

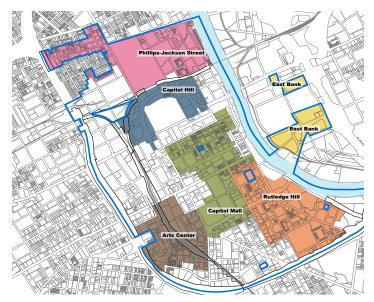
- Downtown Nashville consists of numerous neighborhoods with unique character. The development standards for the DTC are organized by Subdistricts, which establish the zoning of each neighborhood to create or maintain the envisioned character.
- The DTC is divided into 5 Areas (North, South, West, East and Central), which establish the allowed uses.
- The DTC includes General Standards that apply to all Subdistricts.

Regulating Plan

- The Regulating Plan is the official zoning map of the DTC. The Subdistrict boundaries are shown on the series of maps which comprise the Regulating Plan.
- Subdistrict boundaries extend to the centerline of all abutting public street right-of-ways. Any properties not within the subdistrict boundaries of the regulating plan including, but not limited to, rail and river corridors shall be considered an open space subdistrict.
- Unless otherwise regulated by the DTC subdistrict standards, property that is within more than one subdistrict may apply for a minor modification to use the standards of either subdistrict. If the Executive Director of the Planning Department finds that additional consideration is warranted, then the modification request may be submitted to the Downtown Code/MDHA Design Review Committee as a major modification.

Overlapping Plans

Within the area governed by the DTC, there exist other regulations and design guidelines intended to work in conjunction with the DTC. The DTC does not exempt development from complying with the regulations of other Federal, State, and Local departments and agencies. These departments and agencies should be contacted during the development process to address their rules, regulations and policies.



MDHA redevelopment districts.

Application of the DTC: Modifications

Modifications to the Standards

Based on site-specific issues, an applicant may seek modifications to the standards of this document.

Any standard within the DTC may be modified, insofar as the intent of the standard is being met, the modification results in better urban design for the neighborhood as a whole, and the modification does not impede or burden existing or future development of adjacent properties.

The DTC, the Downtown Plan and any other policies and regulations from governing agencies shall be consulted when considering modifications. Any standards that shall not be modified are explicitly noted in this document.

Modifications may be approved by Planning staff, the Downtown Code Design Review Committee (DTC DRC) or the Planning Commission.

- Minor modifications deviations of 20 percent or less – or modifications explicitly noted herein as minor may be approved by Planning Staff.
- Any determination made by the Planning Staff may be appealed to the DTC DRC.
- Major modifications deviations of more than 20 percent – and modifications of standards without numbers may be approved by the DTC DRC. Within MDHA redevelopment districts, the MDHA DRC shall act as the DTC DRC.
- Any determination made by the DTC DRC or the MDHA DRC regarding standards of the DTC may be appealed to the Planning Commission by the applicant or the Planning Department.
- All building permits for modifications authorized by the Planning Staff, DTC DRC, or Planning Commission must be obtained within three years from the date of approval.

Variances and Special Exceptions

Variances and special exceptions that are not specifically for standards of the DTC zoning district shall follow the procedures of Chapter 17.40, Articles VII and VIII of the zoning code. Standards specific to the DTC zoning district may be modified based on the modifications section of this document.

Overall Height Modifications

Prior to reviewing requests for modifications to overall height, the Executive Director of the Planning Department shall determine whether the development proposal has exhausted efforts to use all appropriate bonuses available in the Bonus Height Program. The Executive Director's decision may be appealed to the DTC DRC/MDHA DRC. If it has been determined that all efforts have been exhausted to use the Bonus Height Program, the applicant shall hold a community meeting providing notices to property owners within 300 feet, and the Planning Commission shall review the modification request and may grant, at its discretion, additional height for exceptional design, including but not limited to unique architecture, exceptionally strong streetscape, contribution to the skyline, improvement of the project's relationship to surrounding properties, and improvement to the character of the neighborhood. In some instances, consideration may be given where a project results in implementation of significant community improvements (e.g. quality open space, upgrading public infrastructure, or others determined by the policies of Metro departments) and/or contributes to the implementation of community improvements determined by the policies of Metro departments.

Application Process

The DTC DRC shall review and approve a DTC Concept Plan for a site prior to approval of a DTC Final Site Plan. A recommendation from the Nashville Department of Transportation and Multimodal Infrastructure shall be required for a DTC Concept Plan.

- The DTC, the Downtown Plan, other policies, official guidelines (such as the Downtown Code Design Guidelines), regulations from governing agencies, and other best practices shall be consulted when considering a DTC Concept Plan. No standard within the DTC shall relieve a project of the review process associated with a Concept Plan application.
- Modifications shall be requested concurrently with the DTC Concept Plan.
- Within MDHA redevelopment districts, the MDHA DRC shall act as the DTC DRC and final MDHA approval shall act as the DTC Concept Plan.
- Any determination made by the Planning Staff may be appealed to the DTC DRC. Any determination made by the DTC DRC or the MDHA DRC regarding standards of the DTC may be appealed to the Planning Commission by the applicant or the Planning Department.

Application of the DTC: Design Review and Compliance

Design Review Committee

The DTC DRC is subject to the rules and procedures adopted by the Planning Commission. The DTC DRC will consist of eight (8) voting members.

One member shall be nominated by each of the following with confirmation by the Planning Commission:

- Chamber of Commerce
- Civic Design Center
- Downtown Partnership
- Urban Residents Association

One member shall be appointed by the following:

- Mayor
- Vice-Mayor, on behalf of the Metro Council
- Historic Commission
- Planning Commission

Each member shall be a design professional, with a degree or several years of experience in architecture, landscape architecture, planning or urban design. The members nominated by the Nashville Area Chamber of Commerce and the Nashville Downtown Partnership shall be exempt from this requirement.

Each term shall be four years, with the appointees of the Mayor, Vice-Mayor and Planning Commission serving an initial two-year term upon adoption of the DTC. Any vacancy occuring during the unexpired term of any members shall be filled in the manner prescribed herein for the original selection of the members of the DTC DRC. A new mayor and/or new vice mayor may appoint a new representative after the term of the existing representative has expired.

Compliance with the DTC shall be required according to the following:

- Level 1: An addition of twenty-five percent or less of the square footage of the existing building
 - » Shall not increase the degree of nonconformity.
- Level 2: An addition of more than twenty-five percent of the square footage of the existing building or 1000 square feet, whichever is greater
 - » Improvements to the sidewalk corridor according to the Major and Collector Street Plan.

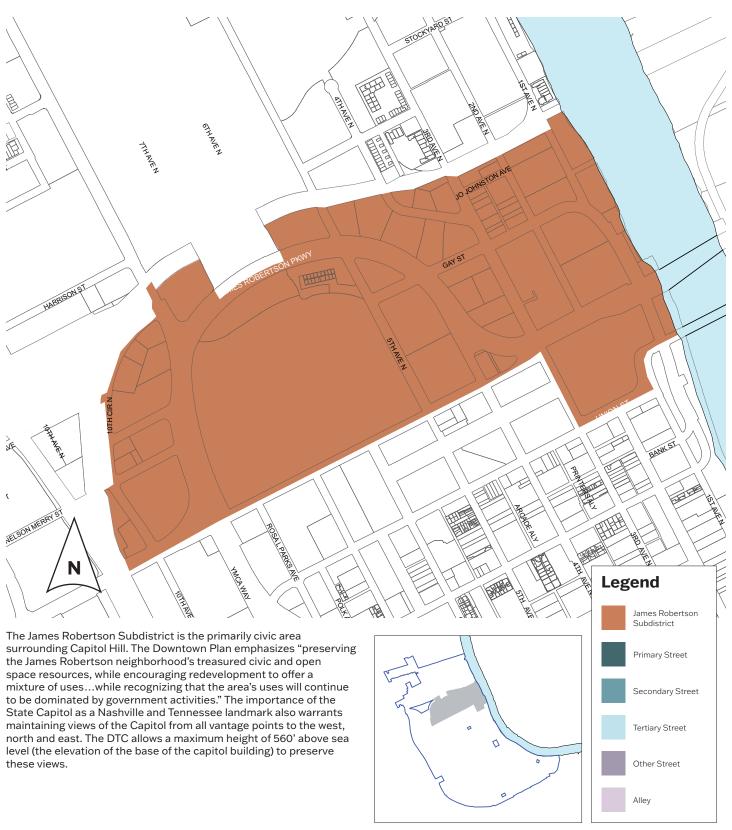
- » Where possible, the addition of street trees
- Parking lot landscaping standards
- » Shall not increase the degree of nonconformity.
- Level 3: Redevelopment after the demolition or destruction of more than five percent and less than fifty percent of the existing building
 - » Improvements to the sidewalk corridor according to the Major and Collector Street Plan.
 - » Where possible, the addition of street trees
 - » Parking lot landscaping standards
 - » To the extent practicable, new construction shall be in compliance with applicable standards of the DTC.
- Level 4: Redevelopment after the demolition or destruction of more than fifty percent of the existing building
 - » All standards of the DTC
 - » Improvements to the sidewalk corridor according to the Major and Collector Street Plan.
- Level 5: New construction of buildings, parking, open space, etc
 - » All standards of the DTC
 - » Improvements to the sidewalk corridor according to the Major and Collector Street Plan.

Signage Compliance

- For those properties within Historic Zoning Overlays, the sign standards of the CF zoning district shall apply, along with historic zoning district design guidelines.
- For those properties not within Historic Zoning Overlays, the sign standards of the DTC zoning district shall apply.
- No new billboards are allowed within the DTC boundaries.

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James Robertson Subdistrict: Regulating Plan



James Robertson Subdistrict: Building Regulations

FRONTAGE

A Allowed Frontage Types with Required Build-to Zone

Primary Street

• Storefront Frontage

» James Robertson Boulevard

West of 3rd Ave 20'-30'
East of 3rd Ave 0'-10'

Charlotte Avenue 0'-10'

Stoop Frontage

» James Robertson Boulevard

West of 3rd Ave 20'-30'
East of 3rd Ave 5'-10'

Charlotte Avenue 5'-10'

Secondary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Tertiary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

B Facade Width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. Building Depth

15' from building facade

A building liner is required surrounding parking structures on the all floors facing James Robertson Blvd.

HEIGHT

Max. elevation of 560'

Step-back*

Step-back required for all buildings 8 stories or greater on all public streets and Open Space

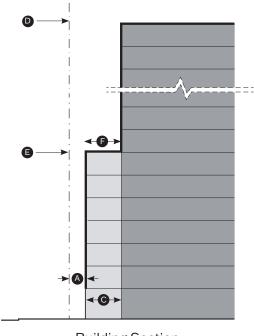
Step-back between 4th and 8th stories

Min. step-back depth 15'

*see page 64 for full description

Street | Planting Strip | | Sidewalk | | A | | A | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | A | | B | | B | | A | | B | | A | | B | | B | | A | | B | | A | | B | | B | | A | | B | | A | | B | | B | | A | | B | | B | | A | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | | B | |

Building Plan



Building Section

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

NOTES

Uses: page 61; General Standards: page 63

Core Subdistrict: Regulating Plan



Core Subdistrict: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Secondary Street
Storefront Frontage 0'-10'
Stoop Frontage 5'-10'

Tertiary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

B Facade Width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. Building Depth

15' from building facade

HEIGHT

Max. 30 stories

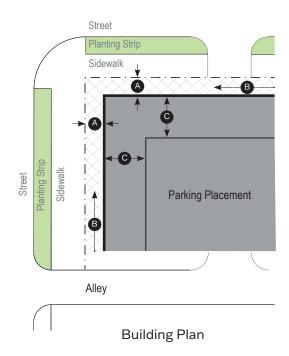
Additional height available through the Bonus Height Program

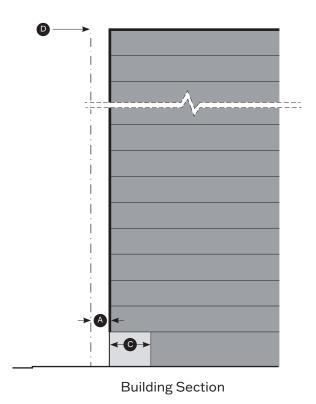
SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

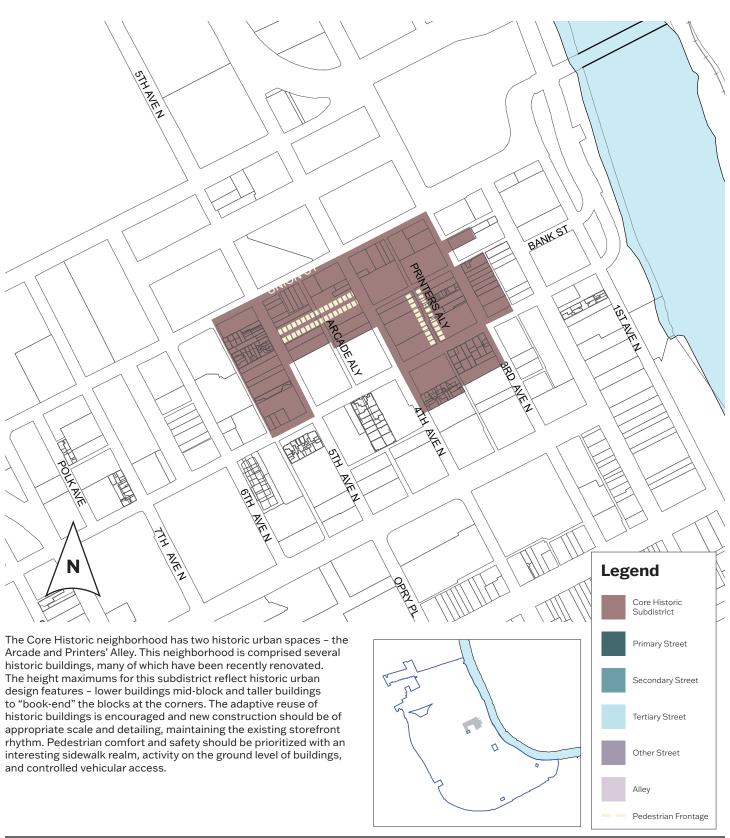
NOTES

Uses: page 61; General Standards: page 63





Core Historic Subdistrict: Regulating Plan



Core Historic Subdistrict: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone

Primary Street

•	
Storefront Frontage	0'
Stoop Frontage	5'-10'
ndary Street	
Storefront Frontage	0'
Stoop Frontage	5'-10'
	Stoop Frontage ondary Street Storefront Frontage

B Facade Width

Primary Street	95% of lot frontage min.
Secondary Street	95% of lot frontage min.

Min. Building Depth 15' from building facade

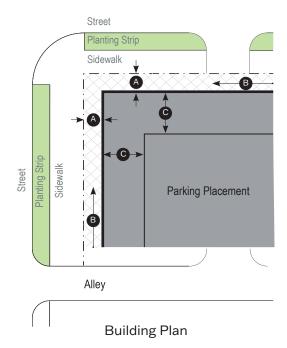
A building liner is required surrounding parking structures on all floors facing public streets and Open Space.

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

NOTES

Uses: page 61; General Standards: page 63



Core Historic Subdistrict: Building Regulations

HEIGHT



On Corners 10 stories Mid-Block 6 stories

Step-back

Step-back after

On Printer's AlleyAll Others4 stories6 stories

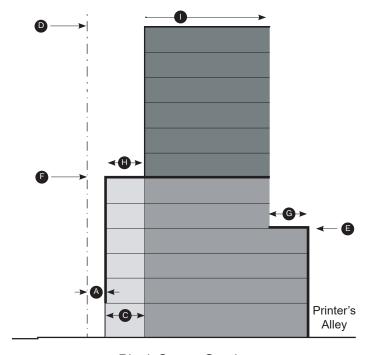
Depth

• On Printer's Alley 10' min.

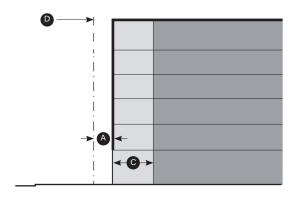
All Others 10' min. and max.

Step-back not required for buildings fronting Church Street. Buildings 6 stories or less shall not step-back and all stories shall occupy the Build-to Zone.

Max. Tower Dimensions 90' x 90'



Block Corner Section



Mid-Block Section

Core Historic Subdistrict: Building Design and Facade Articulation

BUILDING DESIGN AND FACADE ARTICULATION

Primary building divisions 20'-50' wide

Secondary building divisions 5'-25' wide

Secondary building divisions are defined by solid vertical elements that consist of changes in materials or planes within the facade.

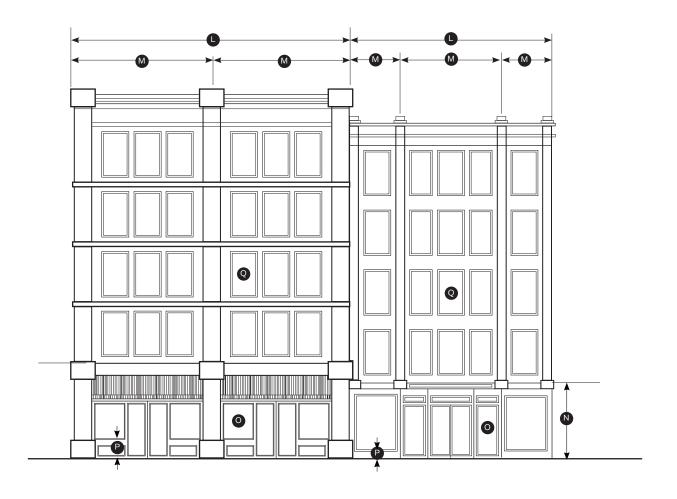
N First Floor height 16' min.

Windows

 Ground floor - 60% glazing required from 2 feet above grade to the finished floor of the 2nd story

P Window sill height 18"-24"

Upper Floors - Windows shall be vertically oriented at a ratio of 2:1 or greater.



Upper Broadway Subdistrict: Regulating Plan



Upper Broadway Subdistrict: Building Regulations

FRONTAGE

A Allowed Frontage Types with Required Build-to Zone

Primary Street

• Storefront Frontage 0-5'

Secondary Street

• Storefront Frontage 0'-5'

**Civic Frontages are encouraged in this subdistrict.

Facade Width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. Building Depth

15' from building facade

A building liner is required surrounding parking structures on all floors facing Broadway and Open Space.

HEIGHT

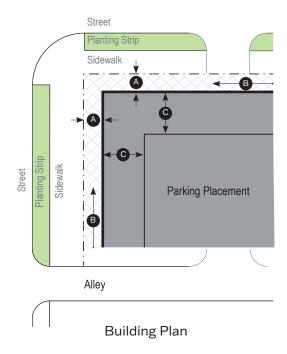
D Max. 100°

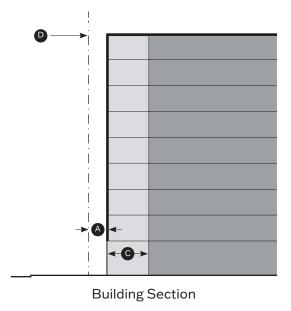
SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

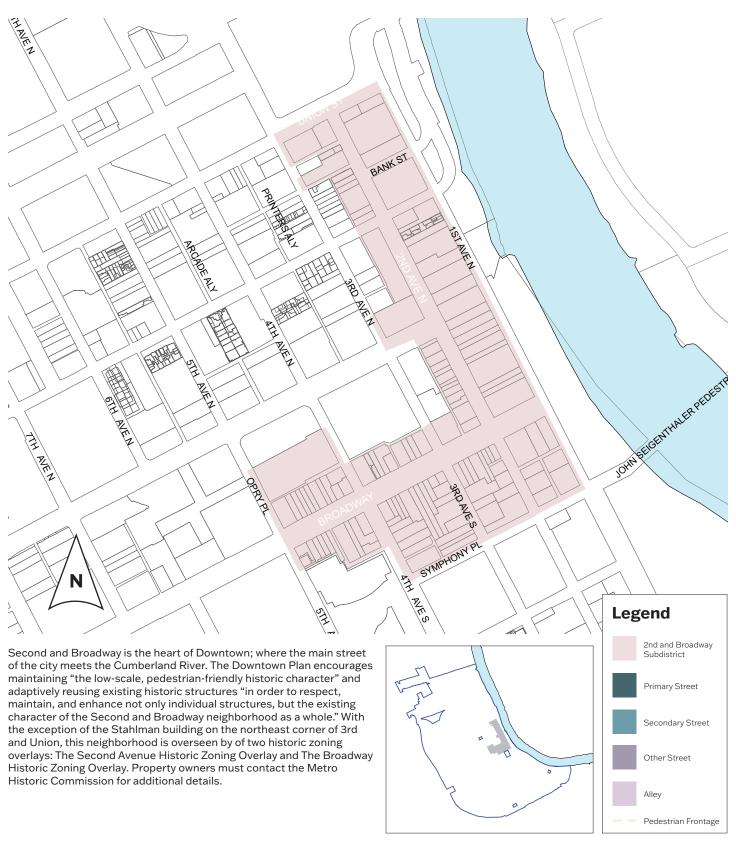
NOTES

Uses: page 61; General Standards: page 63





2nd and Broadway Subdistrict: Regulating Plan



2nd and Broadway Subdistrict: Building Regulations

FRONTAGE

▲ Allowed Frontage Types with Required Build-to Zone

Primary Street

• Storefront Frontage

Secondary Street

• Storefront Frontage 0'

B Facade Width

Primary Street 100% of lot frontage min. Secondary Street 100% of lot frontage min.

Min. Building Depth 15' from building facade

HEIGHT

Min. 40'

Max. at the Street

On Broadway

5 stories to a max.
height of 65'

On 2nd Ave

8 stories to a max.
height of 105'

On Union St

12 stories to a max

o On Union St 12 stories to a max height of 180'

All other streets
 8 Stories to a max.
 height of 105'

Min. Step-Back Depth

On Broadway 30'On all other streets 20'

6 Max. Height 1 additional story

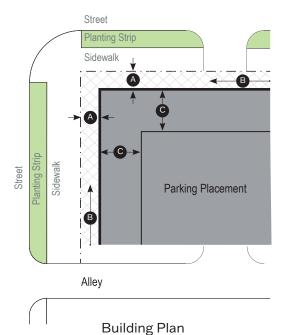
- Within 150' of the right-of-way of Broadway, height shall not exceed 6 stories or 80'
- Between 150' and 200' of the right-of-way of Broadway, height shall not exceed 7 stories or 90'.

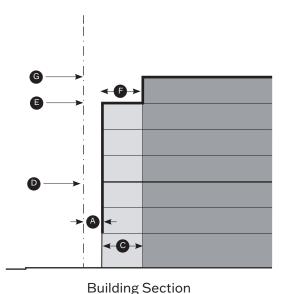
SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

NOTES

Uses: page 61; General Standards: page 63





2nd and Broadway Subdistrict: Building Design and Facade Articulation

BUILDING DESIGN AND FACADE ARTICULATION

Primary Building Divisions 20'-50' wide

M Secondary Building Divisions 5'-25' wide

Secondary building divisions are defined by solid vertical elements that consist of changes in materials or planes within the facade.

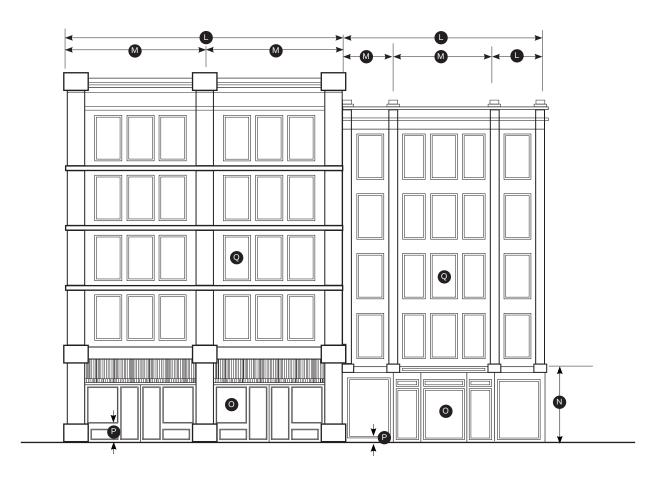
N First Floor Height 16' min.

Windows

 Ground floor - 60% glazing required from 2 feet above grade to the finished floor of the 2nd story

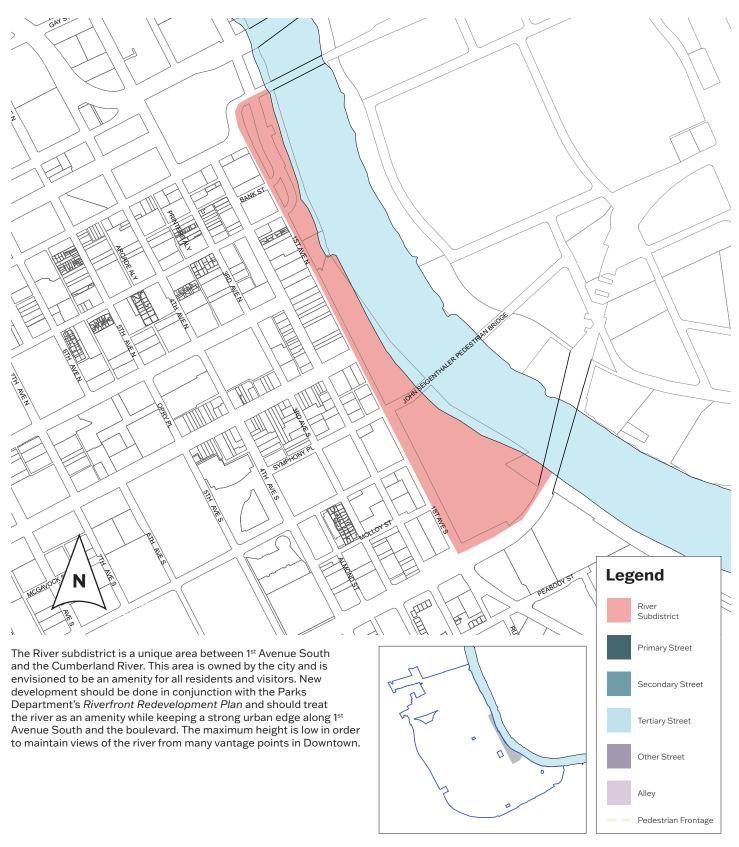
P Window sill height 18"-24"

• Upper Floors - Windows shall be vertically oriented at a ratio of 2:1 or greater.



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River Subdistrict: Regulating Plan



River Subdistrict: Building Regulations

FRONTAGE

A Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Secondary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Tertiary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-15'

B Facade Width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
1st Avenue 70% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities

Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. building depth 15' from building facade

HEIGHT

Max. 10 stories

Step-back*

Step-back required for buildings 8 stories or greater on 1st Avenue frontage

Step-back between 4th and 8th stories

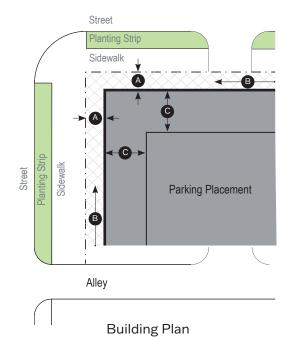
Min. step-back depth 15

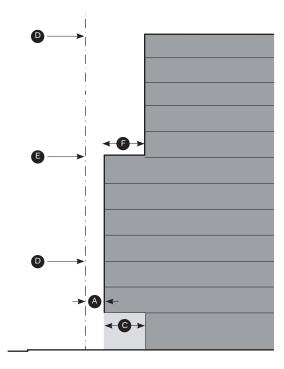
*see page 64 for full description

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

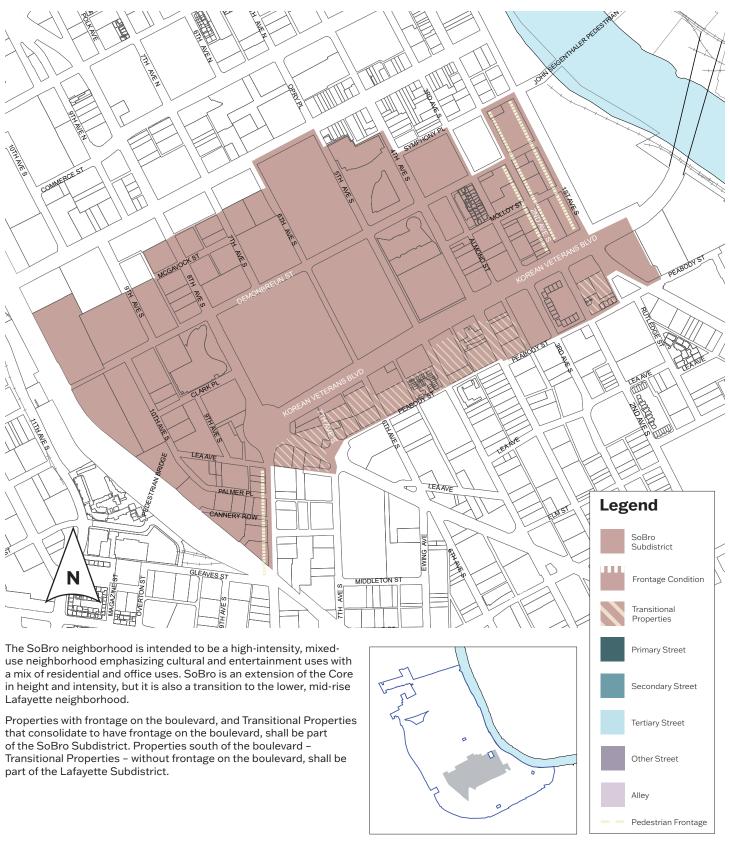
NOTES





Building Section

SoBro Subdistrict: Regulating Plan



SoBro Subdistrict: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Secondary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Tertiary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-15'

B Facade Width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. Building Depth 15' from building facade

HEIGHT

Min.

 On Korean Veterans Blvd 3 stories or 35' & the roundabout

Max.

West side of 1st Ave frontage unless fronting KVB and east side of 2nd Ave 15 stories frontage

 8th Avenue frontage, south of the roundabout
 8 stories within 100' of 8th Ave; 30 stories beyond 100' of 8th Ave stories

Subdistrict general 30 stories

Additional height available through the Bonus Height Program

Step-back*

Step-back between

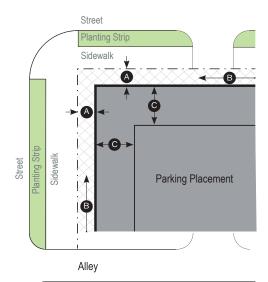
Buildings taller than 7 stories
 4th and 8th stories
 15'

Min. step-back depth

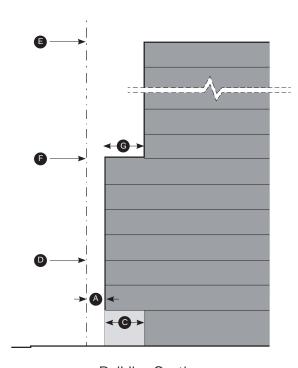
*see page 64 for full description

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.







Building Section

NOTES

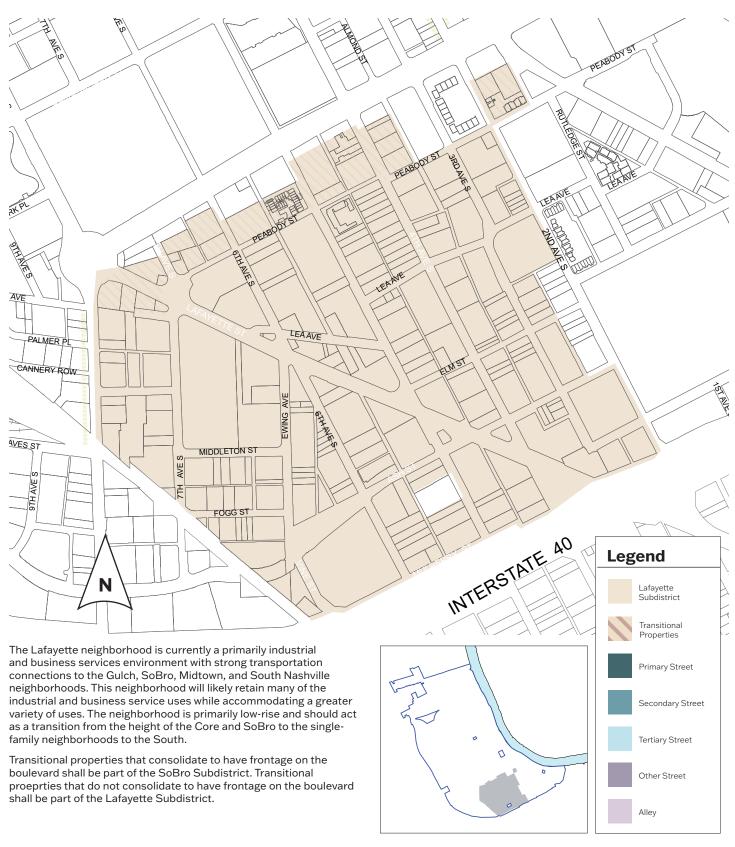
All standards of the Gateway UDO shall apply to development along the boulevard except maximum height at the street, step-back depth, overall height, and floor area ratio. The review process for the DTC and the UDO will be consolidated.

SoBro Subdistrict: Regulating Plan



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Lafayette Subdistrict: Regulating Plan



Lafayette Subdistrict: Building Regulations

FRONTAGE

A Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Secondary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Frontage 10'-15'

Tertiary Street

Storefront Frontage 0'-10'
 Stoop Frontage 5'-10'
 Porch Frontage 10'-15'
 Industrial Frontage is allowed in this Subdistrict.

B Facade width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. building depth 15' from building facade

HEIGHT

Min.

On the roundabout 3 stories or 35'

Max.

Transitional Properties 15 stories
 On Lafayette St 12 stories
 Subdistrict general 8 stories

Additional height available through the Bonus Height Program

Step-back *

Step-back required for all buildings 7 stories or greater fronting public streets

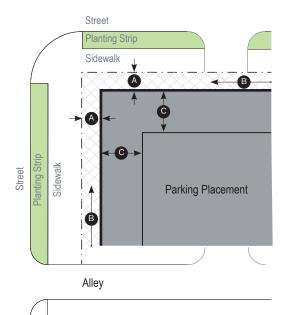
Step-back between 4th and 7th stories

Min. step-back depth 15'

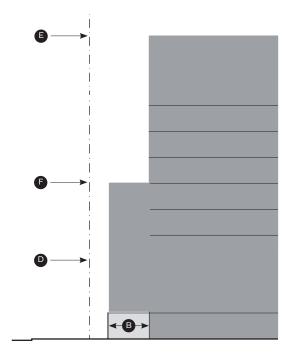
*see page 64 for full description

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.



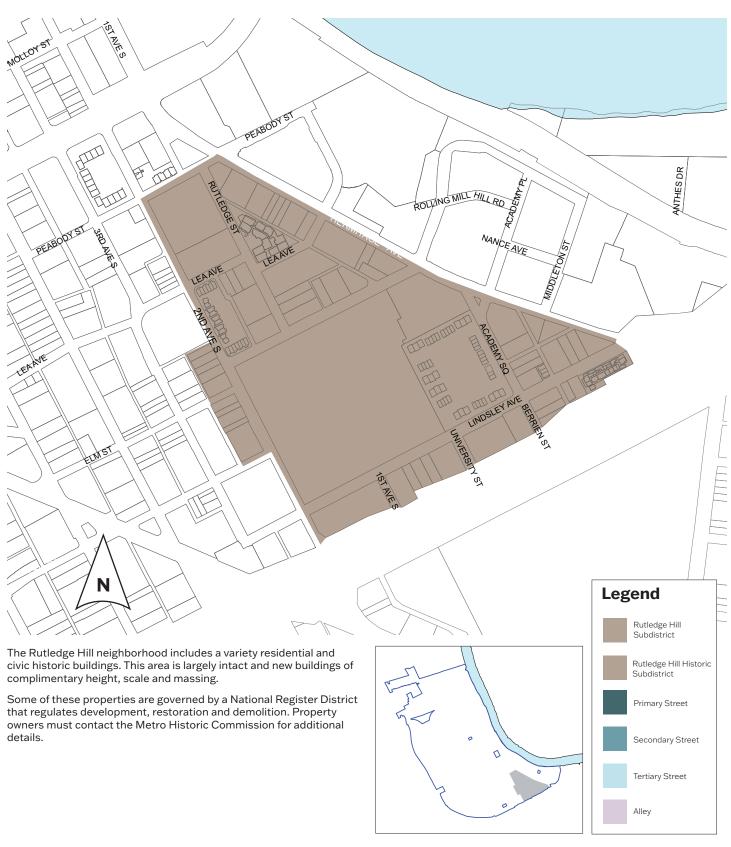




Building Section

NOTES

Rutledge Hill Subdistrict: Regulating Plan



Rutledge Hill Subdistrict: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Secondary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Frontage 10'-15'

Tertiary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Fromtage 10'-15'

Facade width

Primary Street 80% of lot frontage min.
Secondary Street 60% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities

Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. building depth 15' from building facade

HEIGHT

Max.

Primary and Secondary streets 6 storiesTertiary streets 4 stories

Additional height available through the Bonus Height Program

Step-back

Step-back required for all buildings fronting public streets

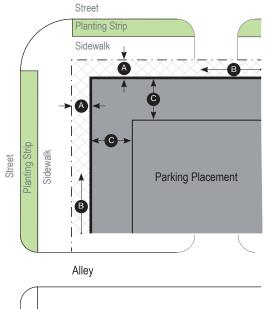
Step-back after 4 storiesMin. step-back depth 15'

SIDEWALK & PLANTING

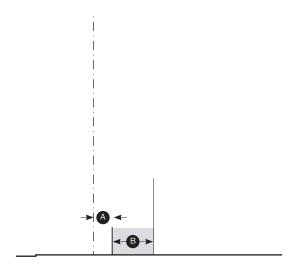
Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

NOTES

Uses: page 61; General Standards: page 63

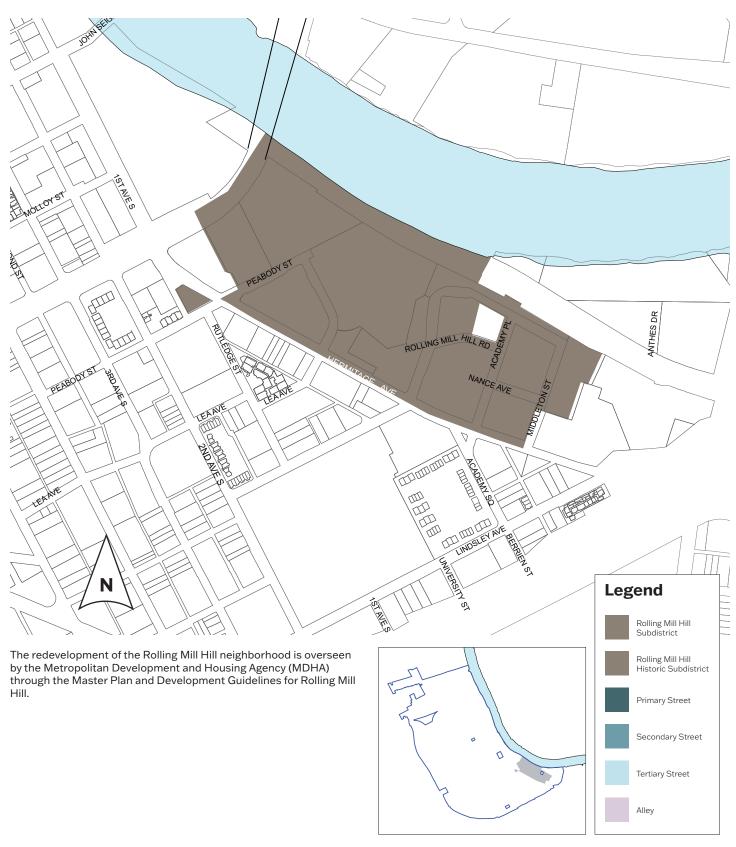


Building Plan



Building Section

Rolling Mill Hill Subdistrict: Regulating Plan



Rolling Mill Hill Subdistrict: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone
All streets 0-20'

B Facade width

Minimum 25% of the lot frontage or 25', which ever is greater. Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. building depth 15' from building facade

A building liner is required surrounding parking structures on the ground floor facing public streets and Open Space.

HEIGHT

Max. height at the street 65'

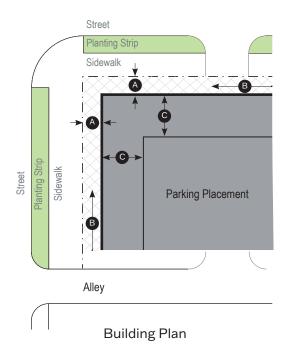
E Height Control Plane

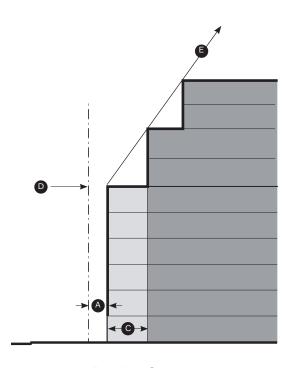
Applies from all streets and Open Space. 1 foot horizontal to 1.5 feet vertical

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

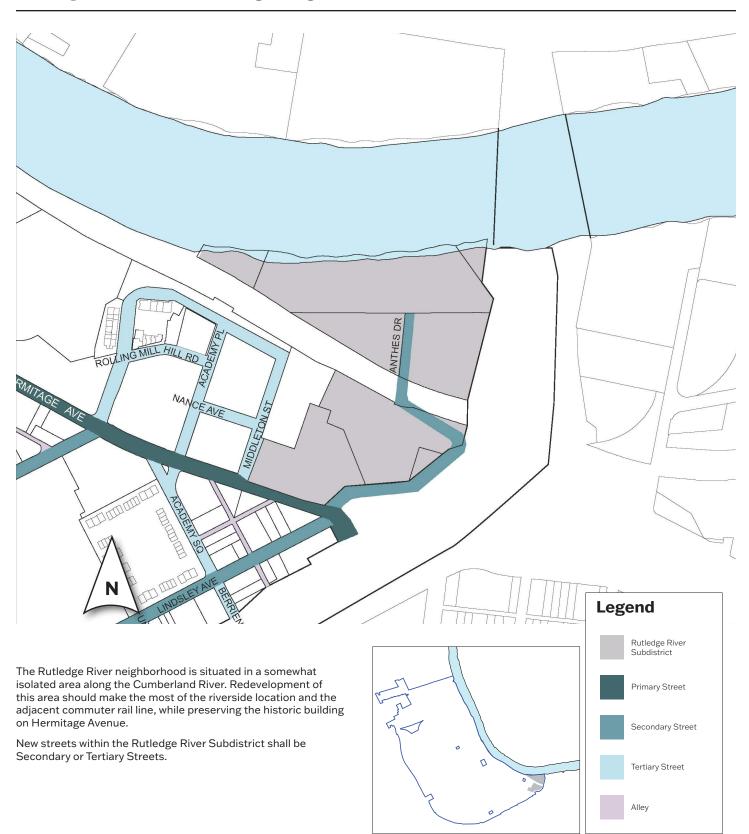
NOTES





Building Section

Rutledge River Subdistrict: Regulating Plan



Rutledge River Subdistrict: Building Regulations

FRONTAGE

A Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Secondary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Frontage 10'-15'

Tertiary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Frontage 10'-15'

Industrial Frontage is allowed in this Subdistrict.

B Facade width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. building depth 15' from building facade

HEIGHT

Max. 9 stories
Additional height available through the Bonus Height Program

Step-back *

Step-back required for all buildings 7 stories or greater fronting public streets

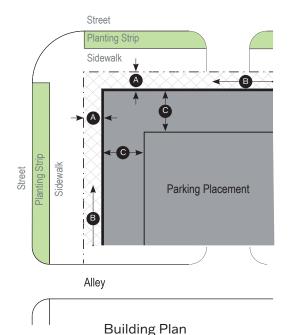
Step-back between 4th and 7th stories
Min. step-back depth 15'

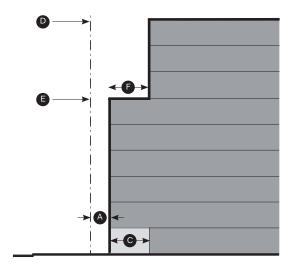
*see page 64 for full description

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

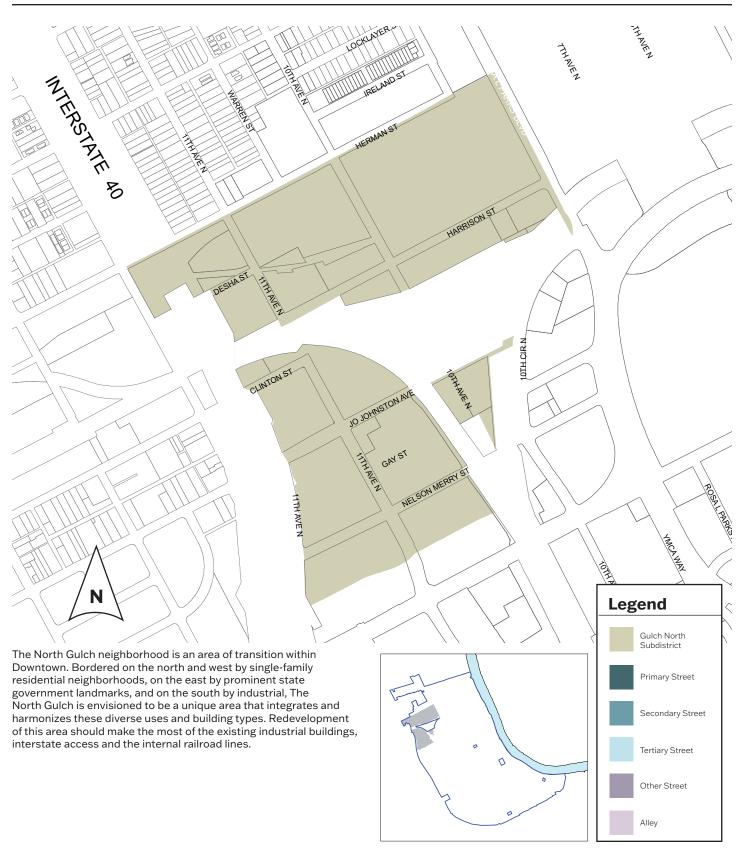
NOTES





Building Section

Gulch North: Regulating Plan



Gulch North: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Secondary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Frontage 10'-15'

Tertiary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Frontage 10'-15'

Industrial Frontage is allowed in this Subdistrict on streets north of Harrison Street, including Harrison Street.

B Facade width

Primary Street 80% of lot frontage min.
Secondary Street 60% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities

and shall not be used for parking.

Min. building depth 15' from building facade

HEIGHT

Max. 7 stories

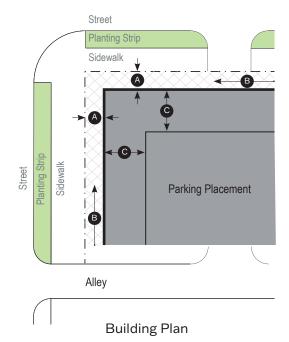
• Buildings fronting Herman St 4 stories

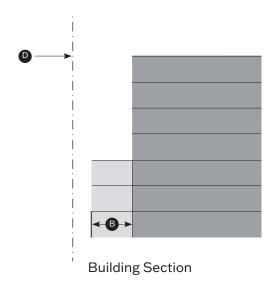
Additional height available through the Bonus Height Program

SIDEWALK & PLANTING

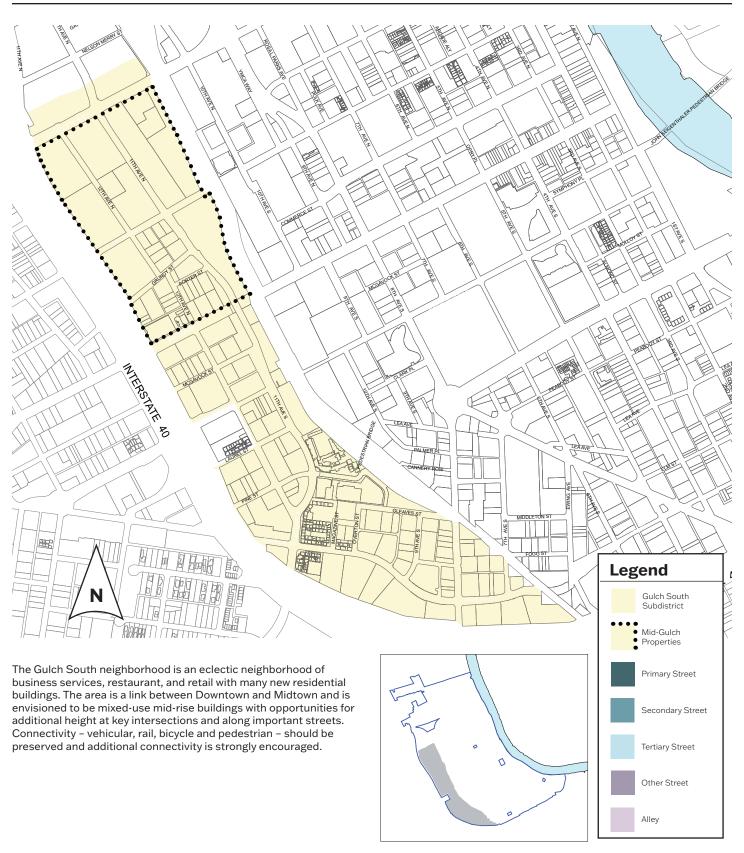
Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

NOTES





Gulch South: Regulating Plan



Gulch South: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Secondary and Tertiary Streets

Storefront Frontage 0'-10'
 Stoop Frontage 5'-10'
 Porch Frontage 10'-15'

B Facade width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Pemaining lot frontage may be used for pedestrian amonities.

Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. building depth

15' from building facade

20 stories

HEIGHT

Max.

On Church St, Broadway, 15 stories
 Demonbreun

 Gulch South Intersections (12th Ave and Broadway, 12th Ave and Demonbreun, 12th Ave and Division, 8th Ave and Division)

 Mid-Gulch Intersections 20 stories (11th Ave and Broadway, 11th Ave and Church,

11th Ave and Church,
11th Ave and Dr. MLK Boulevard)

Mid-Gulch Properties 10 storiesSubdistrict General 10 stories

Additional height at intersections applies to frontage within 150 feet of the intersection. The distance from street intersections shall be measured from the nearest intersection of the existing right-of-way lines or extensions thereof. For streets designated to be widened at a future time by the adopted MCSP, measurement shall be made from the ultimate right-of-way.

Additional height available through the Bonus Height Program

Step-back*

Step-back required for buildings 8 stories or greater along public streets

Step-back between 4th and 8th stories

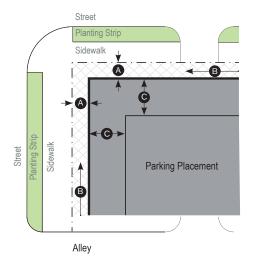
Min. step-back depth 15'

*see page 64 for full description

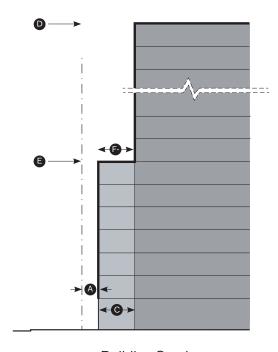
SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

NOTES

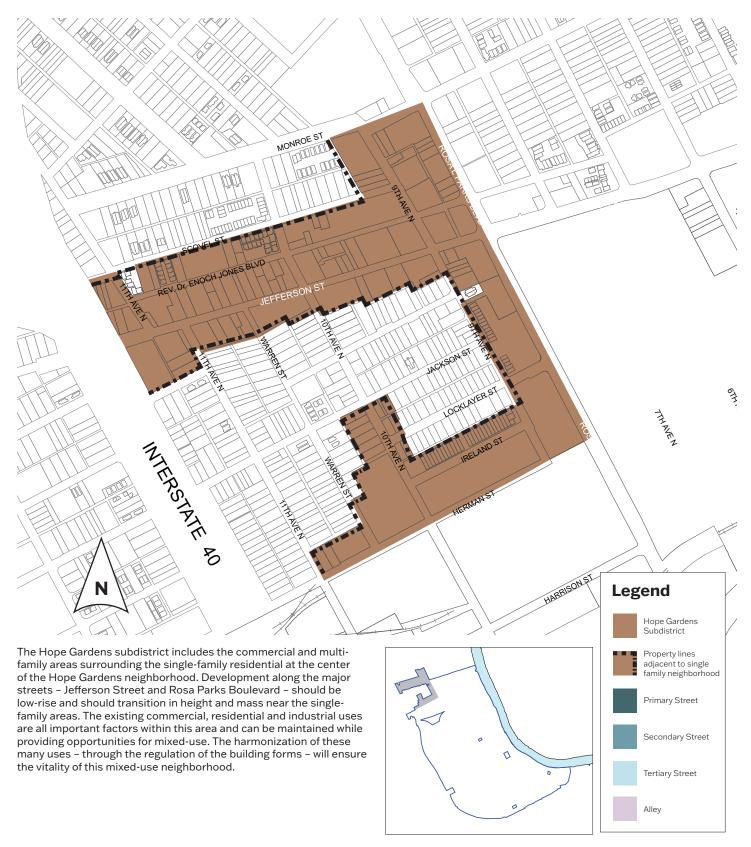






Building Section

Hope Gardens Subdistrict: Regulating Plan



Hope Gardens Subdistrict: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10' 5'-10' Stoop Frontage

Secondary Street

Storefront Frontage 0'-10' Stoop Frontage 5'-10' Porch Frontage 10'-15'

Tertiary Street

Storefront Frontage 0'-10' Stoop Frontage 5'-10' 10'-15' Porch Frontage

Industrial Frontage is allowed in this Subdistrict along Herman Street only.

Facade width

Primary Street 80% of lot frontage min. Secondary Street 60% of lot frontage min. **Tertiary Street** 60% of lot frontage min. Remaining lot frontage may be used for pedestrian amenities

and shall not be used for parking.

Min. building depth 15' from building facade A building liner is required surrounding parking structures on the ground floor facing public streets and Open Space.

HEIGHT

Max.

Primary Street 7 stories Secondary Street 4 stories **Tertiary Street** 3 stories

Additional height available through the Bonus Height Program

Step-back

Step-back required for properties abutting the single family neighborhood. Step-back shall be measured from the abutting property line.

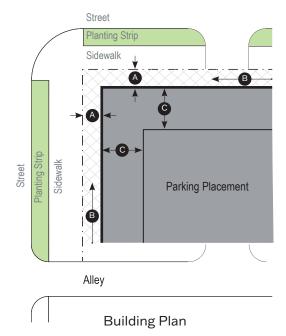
Step-back required after 3 stories Minimum step-back depth 30'

BUFFER

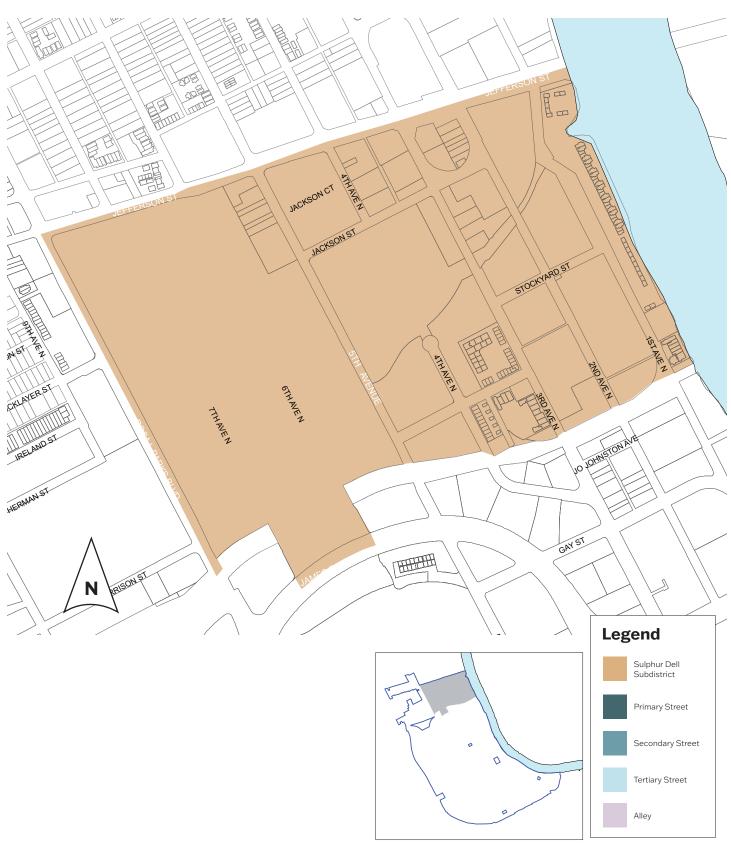
Landscape Buffer

A landscaped buffer in accordance with 17.24.240 B-5 shall be required along any property line directly abutting a single or twofamily zone district.

NOTES



Sulphur Dell: Regulating Plan



Sulphur Dell Subdistrict: Building Regulations

FRONTAGE

Allowed Frontage Types with Required Build-to Zone

Primary Street

Storefront Frontage 0'-10'Stoop Frontage 5'-10'

Secondary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Frontage 10'-15'

Tertiary Street

Storefront Frontage 0'-10'
Stoop Frontage 5'-10'
Porch Frontage 10'-15'

B Facade width

Primary Street 80% of lot frontage min.
Secondary Street 80% of lot frontage min.
Tertiary Street 60% of lot frontage min.
Remaining lot frontage may be used for pedestrian amenities

Remaining lot frontage may be used for pedestrian amenities and shall not be used for parking.

Min. building depth 15' from building facade

HEIGHT

Max.

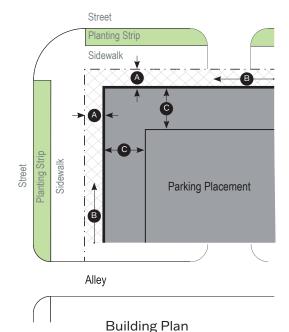
Primary Street 7 stories
 Secondary Street 5 stories
 Tertiary Street 4 stories

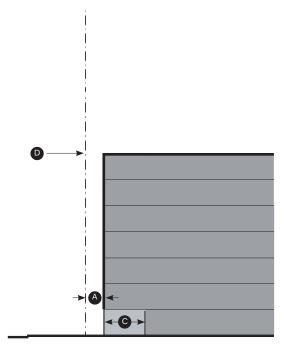
Additional height available through the Bonus Height Program

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards and the Major and Collector Street Plan.

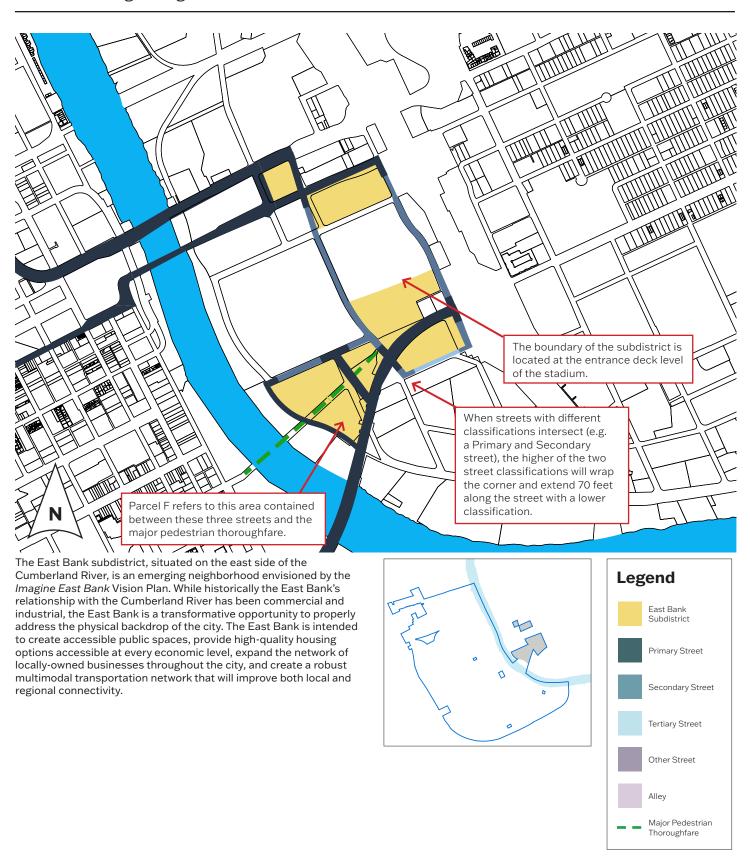
NOTES





Building Section

East Bank: Regulating Plan



East Bank: Building Regulations

HEIGHT

Max. height

See Diagram A

Properties within the East Bank subdistrict are ineligible to earn additional height through the Bonus Height Program.

PARKING STRUCTURES

Above-ground prohibited

See Diagram B

No above-ground vehicular parking structure (lined, screened, or otherwise) shall be included in the areas described in Diagram B. If parking is to be included in these areas, it shall be located underground.

PLAZAS

Location and min. size

See Diagram C

Publicly-accessible plazas, meeting the open space standards outlined in DTC Section IV: General Standards, are required in the approximate location and size described in Diagram C. All open space types are permitted within other areas of this subdistrict, provided they meet the standards referenced above.

SIDEWALK & PLANTING

Improvements to the sidewalk corridor according to the General Standards, the Major and Collector Street Plan, and the *Imagine East Bank* Vision Plan and the Guidance for East Bank Complete Streets document. For projects within the subdistrict, compliance with NDOT Best Practices Curb Management document should be followed, specifically regarding the design, implementation, and enforcement of short-term loading (goods movement) passenger access, metered parking, etc.

NOTES

Uses: page 63; General Standards: page 67

The DTC's existing street network is well-established, which is not the case in the East Bank subdistrict. In order to manage access and loading, mid-block alleys are strongly encouraged to be established. These alleys will ensure back-of-house operations are not street-facing.

Modifications related to the planned transit facility on Metro property within the East Bank Subdistrict shall be considered as minor modifications to allow flexibility given their specialized use.

Projects shall comply with other NDOT and Planning guiding documents and adopted policies.

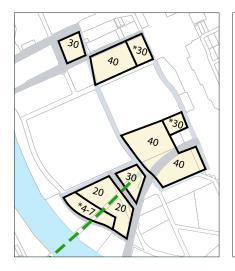


Diagram A

40

40 stories max. height

30

30 stories max. height

*30

30 stories max. height within 150' of Interstate Drive

20

20 stories max. height

*4-7

4-7 stories max. height within 75' of Waterside Drive, except that within 100' of Korean Veterans Boulevard, the max. height shall be 20 stories.

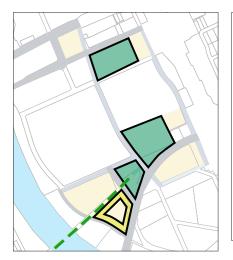


Diagram B



Above-ground vehicular parking structure prohibited



Above-ground vehicular parking structure prohibited, except for when it is located below an active use on an elevated frontage (Korean Veterans Boulevard, Shelby Avenue, or Major Pedestrian Thoroughfare) and fully lined on Waterside Drive. See diagram on Page 57 for intent illustration and Page 85 for additional parking requirements.

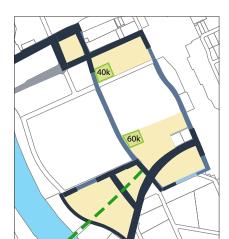


Diagram C



60,000 square foot plaza required



40,000 square foot plaza required

East Bank: Building Regulations

PODIUM STANDARDS

Any portion of a building below the building's required step-back, or where a step-back is not required, below the 7th story.

Allowed Frontage Types with Required Build-to Zone

All street frontages

• Storefront Frontage 0'-10'

• Major Pedestrian Thoroughfare

• Storefront Frontage 5'-20'

*Civic Frontages are allowed and encouraged in this subdistrict. See Page 80 for details on the associated standards.

B Facade width

Primary Street 80% of lot frontage min.

90% of lot frontage

max.*

Secondary Street 70% of lot frontage min.

and Open Space 90% of lot frontage

max.*

Tertiary Street and 60% of lot frontage min.

Major Pedestrian Thoroughfare 90% of lot frontage

max.*

*Maximum facade widths only apply to street or major pedestrian thoroughfare segments over 375' in length (measured from edge of intersection to edge of intersection).

Portions of a parcel's facade width that exceed the maximum facade width percentage requirement:

- shall be used for pedestrian activity and/or circulation that connects to other streets, open spaces, or pedestrian bridge.
- shall not be located at the intersection of two streets or at the intersection of a street and the pedestrian bridge.

Min. building depth

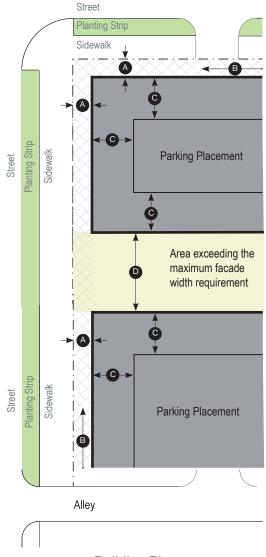
15' from building facade

A habitable building liner is required for any side and all levels of an above-ground vehicular parking structure facing public streets, open spaces, or the pedestrian bridge.

Building spacing

75' max., exclusive of

streets



Building Plan

East Bank: Building Regulations

PODIUM STANDARDS CONTINUED

Any portion of a building below the building's required step-back, or where a step-back is not required, below the 7th story.

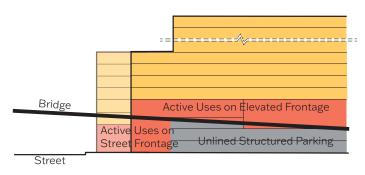
Specific to Waterside Drive frontages

The building façades shall be composed of a minimal, high-quality material palette, and those selected materials shall operate harmoniously at a human and pedestrian scale. Use of masonry is encouraged. These elevations shall be organized with a cohesive and continuous vertical rhythm of divisions along the entirety of the Waterside Drive frontage. This rhythm shall be defined by vertical articulations that consist of planar changes within the façade as well as vertically-proportioned openings.

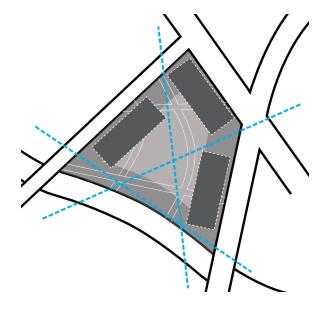


Specific to Parcel F

Above-ground vehicular parking structure is prohibited, except for when it is located below an active use on an elevated frontage (i.e., Korean Veterans Boulevard, Shelby Avenue, or the Major Pedestrian Thoroughfare), and lined on Waterside Drive, therefore physically screened from the public realm.



Pedestrian access and connections through Parcel F should be maximized. This includes high levels of site porosity, with meaningful connectivity from the Major Pedestrian Thoroughfare and Waterside Drive to bridge-level and below bridge-level public spaces, as well as through the parcel internally. Vertical connections between the bridge level and grade are encouraged.



East Bank: Building Regulations

TOWER STANDARDS

Any portion of a building above the building's required step-back, or all stories above the 7th floor for buildings without a step-back requirement.

Step-back

Step-back after:

Primary Streets No step-back required
 Secondary and Tertiary Streets required

Encouraged, but not required

• Major Pedestrian Thoroughfare After the 7th story

Depth:

All street frontages
 No step-back required

• Major Pedestrian Thoroughfare 15'

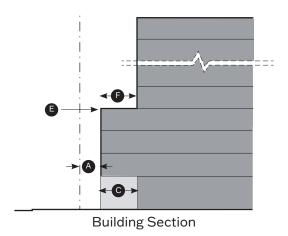
Max. Floorplate
16,000 Square Feet

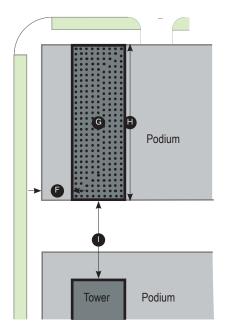
Max. Facade Length
200'

Tower Spacing 75' min.

Placement & Orientation

- In order to preserve views of the Downtown skyline and the Cumberland River, tower floorplates shall maintain a ratio of between 1:1 and 3.3:1.
- The longest facade of a tower floorplate shall be oriented parallel to east-west streets or pedestrian corridors (including, but not limited to James Robertson Parkway, Main Street, Woodland Street, Korean Veterans Boulevard, Shelby Avenue, Victory Avenue, or the major pedestrian thoroughfare) for towers fronting these corridors.
- The tower floorplate ratio shall be computed by means of the smallest rectangle which will encompass the extreme limits of the floorplate's form.
- Tower floorplates that deviate from the tower floorplate ratio standards (such as office uses) may be approved via minor modification.
- Towers of significant height are encouraged to reduce their floorplate size or max. facade length at the tops of their form.



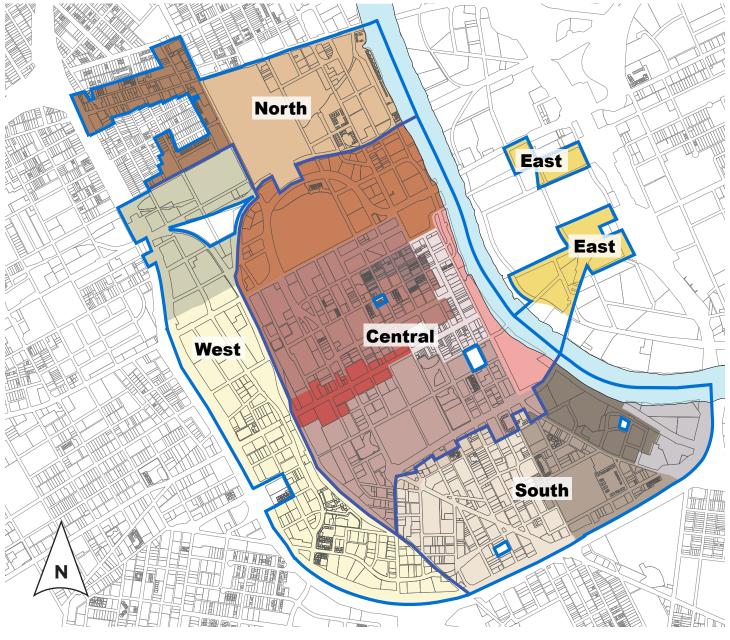


Building Plan

Use Areas

Land uses within the DTC are determined by Area – Central, South, West, North, and East. To create a sustainable and mixed-use Downtown, the form-based zoning of each subdistrict regulates the shape, scale, and placement of the buildings, and allows a variety of uses. Use Area boundaries are the same as Subdistrict boundaries. To determine the allowed land uses, locate the property on the Area Plan, and refer to the Area column on the Land Use Chart for the allowed uses.

In the event of a conflict between the following Land Use Chart within DTC and the Zoning District Land Use Table within Chapter 17.08, this Land Use Chart shall apply. Uses Permitted with Conditions or Permitted by Special Exceptions or Accessory shall follow the standards of Chapter 17.16. Land uses with an asterisk have conditions specific to the DTC. If standards within Chapter 17.16 and the DTC conflict, the stricter shall apply.



Use Tables

D. Darmittad by right					
P: Permitted by right PC: Permitted with conditions	_	ے			<u>~</u>
SE: Special Exception	North	South	East	West	entra
A: Accessory	ž	S	ш	≥	Ce
O: Overlay District					
Residential Uses:					
Single-family	Р	Р		Р	Р
Two-family	Р	Р		Р	Р
Multi-family	Р	Р	Р	Р	Р
Elderly housing	Р	Р	Р	Р	Р
Mobile home dwelling					
Accessory apartment	Р	Р	Р	Р	Р
Accessory dwelling, detached					
Boarding house	P	Р	Р	Р	Р
Consignment sale	P	P	P	P	P
Domesticated hens	<u> </u>	ĺ	Ė	İ	Ĺ
Garage sale	Α	Α	Α	Α	Α
Historic bed and breakfast homestay	P	P	, ,	P	P
Historic home events	P	P	+	P	P
Home occupation	P	P	1	P	P
Rural bed and breakfast homestay	'	-		1	-
-					
Security residence		^	-	^	^
Short-term rental property (STRP)-OO	Α	А		Α	Α
Institutional Uses:	Р	Р		D	D
Correctional facility	1	1		Р	Р
Cultural center	Р	Р	Р	Р	Р
Day care center (up to 75)	Р	Р	Р	Р	Р
Day care center (over 75)	Р	Р	Р	Р	Р
Day care home	Р	Р	Р	Р	Р
Day care - Parent's day out	P	P	P	P	P
School day care	P	P	P	P	P
Monastery or convent	Р	Р	Р	Р	Р
Orphanage	Р	Р	Р	Р	Р
Religious Institution	Р	Р	Р	Р	Р
Educational Uses:	Р	Р	Р	Р	Р
Business school	Р	Р	Р	Р	Р
College or university	Р	Р	Р	Р	Р
Community education	Р	Р	Р	Р	Р
Dormitory	Р	Р	Р	Р	Р
Fraternity/sorority house	Р	Р	Р	Р	Р
Personal instruction	Р	Р	Р	Р	Р
Vocational school	Р	Р	Р	Р	Р
Office Uses:					
Alternative Financial Services					
Financial Institution	Р	Р	Р	Р	Р
General Office	Р	Р	Р	Р	Р
Leasing/sales office	Р	Р	Р	Р	Р
Other Uses:					
Agricultural activity					
Cemetery	Р	Р		Р	Р
Mineral extraction					1
On-site agricultural sales		1	1	1	1
Pond/lake	P	Р	Р	Р	Р
, , , , , , , , , , , , , , ,	1.	1.	1.	1.	1.

P: Permitted by right PC: Permitted with conditions SE: Special Exception	North	South	East	West	ıtral
A: Accessory	ž	So	ш	Š	Cer
0: Overlay District					
Commercial Uses:					
Animal Boarding Facility	Р	Р		Р	Р
ATM	Р	Р	Р	Р	Р
Auction house	Р	Р	Р	Р	Р
Automobile convenience	Р	Р		Р	Р
Automobile parking	Р	Р	Р	Р	P^
Automobile repair	Р	Р		Р	Р
Automobile sales, new					
Automobile sales, used	Р	Р		Р	Р
Automobile service	Р	Р		Р	Р
Bar or nightclub	Р	Р	P*	Р	Р
Bed and Breakfast Inn	Р	Р	Р	Р	Р
Beer and cigarette market	Р	Р	Р	Р	Р
Boat storage					
Business services	Р	Р	Р	Р	Р
Carpet cleaning	Р	Р		Р	
Car Wash		РС			
Community gardening (commercial)	Р	Р	Р	Р	Р
Community gardening (non-commercial)	Р	Р	Р	Р	Р
Custom assembly	Р	Р	Р	Р	Р
Donation Center drop-off	PC	РС		РС	РС
Flea market	Р	Р	Р	Р	Р
Funeral home	Р	Р	Р	Р	Р
Furniture store	Р	Р	Р	Р	Р
Grocery store	Р	Р	Р	Р	Р
Home improvement sales	Р	Р	Р	Р	Р
Hotel/motel	Р	Р	Р	Р	Р
Inventory stock	Α	Α	Α	Α	Α
Kennel/stable					
Liquor stores	Р	Р	Р	Р	Р
Major appliance repair	Р	Р	Р	Р	Р
Mobile storage unit	PC	РС		PC	РС
Mobile vendor					
Restaurant, fast-food	Р	Р	P*	Р	Р
Restaurant, full-service	Р	Р	P*	Р	Р
Restaurant, take-out	Р	Р	P*	Р	Р
Retail	P	Р	P	P	P
Self-service storage	P	P		P	P
<u> </u>	PC	PC		PC	PC
Vehicular rental/leasing				1	1
Vehicular sales and services, limited		Р	Р	Р	Р
	I.	1.	1.	1*	t,

^{*} For purposes of this section, "Bar" shall mean a business property at which less than 50 percent of the total revenue is generated by food sales and holding either (a) a limited service restaurant permit issued by the Tennessee Alcoholic Beverages Commission or (b) a beer permit for on premises consumption if not licensed by the Tennessee Alcoholic Beverage Commission. "Total Square Footage" shall mean the sum of the interior first and second floor areas of all buildings located on the parcels within the area marked as East on Exhibit 1 excluding (a) those located on Parcel C and (b) hotels. No more than 25% of the Total Square Footage may be occupied at any time by Bars.

[^] In the boundaries of the Second Avenue Historic Preservation Overlay, automobile parking as the Principal Use or stand alone use in not permitted.

Use Tables

P: Permitted by right		_			=
PC: Permitted with conditions SE: Special Exception	North	South	East	West	itre
A: Accessory	ž	So	E	Š	ĕ
O: Overlay District					
Medical Uses:					
Animal hospital					
Assisted care living	Р	Р	Р	Р	Р
Hospice	Р	Р	P	P	P
Hospital	P	P	P	P	P
Medical appliance sales	P	P	P	P	P
Medical office	P	P	P	P	P
Medical or scientific lab	P	P	P	P	P
Nonresidential drug treatment facility	Р	P	P	P	P
Nursing home	P	P	P	P	P.
Outpatient clinic	Р	Р	P	Р	P
Rehabilitation services	P	P	P	P	P
Residence for handicapped, more than eight		P	P	P	P
Veterinarian	r P	P	P	P	P
Communication Uses:	Р	Р	Г	Р	Р
Amateur radio antenna	P	Р		Р	Р
Audio/video tape transfer	г Р	Р	Р	Р	Р
Communications hut	PC	PC	PC	PC	PC
	P P	P	P	P	P
Multi-media production	P P	P	P	P	P
Printing and publishing		P	ļ.	P	-
Radio/TV studio	Р	-	Р	1	Р
Satellite dish	P	P	P	P	P
Telecommunication facility	PC	PC	PC	PC	PC
Industrial Uses:	Р	P P	P P	P P	P P
Artisan distillery	Р	Р	Р	Р	Р
Asphalt plant	PC	PC		PC	
Building contractor supply	PC	PC	-	PC	
Compressor station					
Concrete plant	DC	DC		DC	
Distributive business wholesale	PC A	PC A	-	PC A	Р
Fuel storage	А	А		А	Р
Heavy equipment, sales and services					
Hazardous operations	PC	PC	PC	PC	
Manufacturing, artisan	PC	PC	PC	PC	
Manufacturing, heavy					
Manufacturing, medium	Б	_	D	D	_
Microbrewery	P P	P P	P P	P P	Р
Research services	Р	Р	P	P	
Scrap operation					
Tank farm					
Tasting room	DC	DC		DC	
Warehouse	PC	PC		PC	
Waste Management Uses:					
Construction (domelition landfill)				-	
Construction/demolition landfill:	D.C.	D.C.	-	DC	D.C.
Construction domestition and a second	PC	PC	_	PC	PC
Construction demolition waste processing	ΙΛ.	Α	Α	Α	A
Medical waste	A	-			
Medical waste Recycling collection center	A P	Р		Р	Р
Medical waste Recycling collection center Recycling facility		-		Р	Р
Medical waste Recycling collection center		-		Р	Р

P: Permitted by right		_			_
PC: Permitted with conditions SE: Special Exception	£	South	East	West	itra
A: Accessory	°N	Sol	Ea	×)en
O: Overlay District					
Transportation Uses:					
Airport, medium or large commercial service					
Airport/heliport					
Boat dock (commercial)	Р	Р	Р		Р
Bus station/landport	Р	Р	Р	Р	Р
Bus transfer station	Р	Р	Р	Р	Р
Commuter rail	Р	Р	Р	Р	Р
Helistop	SE	SE	SE	SE	SE
Motor freight					
Park and ride lot					
Railroad station	SE	SE	SE	SE	
Railroad yard					
Water taxi station	Р	Р	Р	Р	Р
Utility Uses:					
Power/gas substation	Р	Р	Р	Р	Р
Power plant	А	Α	Α	Α	Α
Reservoir/ water tank	Р	Р	Р	Р	Р
Safety services	Р	Р	Р	Р	Р
Waste water treatment	SE	SE	SE	SE	SE
Water/sewer pump station	Р	Р	Р	Р	Р
Water treatment plant	SE	SE	SE	SE	SE
Wind energy facility (small)	PC	РС	PC	РС	РС
Wind energy facility (Utility)			P	-	-
Recreation and Entertainment Uses:					
Adult entertainment	0	0		0	0
After hours establishment	PC	PC		PC	РС
Camp					
Club	Р	Р	Р	Р	Р
Commercial amusement (inside)	Р	Р	P*	Р	Р
Commercial amusement (outside)	Р	Р	P*	Р	Р
Country club	Р	Р	Р	Р	Р
Drive-in movie					
Driving range					
Fairground					
Golf course					
Greenway	Р	Р	Р	Р	Р
Park	Р	Р	Р	Р	Р
Racetrack					
Recreation center	Р	Р	Р	Р	Р
Rehearsal hall	Р	Р	Р	Р	Р
Sex club					
Small outdoor music event			Р		
Stadium/arena convention center	Р	Р	Р	Р	Р
Temporary festival	Р	Р	Р	Р	Р
Theater	Р	Р	Р	Р	Р
Theatre					
Zoo					

Calculations

Measurement from "Grade"

- Unless otherwise indicated, reference to measurements from "grade" shall be calculated using the average elevation along the public rightof-way fronting the property. Thus, grade will generally be measured from the public sidewalk, not from grade on site.
- When buildings are set back from the property line more than 15 feet, grade shall be measured as the average existing elevation at the building facade.
- In the event that the base flood elevation, as established by FEMA, is higher than the sidewalk or grade elevations, the height of the first story, shall be measured from 1 foot above the base flood elevation.
- The minimum ground floor height for all frontage types is 14 feet from grade.

Measurement of Height

- Unless otherwise specified herein, the height of buildings shall be measured in stories.
- The maximum height for an individual story shall not exceed 25 feet from finished floor to finished floor for each of the first 2 stories, 18 feet floor to floor above the second story, and 25 feet for the top story of buildings greater than 5 stories.
- The minimum building height shall be 25 feet. This applies to all buildings except those designed for single-family use, two-family use, or multi-family use with residential on the ground floor.
- The maximum height for a raised foundation is 6 feet above grade.
- Basements are not considered stories for the purposes of determining building height.
- Building height shall be measured from each Street Frontage (excluding Other streets alleys) or Open Space.
- The height of a parking structure concealed by a building liner may be equal to the height of the liner, regardless of the number of stories. If there is no liner to conceal the parking structure, its height is limited by the maximum number of stories allowed.
- The height of fences, walls and hedges shall be measured in feet from the average sidewalk elevation.

Step-backs

- If a building step-back is specified to occur between a range of stories, that range shall include the lower and upper story bounds. For example, the James Robertson Subdistrict specifies a 15' step-back between the 4th and 8th stories. Therefore the required stepback can occur on the 4th, 5th, 6th, 7th, or 8th story.
- To allow for facade variation, stories within the range may be permitted to step-back to a lesser extent or not at all, so long as the minimum stepback depth is met by the upper story bound of the required step-back range.

Fenestration and Glazing

- Except as specifically referenced herein, façade glazing and opening standards shall include windows, doors and openings in parking structures and shall apply to all areas of the building façade facing a public street or open space (excluding Other streets and alleys) as follows:
 - » First Floor: façade area measured from the finished floor to a height 14 feet above the finished floor.
 - » Upper Floors: façade area from finished floor to finished floor.
 - » Openings for vehicular access to parking structures on the first floor shall not be included in calculation of total façade area or glazed area.
 - » The DTC recognizes the need for building systems and functionality including interior mechanical systems, fire safety egress, other building code issues and their impact of the feasibility of building fenestration. Areas of the façade affected by these elements shall not be counted toward minimum glazing requirements.

Street Character

The public right-of-way, including streets, sidewalks and public utility infrastructure, plays both a functional and social role in the life of the city and its citizens. Streets organize the city, help to define space, and link destinations. The street is also a public place where people congregate, shop, socialize and live. Active, attractive streets are critical to the continued growth and success of Downtown. The DTC includes urban design tools to make working, living and playing in Downtown lively, safe and comfortable.

The DTC uses Street Types as an urban design and organizing tool. All streets are classified on the Regulating Plan as Primary, Secondary, Tertiary, Other, or Alley.

Where alleys exist and are in working condition, or where new alleys can be created, the DTC prioritizes alleys for access and loading. The location of vehicular access from all other streets shall be determined on a case-by-case basis.

The Downtown Plan: 2007 Update calls for "a strong emphasis on expanding other modes of transportation including walking, cycling and transit." The DTC emphasizes walking, cycling and transit as primary modes of transportation within Downtown through the urban design of individual buildings, blocks, and neighborhoods.

All Streets

- Streets refer to publicly or privately owned rightof-way. They are intended for use by pedestrian, bicycle, transit and vehicular traffic and provide access to property.
- Streets consist of vehicular lanes and the Sidewalk Corridor. The vehicular lanes, in a variety of widths, provide traffic and parking capacity and may include bicycle paths. The Sidewalk Corridor contributes to the urban character of each neighborhood. It may include pedestrian paths, landscaped planters, street furnishings and street trees.
- Pedestrian safety, comfort, and accessibility should be a primary consideration of street design and dimensioning.
- When alleys are present, vehicular access from alleys is preferred. Vehicular access from public streets shall be considered in the following order: Other Streets, Secondary Streets, Tertiary Streets and then Primary Streets as approved by Metro departments.





Street Character

Street Types

- Primary Street: Primary Streets accommodate high levels of pedestrian activity and high levels of vehicular traffic. On Primary Streets, active uses - residential, retail, restaurant or office - lining parking structures and on the first floor of buildings, and restricted vehicular access enhance the pedestrian experience. Primary streets provide the opportunity for more intense, urban development including shallow Build-to Zones and, in some cases, increased building height. Pedestrian comfort on these streets is of highest importance. Primary streets should have a continuous street wall, wide sidewalks between 15 and 20 feet to provide room for street furniture such as benches, trash receptacles, and bicycle parking. Primary Streets have the highest level of urban activity such as, outdoor dining, retail displays, and community activities like markets, parades, and music. Street trees provide protection from the sun and rain, reduce stormwater runoff and air pollution, and provide aesthetic value to the city. Trees should be planted in wells with tree grates to allow for the uninterrupted flow of pedestrian traffic.
- Secondary Street: Secondary Streets have moderate levels of pedestrian activity and moderate levels of vehicular traffic. Secondary Streets may be mixed-use or more residential in character. The Build-to Zone is generally shallow, and building heights are limited. In mixed-use areas, a continuous street wall should be maintained and sidewalks should be between 12 and 15 feet wide to accommodate pedestrian traffic. In residential areas, the required minimum façade width is limited – allowing for more space between buildings – and sidewalks may be narrower. Both tree wells and open landscaped planters are appropriate depending on sidewalk width.
- Tertiary Street: Tertiary Streets are the less important than Primary and Secondary streets.
 They may function as "back of house" for buildings with multiple street frontages. Care should be taken to make these streets as pedestrian-friendly as possible while accommodating loading and access needs.



Broadway is a Primary Street due to the high intensity of urban activity.



Third Avenue south of Broadway is a Secondary Street within a mixeduse area.



Ninth Avenue North is a Secondary Street within a residential area.

Street Character

- Other Street: Other Streets are streets that do not fall into any of the other street categories. They may have high or moderate levels of vehicular traffic, but often have no access to property and limited pedestrian activity. Building height along these streets is regulated by the other property frontages. Buildings do not front on these streets and may be built up to the property line.
- Alley: Alleys are service roads that provide shared access to property. Public utilities as well as access to mechanical equipment and trash should be located off an alley whenever possible. Where alleys exist and are in working condition, or where new alleys can be created through the dedication of new right-of-way, alleys are prioritized for access and loading.



- The Sidewalk Corridor is the portion of the right-ofway between the vehicular lanes and the property line or building façade.
 - » The primary function of the Sidewalk Corridor is to provide a safe, comfortable, and convenient route for pedestrian travel that is separated from vehicular movements.
 - » The Sidewalk Corridor is a public space that should include pedestrian amenities such as seating, shade trees, places to congregate, trash receptacles and outdoor dining.
 - » The Sidewalk Corridor may accommodate public utilities such as electric poles and vaults, water and sewer lines, bus stops and traffic signals.
- As property develops within the DTC boundaries, property owners shall consult with Metro Planning and Public Works to make the necessary improvements to the streetscape in accordance with the Major and Collector Street Plan, the Downtown Streetscape Elements Design Guidelines, the Strategic Plan for Sidewalks and Bikeways and Title 17.20.120 Provision of sidewalks.



Other Streets are less traveled by pedestrians and have limited access for vehicles from adjoining lots.



Alleys provide access for parking and service areas.

Street Character

Street Trees

Shade-producing street trees shall be planted in the public right-of-way along the length of the lot frontage at a maximum spacing of fifty feet and a maximum spacing of thirty feet within the East Bank subdistrict or in accordance with the regulations of Metro departments and agencies.

Tree Quality

Tree species shall be chosen from the *Urban Forestry Recommended and Prohibited Tree and Shrub List* based on tree size and planting area provided or an alternative species deemed appropriate by the Urban Forester.

- At planting trees, shall meet the requirements for street trees set out in the *American Standard for Nursery Stock*.
- All nursery stock used as street trees shall be vigorous, healthy and free of diseases or infestation.
- Planting Area Dimension
 - » The following standards are minimum standards. All development is encouraged to provide street trees with the largest area of pervious surface and volume of soil that can be accommodated.
 - » Trees shall be accommodated in planting areas with a minimum depth of 3 feet and a minimum soil volume of 400 cubic feet.
 - » The minimum pervious opening at grade shall be 24 square feet.
 - » Tree vaults shall have the capability to drain water.
 - » Planting areas shall not inhibit ingress/egress from buildings or pedestrian traffic along the Sidewalk Corridor.

Future Streets

Downtown thrives on a connected system of streets which allow easy access within neighborhoods and to other parts of the city. There are, however, places for improvement. The Future Streets Plan shows how streets could be realigned, connected and created in the future to improve mobility within Downtown.

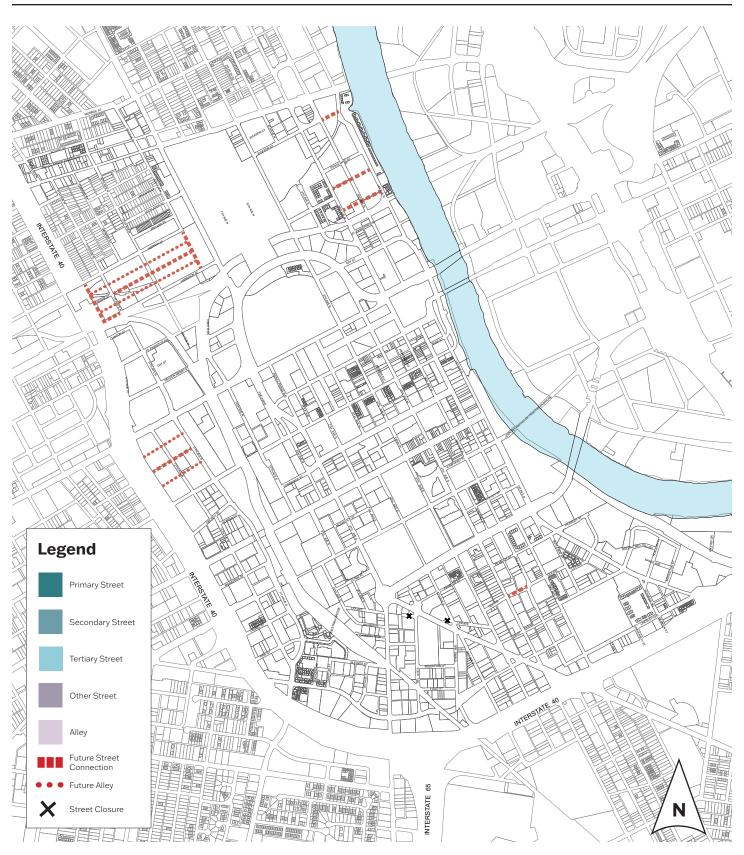
Properties near an area highlighted for change on the Future Streets Plan shall consult with the Planning Department and the Department of Public Works to discuss the potential change.

Future streets within the East Bank subdistrict shall follow the dimensions established by Imagine East Bank.

Multimodal Transportation Network

Downtown is envisioned to accommodate all modes of travel with an emphasis on multimodal transportation. As property develops, properties shall implement the Priority Bike Network recommendations of the WalknBike Nashville plan.

Future Streets Plan



Lots and Frontages

Frontages

A Frontage is the specific way in which the building face addresses the street. It is the transition and interaction between the private and public realms. Building Frontages define the character and form of the public spaces within each neighborhood. The following standards shall apply to all development within the DTC.

- Buildings shall front a street (excluding alleys), open space, or a pedestrian passage.
- Principal and Minor Frontages
 - » Every property shall establish one Principal Frontage along a street.
 - When a lot fronts more than one street the following priority shall be given when establishing the Principal Frontage: Primary Street, Secondary Street, Tertiary Street, Other Street.
 - » Any other frontage(s) shall be treated as a Minor Frontage.
 - » In the instance a property fronts multiple Primary streets, any may be chosen as the Principal Frontage or all may be treated as the Principal Frontages.
 - » Along a Minor Frontage, the façade width may be reduced to the maximum depth of the building along the Principal Frontage. The remaining lot width shall be defined with a kneewall according to the Walls and Fences section of the DTC.
 - » Along a Minor Frontage, modifications may be granted for the reduction of ground level garage liners and/or glazing requirements.

Façade Width

- » The minimum façade width is the minimum amount of the frontage that must be defined by a building and is designated as a percentage of the frontage.
- » If a single lot frontage is greater than two hundred feet, the façade width may be reduced to a minimum of one hundred and fifty feet in length.
- Open Space Frontages
 - » When building facades front on open space the standards of the adjacent street type (excluding Tertiary) shall apply unless otherwise noted.

- » All buildings fronting open space shall have a minimum of one primary pedestrian entrance on the open space.
- Pedestrian Passage Frontages
 - » When building facades front on a pedestrian passage the standards of the adjacent street type (excluding Tertiary) shall apply.
 - » All buildings fronting a pedestrian passage shall have a minimum of one primary pedestrian entrance on the pedestrian passage.

Build-to Zone

- The Build-to Zone is the specified depth along a property's street frontage(s) in which the required minimum façade width must be located. The depth is Subdistrict and Street Type specific.
- Depending on site conditions the front of the Buildto Zone may begin at different locations.
 - » When the existing sidewalk meets the Major and Collector Street Plan standards for sidewalk width, the Build-to Zone begins at the back of the sidewalk/property line.
 - When the existing sidewalk does not meet the Major and Collector Street Plan standards for sidewalk width, the sidewalk shall be widened on site and the Build-to Zone begins at the back of the new sidewalk.
 - When utility or pedestrian easements exist along the street frontage of a property the Build-to Zone shall begin at the back of the easement.
 - » When buildings front an Open Space the Buildto Zone shall begin at the back of the Open Space.

Attachments

- » Structures, including porches, stoops, and balconies shall not encroach beyond the front of the Build-to Zone.
- » Elements such as stairs, awnings, and landscaping may encroach beyond the front of the Build-to Zone. Any encroachments into the right-of-way must follow the Mandatory Referral process.

Entrances

» All buildings shall have at least one pedestrian entrance on the Principal Building Frontage. This may be access to a lobby shared by individual tenants.

Lots and Frontages

» Corner entrances are appropriate on corner lots.

Glazing

- » All street level exterior windows must be clear and fully transparent.
- » Modifications may be permitted insofar as it is determined that tinting does not substantially diminish the effect of the building wall or the pedestrian character of the street.

Vehicular Access

When calculating the minimum façade width, access to structured parking shall be counted as part of the required façade width, and access to surface parking shall not be counted part of the required façade width. That is, access to surface parking is allowed in the "remaining" area, after the façade width requirement has been met. Surface parking is not allowed in the "remaining" area.

Active Use

- An active ground floor use requirement shall mean a habitable space occupied by retail, office, institutional, or lobby uses, specifically excluding parking and mechanical uses. Active uses are those programmed spaces that generate pedestrian street activity and interaction. Residential units, short term rental property units, and hotel units are also specifically excluded on the ground floor of all Primary streets. Hallways, storage rooms, fitness centers, and other ancillary spaces are not considered active uses.
- An active use is required on the ground floor of all Primary streets, Secondary streets, Open Space and pedestrian passages. An active use is encouraged on Tertiary streets, particularly if the that street is the only public street frontage.
- Where a building fronts two streets, pedestrian passageways, bridges open spaces, or a combination thereof, on the same vertical plane, the frontage standards shall be applicable to both elevations, except that measurements of height shall be taken from the higher elevation. Alternatives may be reviewed by minor modification.
- The term "active use" and "building liner" are synonymous.

Materials

- All façade materials, exclusive of clear fenestration, shall be high quality and selected from the following list: masonry, masonry panels, textured metal, metal paneling, precast concrete, precast concrete panel, fiber cement panel, fiber cement siding, spandrel glass (on upper stories only), or materials substantially similar in form and function. This requirement applies to any façade visible from a public street, open space, or interstate in all subdistricts.
- Alternative façade material may be used if determined to be appropriate by the Planning Staff.
 Any determination made by the Planning Staff may be appealed to the DTC DRC.
- Modifications may be permitted insofar as it is determined that these materials are necessary to further an established, overriding policy goal and will not significantly diminish the pedestrian experience.

Auto-oriented canopies and awnings

- Auto-oriented canopies and awnings, for uses such as drive-thrus and gas station pumps, may be attached to a building according to the following:
 - » The building shall comply with all Frontage standards.
 - » The canopy and/or awning shall be lower in height than the primary building.
 - » The setback of the canopy and/or awning shall be a minimum of 15 feet from the back of the Build-to Zone.

Exteriors

» Any new roof or complete resurfacing of an existing room must use a roofing material having an SRI of 29 or greater for room slopes greater than 2:12 or SRI of 78 for slopes less than or equal to 2:12.

Lots and Frontages: Specific to Storefront Frontage

The Storefront Frontage has a limited Build-to Zone that is close to the street, with building entrances accessible at sidewalk grade. The Storefront Frontage has substantial glazing on the facade at ground level, space for pedestrian-oriented signage, awnings, retail display, and other design features conducive with creating an active commercial streetscape.

The Storefront Frontage is commonly used for general commercial, office, retail, restaurant, lobby, etc.







Lots and Frontages: Specific to Storefront Frontage

STOREFRONT FRONTAGE

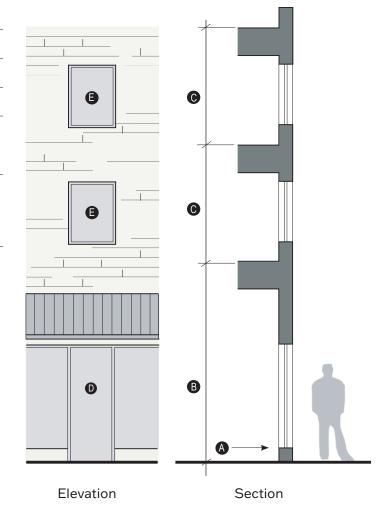
Min. upper floor(s) openings

A	Max. sill height	3 ft
В	Min. ground floor height	14 ft from grade
©	Min. upper floor(s) height	10 ft floor to floor
D	Min. ground floor glazing	
	Principal Frontage	60% from grade to 14 ft
	Minor Frontage	40 % from grade to 14 ft

NOTES

Where Storefront frontage is allowed, modifications may be given to allow for a Storefront arcade. All Storefront Frontage standards shall be met on the facade behind the arcade.

25% from floor to floor



Lots and Frontages: Specific to Stoop Frontage

The Stoop Frontage has a limited to moderate Build-to Zone with the first floor elevated from the sidewalk grade. This frontage type utilizes a stoop - a small landing connecting a building entrance to the sidewalk by a stair or ramp - to transition from the public sidewalk or open space into the building.

Stoops are generally provided externally, but may be provided internally as necessitated for ADA compliance.

The Stoop Frontage is generally used for residential and live-work buildings, but may be appropriate for other uses.







Lots and Frontages: Specific to Stoop Frontage

STOOP FRONTAGE

A	First floor elevation	
---	-----------------------	--

Min.18" from gradeMax.5 ft from grade

B Min. ground floor openings 30% floor to floor

Min. upper floor(s) openings 25% from floor to floor

Stoop

D Min. stoop width 5 ft

Stoops may not extend beyond the front of the Build-to Zone.

Steps may extend beyond Build-to Zone, but may not encroach into the public Right-of-Way.

NOTES

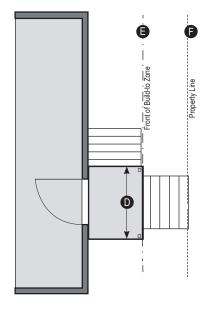
Greater first floor elevation allowed by modification for:

- Property with significant elevation change across the site at the street frontage.
- Development that incorporates below grade basement floors that are accessible from the exterior of the building.

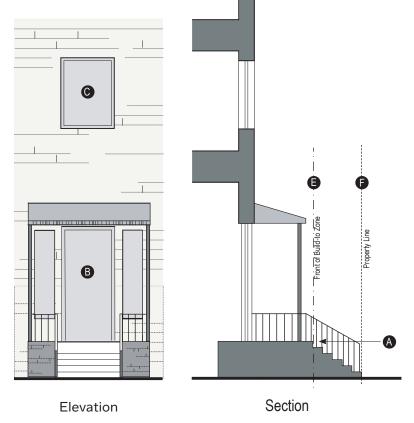
Transition to first floor elevation may be accommodated on the interior of the building to allow for compliance with ADA accessibility requirements.

Entries shall not be recessed more than 4 feet from the facade of the building.

Doors shall face the street.



Plan



Lots and Frontages: Specific to Porch Frontage

The Porch Frontage has a moderate Build-to Zone with the first floor elevated from the sidewalk grade. The Porch Frontage utilizes a porch - an open air room appended to the mass of a building with floor and roof but no walls on at least two sides - to transition from the public sidewalk or open space into the building.

The Porch Frontage is primarily used for residential buildings.







Lots and Frontages: Specific to Porch Frontage

PORCH FRONTAGE

A	First floor elevation		
	Min.	18" from grade	
	Max.	5 ft from grade	
В	Min. ground floor openings	30% floor to floor	

Min. upper floor(s) openings 25% from floor to floor	C	Min. upper floor(s) openings	25% from floor to floor
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Porch

Min. porch depth 5 ft

Stoops may not extend beyond the front of the Build-to Zone.

Steps may extend beyond Build-to Zone, but may not encroach into the public Right-of-Way.

NOTES

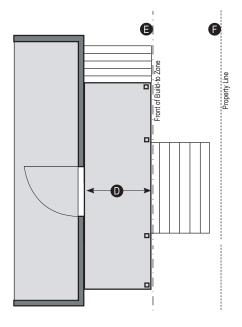
Greater first floor elevation allowed by modification for:

- Property with significant elevation change across the site at the street frontage.
- Development that incorporates below grade basement floors that are accessible from the exterior of the building.

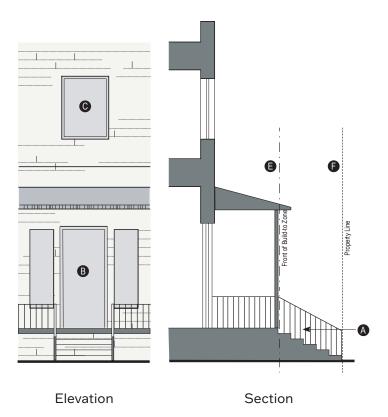
Transition to first floor elevation may be accommodated on the interior of the building to allow for compliance with ADA accessibility requirements.

Entries shall not be recessed more than 4 feet from the facade of the building.

Doors shall face the street.



Plan



Lots and Frontages: Specific to Industrial Frontage

The Industrial Frontage shall be used to adapt existing buildings to the standards of the DTC and for new construction of buildings intended for industrial uses. The Industrial Frontage shall be allowed only in specified subdistricts on specified streets and shall be prohibited on Primary Streets.

The Industrial Frontage mitigates the negative impact of the "blank wall" on the street by requiring the Build-to Zone to be entirely landscaped with drought-resistant plantings. All landscaping shall be in a functioning bioswale, or irrigated using drip irrigation or sub-surface irrigation. If drought-tolerant species are used, no irrigation is require.

A primary pedestrian entrance is required on the Principle Facade.

Associated vehicular entrances shall comply with the Parking and Access and Mechanical, Screening and Loading standards.

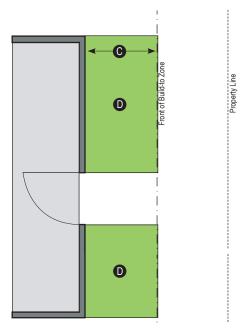
Lots and Frontages: Specific to Industrial Frontage

INDUSTRIAL FRONTAGE

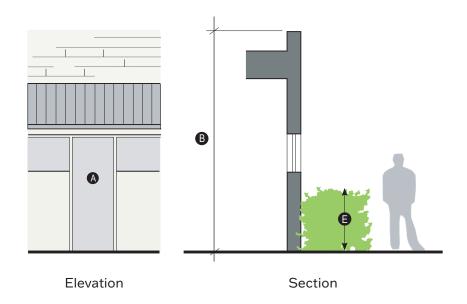
A	Front door	Required on Principle Facade	
B	Min. Building Height	25 ft from grade	
©	Build-to Zone	5-10 ft	
D	Landscaping	Entire Build-to Zone shall be landscaped with drought resistant species; in a bioswale or irrigated	
E	Min. landscaping height	2'-6"	

NOTES

Industrial Frontage is prohibited on Primary streets. A building intended for an industrial use, with frontage on a Primary street shall comply with the standards of another frontage type on the Primary street.



Plan



Lots and Frontages: Specific to Civic Frontage

Civic buildings are designed and constructed for community use or benefit by governmental, cultural, educational, public welfare, or religious organizations. Civic buildings are inherently unique structures that present opportunities for unusual and iconic design within the urban fabric. Civic buildings should be designed with prominence and monumentality.

A Civic building shall be oriented to streets and public spaces and follow the intent of the particular subdistrict in which it is located with regard to pedestrian orientation, massing, and articulation.

Key architectural features should act as community focal points. Where possible, street axes should be terminated by the primary building form or architectural feature. Towers, spires, and other vertical forms are encouraged.

Civic buildings may include the following: community buildings, libraries, post offices, schools, religious institutions, publicly owned recreational facilities, museums, performing arts buildings, and municipal buildings.

Civic buildings shall be reviewed by minor modification.







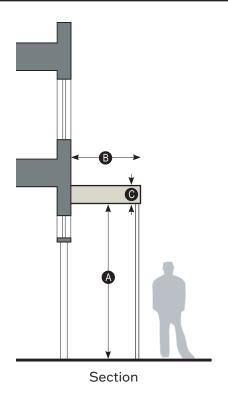
Canopies and Awnings

CANOPIES

Maximum projection Maximum canopy height	within 2' of cur
Maximum	25'
Minimum with ROW encroachment	14'
Minimum from sidewalk	8'
Clearance	

NOTES

Canopies shall be permitted only over pedestrian and vehicular building entrances, and shall not be permitted above windows. Canopies shall be constructed as a roof-like structure. Fabrics and non-rigid plastic are prohibited.

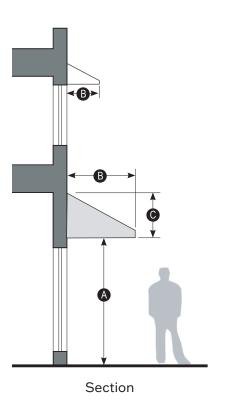


AWNINGS

Clearance	
Minimum from sidewalk	8'
Minimum with ROW encroachment	14'
Maximum projection	
First floor	4' from facade
Upper floors	2' from facade
Maximum awning height	5'
	Minimum from sidewalk Minimum with ROW encroachment Maximum projection First floor Upper floors

See the Lots and Frontages section for details on auto-oriented canopies and awnings.

Encroachments in the public right-of-way must meet Metropolitan Government's current clearance standards and be approved under the mandatory referral process prior to installation.



Parking and Access: General

Parking Requirements

 No parking is required within the boundary of the DTC.

Parking and Access General Standards

- In addition to the Parking and Access standards of the DTC the following shall apply:
 - » 17.20.050 Handicapped parking, 17.20.060 Parking area design standards, and 17.20.130 Loading space requirements.
- When alleys are present, vehicular access from alleys is preferred. Access from public streets shall be considered in the following order: Other Streets, Tertiary Streets, Secondary Streets and then Primary Streets as approved by Metro departments. Reviewers shall consider the public safety, street character, and pedestrian experience.
- Vehicular / Pedestrian Conflict
 - » Where driveways to parking facilities or dropoff areas cross the Sidewalk Corridor, priority shall be given to the pedestrian realm and the following design elements shall be required:
 - » The DTC and MCSP sidewalks and tree planting standards shall be maintained for any pedestrian islands created.
 - » Bollards or other protective device shall be used to separate pedestrian and vehicular areas.
 - » Distinction between vehicular lane and pedestrian areas shall be indicated through changes in grade, color, texture and/or material.
- To reduce stormwater fees and impact, utilize Low Impact Development strategies published in Metro Water Services Stormwater BMPs for hardscaping, including parking and drive lanes.

EV Parking Standards

- EVSE-Installed parking spaces are reserved for EVs and provide drivers the opportunity to charge their electric vehicle using EV charging stations rated at a minimum of 32amp 7.2kW. These spaces should be installed per the requirements of the National Electrical Code (NFPA 70) as adopted and amended by the State of Tennessee.
- EV-Capable parking spaces prepare for future Electric Vehicle Supply Equipment (EVSE) installation by providing dedicated electrical capacity in the service panel (40amp breaker for every two EV-Capable spaces). These spaces do not require wiring to the space or a receptacle.
- Charging equipment must be mounted on the wall or on a structure at the end of the EV parking space provided.
- No charging devices may be placed within the dimensions of the space, on the sides, or entrance to a space.
- When cords and connectors are not in use, retraction devices or locations for storage shall be located sufficiently above the pedestrian surface and the parking lot as to reduce conflicts with pedestrians and vehicle maneuvering.
- Cords, cables, and connector equipment shall not extend across the path of travel in any sidewalk or walkway.
- All EVSE-Installed parking spaces shall be signed as "Reserved for Electric Vehicle Charging"

Parking and Access: Specific to Structured Parking

Vehicular Access

- Vehicular openings to parking structures shall not exceed thirty-five feet in width.
- Vehicular openings shall have a minimum spacing of thirty-five feet.

Pedestrian Access

 All parking structures with parking available to the public shall have a clearly marked pedestrian entrance, separate from vehicular access, on street frontages. A publicly accessible building lobby may meet this requirement.

Location and Lining

- On the ground level, parking structures shall be located behind a liner building with an active use that is a minimum of fifteen feet deep.
- Upper level habitable liners are encouraged on all streets and are required on James Robertson Parkway and within the East Bank subdistrict. Underground parking is encouraged on all projects but is required on certain sites. See subdistrict standards for details.
- Upper level facade treatments /cladding is required on all public street frontages, including any facades visible from the Interstates. Facade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding built context.
 Openings for natural ventilation are permissible when integrated into the facade design. Landscape buffering may be considered as an alternative at appropriate locations, such as Interstate frontages.
- All underground parking shall not be visible from the surface of the earth. Underground parking that is completely below grade may extend beyond the façade of the building. Underground parking may not encroach into the right-of-way.

Quantity

 The number of stories of structured parking without upper level habitable liners on all public street frontages and open spaces shall not exceed the number of levels of underground parking.



Appropriate upper level facade treatment with full cladding



Appropriate upper level facade treatment with natural ventilation integrated into the facade design



Inappropriate upper level facade treatment

Parking and Access: Specific to Surface Parking

General Standards for Surface Parking

Parking area screening and landscaping standards shall apply to all surface parking lots including, but not limited to, public and private parking facilities, driveways and access aisles, the outdoor display of automobiles and other vehicles that are for sale or lease.

Perimeter Screening Standards for Surface Parking

Parking areas adjacent to public streets and open space shall be separated from the edge of the rightof-way and/or property line by a perimeter landscape strip a minimum of five feet in width which shall be landscaped per the standards of this section.

All perimeter landscape strips adjacent to public streets and open space shall include a fence or wall in accordance with the Fence and Wall Standards.

Parking areas shall be separated from adjacent side lot lines by a perimeter landscape strip a minimum of 5 feet in width, which shall be landscaped per the standards of this section.

A two and one-half foot landscape strip may be provided if the required trees are to be planted in tree islands located adjacent to the property line.

Two adjacent properties may share equally in the establishment of a seven-foot (minimum) planting strip along the common property line. In instances where the common perimeter planting strip is part of a plan for shared access, each owner may count the respective area contributed toward that common planting strip toward the interior planting area requirements for the lot.

Berms are not permitted in any landscape strips.

Interior Planting Requirements

Parking areas shall be landscaped in accordance with the interior planting requirements of Title 17.24.160.

Parking areas with less than twelve thousand square feet in total area shall be exempt from the interior and side lot line planting requirements.

Landscape Materials

Perimeter landscape strips along public streets, open space and side lot lines.

Trees shall be installed at a rate of one tree for every thirty feet of frontage. Spacing may be adjusted with the approval of the Urban Forester based upon tree species, the presence of utilities, and the dimensions of the planting strip.

Evergreen shrubs and trees shall be installed at appropriate spacing to fully screen vehicles to a minimum height of two and one-half feet.

Plantings within fifteen feet of driveways or street intersections shall be maintained to a maximum height of two and one-half feet.

Plantings shall not obstruct views onto site as to impede the security of users.

Tree and shrub species shall be chosen from the Urban Forestry Recommended and Prohibited Tree and Shrub List or an alternative species deemed appropriate by the Urban Forester.

At planting, trees shall be a minimum of six feet in height and two caliper inches.

All landscaping shall be in a functioning bioswale, or irrigated using drip irrigation or sub-surface irrigation. If drought-tolerant species are used, no irrigation is required.

At planting, all landscaping shall meet the standards for size, form and quality set out in the American Standard for Nursery Stock (ANSI Z60.1, latest edition).

All nursery stock shall be vigorous, healthy and free of diseases or infestation.

Mechanical, Service, and Loading

Applicability

The following elements shall be shielded from view from adjacent public streets, pedestrian corridors, and open spaces.

- Refuse collection, dumpsters, recycling bins, and refuse handling areas that accommodate a dumpster or five or more trash or recycling cans.
- Building or ground-mounted mechanical equipment, including, but not limited, to transformers, backflow preventors, telephone risers, equipment cabinets, generators, or similar devices.
- Mechanical equipment on roofs.
- Air conditioning or similar HVAC equipment.
- Loading docks, berths, or similar spaces including, but not limited, to service entrances and maintenance areas.
- Outdoor storage of materials, equipment, and vehicles.

Location and Access

- Applicable site elements shall be located along the alley, along an interior property line, or internal to the property.
- Service elements, such as loading docks, should not be accessible from Primary streets, unless a Primary street is the only frontage.
- Trash and recycling collection shall be located below grade or internalized within blocks. Direct access to street frontage is prohibited.
- Where access to loading areas and service elements cross the Sidewalk Corridor, priority shall be given to the pedestrian realm and the following design elements shall be required:
 - » The DTC and MCSP sidewalks and tree planting standards shall be maintained for any pedestrian islands created.
 - » Bollards or other protective device shall be used to separate pedestrian and vehicular areas.
 - » Distinction between vehicular lane and pedestrian areas shall be indicated through changes in grade, color, texture and/or material.

Screening Standards

 Applicable site elements shall be fully screened at all times, including immediately following planting if vegetative materials are to be used. Refuse collection and refuse handling areas shall be screened by a walled enclosure with gates in accordance with the Fence and Wall Standards of the DTC.

Screening Methods

- Vegetative Materials:
 - » Vegetative materials shall be planted in two rows in staggered fashion.
 - » All trees shall be evergreen with a minimum height at time of planting of at least six feet above the root ball.
 - » All shrubs shall be evergreen with the minimum height and spacing necessary to fully screen the item intended for screening (but no less than thirty inches in height) at the time of planting.
 - » Vegetative material shall be located immediately adjacent to the element being screened in a planting area a minimum of four feet wide.
- Fencing and Walls
 - Screening is permitted through the use of a fence or wall constructed in accordance with the Fences and Walls Standards of the DTC.
- Parapet Walls
 - » Parapet walls or other techniques included as an integral part of the building design shall be used to totally screen any rooftop mechanical equipment from view from adjacent public rights-of-way or open space.
- Integrated Building Elements or Features
 - » Building design or other structural features (e.g., knee walls, alcoves, wing walls, roof extensions, etc.) may also be used to fully or partially enclose site features required to be screened.
- Alternative Screening Methods
 - » Alternative screening methods or materials that are not listed may be used following approval by the Planning Commission or its designee, provided that they are determined to be comparable to screening methods described in this subsection.

**In order to properly locate and screen mechanical equipment, approval may be required from applicable Metro departments and agencies.

Fences and Walls

Location

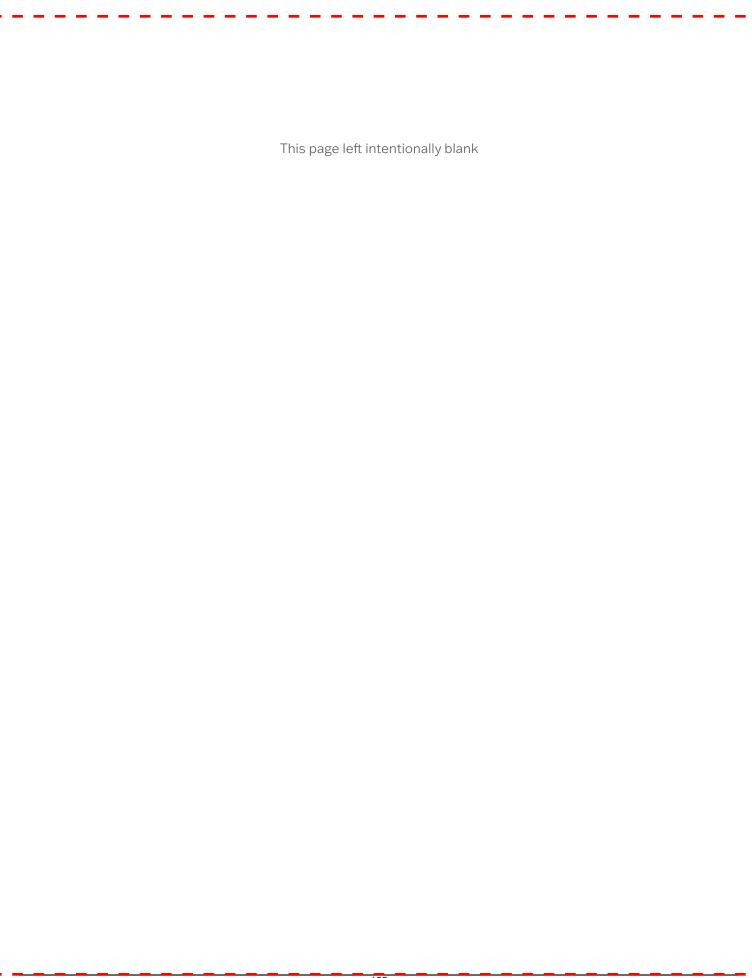
- Permitted Locations: Fences and walls constructed in accordance with the standards in this section may be constructed within:
 - » The Build-to Zone.
 - » A utility easement only through the express written consent from the utility or entity holding the easement.
 - » A required landscape area, Tree Protection Zone, or open space.
- Prohibited Locations: No fence or wall shall be installed that:
 - » Encroaches into a right-of-way (without approval through the Mandatory Referral process).
 - » Blocks or diverts a natural drainage flow on to or off of any other land.
 - » Compromises safety by blocking vision at street intersections or obstructs the visibility of vehicles entering or leaving driveways or alleys.
 - » Blocks access to any above ground or padmounted electrical transformer, equipment vault, fire hydrant or similar device.

Appearance

- All fences shall be installed so that the finished side shall face outward; all bracing shall be on the inside of the fence.
- Fences and walls shall be constructed of any combination of brick, stone, masonry materials, treated wood posts and planks, rot-resistant wood, or metal. Chain link fencing shall be coated with dark green or black vinyl when visible from a public street or open space (excluding alleys).
- Chain-link fences are prohibited within the Build-to Zone.
- Razor wire is prohibited within the Build-to Zone.
- Fences and walls used to screen refuse areas shall be opaque and include gates that prohibit unauthorized users to access the area.

Standards by function and location

- Fences and walls within the Build-to Zone shall not exceed four feet in height.
 - » Modifications may be made in order to properly secure playgrounds and parks.
 - » The height of fences and walls along a sidewalk shall be measure from sidewalk grade.
- Fences and walls within the Build-to Zone that are greater than three feet high shall be a minimum of thirty percent transparent to allow visibility into the property.
- Fences and walls used to screen parking shall be a minimum of two and one-half feet above the grade of the parking lot.
 - » When a fence or wall is combined with plantings the majority of the plantings shall be between the right-of-way and the fence or wall.
- Fences and walls used to screen mechanical, loading and refuse elements shall be a minimum of two feet taller than the element being screened.
- All other fences and walls shall have a maximum height of ten feet measured from grade.
- Fences surrounding athletic fields and courts may exceed the previous height limitations.



Outdoor Space

Introduction

NashvilleNext envisions enjoyable outdoor spaces as vital elements of Downtown's urban neighborhoods, integral to livability, and accessible within one-quarter mile to any Downtown resident. The Downtown Code (DTC) incorporates the goals of NashvilleNext and promotes a range of outdoor space types – that can form a cohesive network that serves the diverse needs of residents and visitors, while bolstering environmental resiliency and a vibrant public realm. As functional infrastructure, outdoor spaces should link adjacent greenways, parks, play areas, plazas, natural areas, as well as passive and recreational facilities to form an expansive and universally accessible public realm.

All proposed outdoor spaces shall comply with this section, whether publicly- or privately-owned.

Metro-Owned Outdoor Spaces

Metro Parks and Greenways are a critical and valued component of Downtown's public realm, operated and maintained by the Metro Parks Department. In addition, some alleys and shared streets may function as outdoor spaces, for a specific event or throughout the year, though they are located within Metro rights-of-way (ROW). These outdoor spaces shall follow the standards set out by their respective governing departments with consideration for applicable easements and operating agreements.

Overview

Any proposed outdoor space in the DTC shall be reviewed for how they address four fundamental design components (page 90-96):



Site Context and Response



Fixtures and Furnishings



Site Design and Layout



Materials

Depending on the outdoor space's typology (page 89), type-specific requirements may apply (page 97-98).

Privately-Owned Public Spaces (POPS)

Privately-owned public spaces (POPS) are publicly accessible and welcoming outdoor spaces owned, operated, and maintained by a private entity, on privately-owned property. POPS proposed within the DTC shall meet the design and operations standards set forth in "Outdoor Space General Design Standards" (page 90). POPS that meet pertinent eligibility requirements and design criteria may be eligible for the POPS Bonus Option within the DTC Bonus Height program (page 100).

As a vital and welcoming element of the DTC's public realm, POPS shall:

- Be accessible and enjoyable for all users regardless of ability, by complying with applicable code standards for access for persons with disabilities.
- 2. Provide clear signage at each street frontage that describes the space as publicly accessible and outlines the terms of use for the space.
- 3. Be generally accessible during daylight hours, with minimal closures, throughout the year.

How to Use this Section

Throughout the rest of this section, intent, requirements, and recommendations are included for outdoor space design and operations standards. Intent statements are included to guide applicants, the DRC, and Staff in their interpretations of the section. The requirements are mandatory and, as such, are subject to the typical DTC modification procedure for any proposed variance from the standard. Recommendations are not mandatory, but are provided as suggestive guidance to demonstrate best practices. Variance from the recommendations shall not be subject to the DTC modification process.

Outdoor Space

Typology

The DTC is comprised of a diverse array of outdoor spaces, categorized by the types listed below. Several typologies have type-specific requirements (page 97-98).

While some types in this list—such as alleys or outdoor dining areas—could be found on private property or within public right-of-way, the standards in this section apply only to private property.

DTC Outdoor Space Types without type-specific requirements Court or Courtyard: an enclosed outdoor space adjacent Alley (private only): a narrow access point serving the

- to and associated with a neighborhood building.
 Paseo (Passage): a narrow, pedestrian-only connection between buildings, which may be roofed over and/or
- lined by active uses.
 Play Structure: a play fixture or facility designed for active use for all age groups, which may or may not be enclosed.
- Plaza: a paved public space intended to support civic, religious, or commercial gatherings, accommodating air and light in the urban fabric.
- Pocket Park: small, publicly accessible outdoor spaces usually less than 0.5 acres—typically found in dense urban areas where access to larger parks or green spaces is limited.
- Greenway or Shared-Use Path: paved off-road facilities designed for travel by a variety of nonmotorized users, including pedestrians, bicyclists, skaters, joggers, and others.
- Other, as deemed appropriate by MPC staff.

- Alley (private only): a narrow access point serving the non-primary frontage of buildings, typically paved to the edges without curbs, designed for either vehicular or pedestrian use.
- Dog Park (Dog Run): an outdoor, enclosed space intended to meet the physical needs of dogs in the urban environment.
- Green Infrastructure: natural or semi-natural areas designed and managed to deliver ecosystem services such as purifying stormwater, mitigating stormwater runoff, improving air quality, enhancing biodiversity, providing habitat, mitigating the urban heat island effect, offering space for recreation, and assisting in climate mitigation and adaptation.
- Outdoor Dining Areas: outdoor spaces designated for the consumption of food or drinks.
- Playground: a play area intended for active recreation primarily designed for children.
- Splash Pad (Spray Park): a recreation area featuring interactive water elements for play and cooling.
- Through Block Plazas: outdoor spaces located midblock that connect two street frontages.



Court or Courtyard



Play Structure



Pocket Park



Alley (Private Only)



Dog Park (Dog Run)



Outdoor Dining Areas



Playground



Paseo (Passage)



Plaza



Greenway or Shared-Use Path



Green Infrastructure



Splash Pad (Spray Park)



Through Block Plazas

Outdoor Space: Design Standards



Site Context and Response Design Standards

Outdoor spaces shall intentionally respond to and complement the existing site context and urban fabric, including a sensitive consideration of topographical conditions, slope, aspect, circulation patterns, and surrounding buildings and infrastructure.

- Requirements:
 - » Solar orientation studies shall be provided at summer and winter solstice to ensure both sunny and shaded areas to optimize seasonal comfort.
 - » POPS shall be visible from the primary street frontage or next hierarchical street type.
 - » POPs shall generally be located at the same grade level as adjoining sidewalks and streets. Minor changes in elevation, not to exceed 30 inches above or below the adjacent sidewalk, are permitted. Additional flexibility may be considered for POPS larger than 10,000 square feet.
 - » Sites adjacent to rail corridors or the Interstate shall provide noise buffers. Sight lines for railroads may be maintained.

Outdoor spaces shall improve multimodal connectivity within Downtown.

- Requirements:
 - Internal paths for circulation are required to connect each of the street frontages on which an outdoor space fronts to building entrances and major design features.
 - » If a site is adjacent to or abuts an existing or planned Metro Park or Greenway, it shall provide an accessible and direct pedestrian connection to that resource. (Refer to Plan to Play for planned Metro Parks and Greenways.)
 - » If a site is within 100 feet of a transit stop, an accessible and direct pedestrian path shall be provided to connect the outdoor space to the transit stop or adjacent sidewalk.

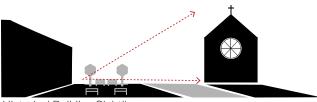
Outdoor spaces shall maximize their relationship to and views of the Cumberland River, where relevant.

- Requirements:
 - » If a sight line to or view of the Cumberland River exists from a proposed site, the sight line shall

- be preserved through the orientation of the outdoor space where feasible.
- If public access to the waterfront is currently provided on a site, it shall be preserved and enhanced.
- Recommendations:
 - » WEDG (Waterfront Edge Design Guidelines) are encouraged for riverfront properties.

Outdoor spaces shall respect historic and culturally significant structures and landmarks, where relevant.

- Requirements:
 - » If a sight line to or view of a nationally or locally designated historic place or landmark exists from a proposed site, the sight line shall be preserved through the orientation of outdoor space where feasible.
 - » If an outdoor space is proposed adjacent to a national or locally designated place or historic landmark, the design shall acknowledge the historic resource using at least one of the following design techniques:
 - Site design that enhances visual or physical connectivity to the resource
 - ♦ Site layout that complements the resource
 - Programming that complements the use or character
 - Best practices for designing in a historical context shall be followed, including utilizing complementary building materials, vegetation, and design styles. Department of Interior Standards shall be used when designing adjacent to historic landmarks.



Historical Building Sightline

Outdoor Space: Design Standards



Site Design and Layout Design Standards

Outdoor spaces shall maximize human comfort, support livability, and advance quality of life.

- Requirements:
 - » A site shall be designed so that occupiable outdoor spaces receive at least partial shade during the summer.
 - » Refuse collection:
 - Refuse bins shall be placed in visible locations, near seating areas and within 10-20 feet of each entrance or access point.
 - One refuse bin shall be required for every 1,500 square feet of outdoor space to ensure convenient access throughout the site.
 - All refuse bins shall be covered.
- Recommendations:
 - » A site should strive to be designed in a way that occupiable outdoor spaces receive sun for at least one hour on a winter day.
 - » Refuse bins should be located throughout the site.

Outdoor spaces shall engender safety and security.

- Requirements:
 - » Provide lighting as specified by section 17.28.100 of the Metro zoning code for safety, visibility and expected nighttime activity.
- Recommendations:
 - Specify light fixtures that complement the design of the space and enhance the overall ambiance.
 - » Consider solar-powered and energy efficient fixtures, as well as energy-saving features such as timer and motion control.
 - » Minimize short-wavelength (bluish) light.

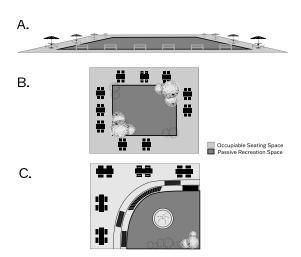
Outdoor spaces shall encourage gathering, socialization, and active use within public spaces.

- Requirements:
 - A minimum of half of the seating provided shall be primary seating—i.e. chairs or benches with backs and arm rests. The other half of the seating may be informal seating such as steps,

planters, pedestals, seat walls, etc.

Recommendations:

- » In busy pedestrian areas or along expected pedestrian routes seating should be spaced at a rate of one linear foot of seating per 200 feet of outdoor space. In outdoor spaces such as plazas, seating may be placed at one linear foot of seating for every 30 square feet of plaza to ensure easy accessibility and inclusive mobility.
- » Hostile or unwelcoming architectural elements, such as spikes and the excessive use of bollards, are discouraged.
- » Provide a range of seating options, including benches with backs and armrests, as well as tables that accommodate wheelchairs.
- » Pair seating areas with shade, water features, outdoor dining, views, and children's play areas.
- » Consider modular designs that can be rearranged to accommodate different activities and events.
- » Design seating arrangements at a variety of scales and groupings for a range of gatherings, from smaller and informal to larger programmed events.



Seating examples for occupiable outdoor space

Outdoor Space: Design Standards



Fixtures and Furnishings Design Standards

No single fixture or furnishing in this section is mandatory within the DTC. However, if one from the provided list is proposed, it shall comply with the associated design requirements.



Art

Fixtures and Furnishings

Intent:

To enrich the cultural and visual character of a place by showcasing creative works that reflect the community's identity, values, and history, while offering opportunities for reflection, inspiration, and public engagement. Art, including but not limited to sculpture, murals, water features, and environmental artwork are encouraged within or adjacent to outdoor space.

Requirements:

- Art shall not obstruct pedestrian or vehicular circulation patterns or contribute to congestion.
- Art shall be reviewed for potential safety hazards for pedestrians or motorists, including but not limited to, obstructed site lines and creation of potentially adverse distractions or movements.
- Art shall be of an appropriate size and scale for the space in which it is being proposed.
- Art shall be appropriately lit.
- Art shall not interfere with the entrance or egress areas at driveways, bus stops and parking bays.
- Art shall not disrupt curb use activities such as crosswalk ramps, access to benches, loading zones, access to parked vehicles, fire hydrants, traffic signals, and utilities.
- Art shall maintain unobstructed access to above and below ground utilities.
- A declaration of the entity responsible for the ongoing maintenance of the work shall be included in the final site plan for the site.

Recommendations:

 Art should be relevant to the community, reflecting the local culture, history, or community values, ensuring it resonates with users of the space.

- Ensure that art pieces are thoughtfully integrated into the site design— placed and positioned to enhance the space and overall design intent.
- Consider pieces that encourage interaction, such as sculptures that can be touched or sound installations that respond to movement. Art should be damage resistant.



Bicycle Racks and Corrals Fixtures and Furnishings

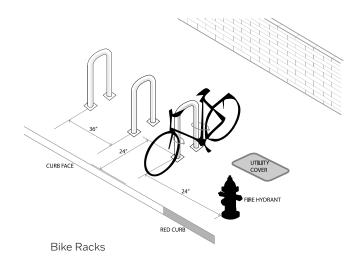
Intent:

To provide the necessary support for bicycle transportation to and from the site and within the surrounding area.

Requirements:

- Bike parking provided for designated open space may count towards the minimum publicly available spaces required for principle uses located within the UZO per section 17.20.135 of the Metro zoning code.
- Short-term bike parking shall be provided at 0.5 spaces per acre, with a minimum of 4 spaces per open space.
- Required bike parking shall be dispersed among visible and accessible locations including:
 - » along each street fronted by the open space.
 - » within a maximum distance of 50 feet from an entrance
- Bike parking shall be visible from within the Outdoor Space.
- Locate bike racks in well-lit, highly visible areas for security and ease of access.
- Materials shall be selected for high durability, low maintenance, and rust resistance.
- Bike racks shall provide two points of contact (such as an inverted U). Components of rack shall be less than 2" in diameter to allow for locking of bicycle to the frame.
- Bike racks shall be spaced at a minimum 36" to accommodate to bikes between racks.
- When adjacent to a wall, vegetation, or curb, bike racks shall have a minimum clearance to surroundings by 24" minimum.

Outdoor Space: Design Standards



Recommendations:

- Rack use should be intuitive and recognizable for first-time users. Wayfinding signage accompanying the racks or station is encouraged.
- Racks should be provided at seating areas and at entrances to the space or intersection points with greenways or other walking paths.
- Parking stations should accommodate a variety of bicycle sizes, shapes, and attachments.
- Consider providing lighting for bike racks proposed in a location likely to see use outside of daylight hours or locating racks near existing lighting.
- Racks should be sturdy and well anchored. Security features such as specialty racks, tamper-proof mounting techniques, or active surveillance are encouraged.



BollardsFixtures and Furnishings

Intent:

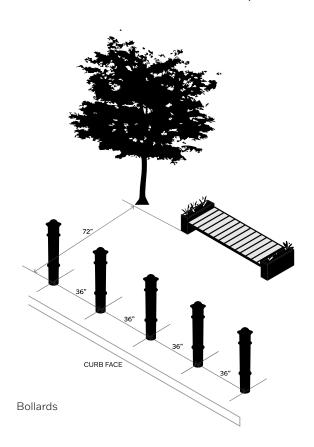
To enhance safety, direct circulation by creating a barrier between pedestrian-oriented spaces, cycle paths, and vehicular zones, and to secure vulnerable sites.

Requirements:

- A minimum of 36 inches of clearance to any streetlight pole, traffic signal pole, or other utility pole is required.
- A minimum of 72 inches of clearance to base of any tree without a tree-well is required.
- A minimum of 72 inches of clearance to installed seating is required.
- A minimum of 36 inches of spacing between bollards is required.

Recommendations:

- Explore alternative methods of creating a perimeter around or within a site as a first option, including but not limited to grade or material changes, vegetation, lighting, signage, and sculptural or architectural elements that contribute to the overall design intent.
- Bollards with internal lighting are encouraged.
- Retractable or removable bollards are preferred.



Outdoor Space: Design Standards



Drinking FountainsFixtures and Furnishings

Intent:

To improve comfort and safety for visitors, especially in warmer weather and for those participating in active recreation or transportation.

Requirements:

 Ensure fountains are ADA-compliant, with options for users of different heights and abilities.

Recommendations:

- Consider fountains that include bottle-filling stations to reduce plastic waste and accommodate modern user needs.
- Position fountains within 3-5 feet of pathways to make them easily accessible.
- Position fountains within 10-20 feet of seating areas to provide convenient access to drinking water without disturbing those seated.
- Position fountains in easily accessible, high-traffic areas, ideally near restrooms, playgrounds, and seating areas.



Shade Structures and Canopies Fixtures and Furnishings

Intent:

To increase comfort and safety of the public realm by providing a place of respite for visitors, especially in warmer months and in areas with little shade.

Requirements:

- Freestanding shade structures shall not be located within the right-of-way or in conflict with circulation paths.
- All portions of the shade structure shall be a minimum of 8 feet from grade to provide vertical clearance.

Recommendations:

- Shade elements can include natural features such as canopy trees, plant foliage, and/ or built structural elements such as awnings, pergolas, etc.
- Position shaded structure to have comfortable spaces along walking pathways, seating areas, waiting areas, and children's play areas, etc.



Steps

Fixtures and Furnishings

Intent:

Minimum and maximum step dimensions are specified to ensure that changes in elevation are comfortable, safe, and appropriate to an outdoor space.

Requirements:

 Steps are to have a height between 4 and 6 inches, and a tread depth no less than 15 inches.

Recommendations:

- Landings should be provided at regular intervals.
- Bike channels are recommended for staircases with over four treads.



Water Features

Fixtures and Furnishings

Intent:

To enhance the sensory experience of the space, encourage social gathering, and mitigate heat.

Requirements:

- A water feature shall be located where it is highly visible to and usable by the occupants.
- Water features shall be designed to optimize safety—following safe water depth standards, signage best practices, etc.
- Features shall be designed to properly drain and prevent standing or still water.
- Features shall be designed to turn-off during freeze conditions and reduce water-use during droughts.
- When a water feature is specified, outdoor seating shall be provided within 25 feet of the feature.

Recommendations:

- Incorporation of interactive and/or educational water elements are encouraged.
- Features shall be regularly cleaned and treated to prevent algae growth and ensure operations.
- Water features that are usable or visually pleasing when winterized are encouraged.

Outdoor Space: Design Standards



MaterialsDesign Standards



Paving and Hardscape Materials

Intent:

To provide accessible, durable hardscape areas that contribute to the beauty, comfort, and functionality of the public realm.

Requirements:

- Paving materials within pedestrian and movement zones shall meet applicable ADA requirements.
- Paving materials shall have a solar reflectance index (SRI) value of at least 29.
- Pervious paving materials shall meet the Metro Stormwater LID standards.

Recommendations:

- Pervious paving materials such as permeable concrete, permeable pavers, decomposed granite, pea gravel, crushed stone, mulch, flexi-pave, and turf-cells are encouraged.
- Use of paving comprised of at least 15% recycled content is encouraged.
- Pervious pavements must account for the native soil infiltration rate, void space, and result in the desired storage and decreased runoff volume.
- The placement of pervious paver systems shall not obstruct the growth of trees.
- Pavement patterns, scouring, coloring, and texture should help to define the function and travel paths of outdoor spaces.



Vegetation Materials

Intent:

To support livability, bolster environmental performance, provide shade, and enhance the character of the public realm.

Requirements (Trees and Shrubs):

- Metro's Urban Forestry and TDU requirements shall be followed.
- A minimum of fifteen percent of trees and shrubs shall be of species native to the Southeastern USA Plains Ecoregion (US EPA Level II, 8.3) and their variants and cultivars (e.g. Dura Heat® River Birch).
- Proposals with ten or more trees shall incorporate minimum of two genera (genus).
- Non-natives shall be of hardy, climate-adapted species that are low-maintenance and urban tolerant.
- Trees shall be spaced according to their mature size and to provide shade to occupiable areas during the warm season months (May-September) at maturity.
- Automatic irrigation systems shall be provided.

Recommendations (Trees and Shrubs):

- Strategically plant trees to provide shade, reduce heat islands, and enhance the space's visual appeal.
- Consider sightlines and ensure trees don't obstruct important views.
- Implement a regular maintenance plan that includes pruning, watering, and monitoring for pests or disease.
- Habitat supportive tree selection is encouraged.
- Enhancing the space's visual appeal by appropriate tree selection is encouraged.

Requirements (Herbaceous and Non-Woody Plants):

- Metro's Urban Forestry and TDU requirements shall be followed.
- A minimum of ten percent of herbaceous plants shall be species native to the Southeastern USA Plains Ecoregion (US EPA Level II, 8.3), their variants or cultivars—e.g. Echinacea purpurea 'White Swan' or Panicum virgatum 'Shenandoah'.
- Plants shall be spaced according to their mature size (typically 12-24 inches for perennials and grasses) to achieve 90 percent or more surface coverage after establishment.
- Automatic irrigation systems shall be provided.

Outdoor Space: Design Standards

Recommendations (Herbaceous and Non-Woody Plants):

- Landscaping should enhance the visual appeal of the space, providing a mix of textures, colors, and heights.
- Planting designs should consider multi-season interest.
- Lush planting is encouraged to achieve maximum coverage in two to three years.
- Habitat supportive species are encouraged.



Soils Materials

Intent:

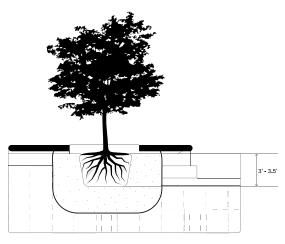
To create a beautiful, sustainable, and functional public realm and ensure the health and longevity of the urban forest.

Requirements:

- Soil depth shall be between 3 and 3.5 feet. Soil depth deeper than 4 feet shall not count towards soil volume.
- Large and medium canopy trees shall be provided with a minimum of 480 cubic feet of soil per tree and a minimum 25 square foot permeable surface area around the trunk (mulch, decomposed granite, tree grate, etc.).
- Understory trees shall be provided with a minimum 240 cubic feet of soil per tree and a minimum 16 square foot permeable surface area around the trunk.
- Tree grates, when proposed, shall be modular and allow for removal as the tree grows in circumference.

Recommendations:

- Soils should be crumbly and loose textured with enough compactness to prevent settlement but loose enough to allow drainage, tree root growth, and infiltration when located within a green infrastructure project. A loam mixture of 40% sand, 40% silt, and 20% clay is recommended.
- Soils specifications located within Low Impact Design or Green Infrastructure projects should provide a medium for plantings to flourish and prevent sedimentation.
- Tree cells are encouraged to maximize soil volumes and urban tree health.



Soil Depth

Outdoor Space: Operations and Maintenance



Type Specific RequirementsOperations and Maintenance

Property owners are responsible for the timely operations and continued maintenance of all POPS and respective component including fixtures, furnishings, and materials. All outdoor spaces shall be operated and maintained so that they are safe, secure, clean, functional, welcoming, and accessible throughout the year.



Dog Parks and Dog Runs Type-Specific Requirements

Intent:

To enhance livability by providing safe, enclosed recreation spaces for dogs in our urban environment.

Requirements:

- Dog parks entrances shall not be located immediately adjacent to arterials or major roads.
 Exceptions may be permitted for spaces proposing a landscape buffer or generous setback from the road or corridor, subject to staff discretion.
- Signs describing terms of use shall be placed at the entrance of all dog parks.
- Dog parks shall be enclosed and lit to ensure safety and security.
- Dog parks shall be equipped with double gates for safe ingress and egress.
- Dog parks shall provide waste bags and waste receptacles near all gates and entry points.
- Dog parks shall provide shade and seating.
- Dog parks shall provide water fountains for dogs.
- Dog parks shall provide a hose bib for maintenance and washing.



Green InfrastructureType-Specific Requirements

Intent:

Green infrastructure shall be designed to enhance stormwater management, bolster environmental resiliency, and contribute to the beauty and character of the public realm.

Requirements:

- Green infrastructure shall comply with Metro Water Services Low Impact Development Standards.
- Green infrastructure areas shall be planted to ensure 90% coverage of the surface area at maturity.
- Green infrastructure shall be composed of a diverse matrix of flood tolerant plants, including those native to the Southeastern USA Plains Level II Ecoregion.
- Green infrastructure shall not be sited to conflict with other programmatic elements or obstruct pedestrian pathways.

Recommendations:

- Bioswales shall be meticulously maintained: regularly remove debris and sediment, manage invasive species, and monitor the health of plantings.
- Ensure that the chosen plantings add to texture and habitat value of the surrounding environment.
- Educational signage is encouraged.



Playgrounds

Type-Specific Requirements

Intent:

Play spaces create safe, inclusive, and stimulating environments that promote physical activity, social interaction, and cognitive development for children of all ages and abilities.

Requirements:

- Playgrounds shall provide shade and seating with clear site lines and within 15 feet of play areas for adult supervision of children.
- Playgrounds shall adhere to standards ensuring safety and accessibility, such as the provision of soft surfaces in fall zones.
- Playgrounds shall provide accessible water fountains.

Recommendations:

 These areas should be thoughtfully planned for year-round enjoyment, incorporating shade,

Outdoor Space: Design Standards

protection from wind, by using materials that suit seasonal changes, all while harmonizing with the surrounding built environment.

- Include elements that cater to a range of ages and abilities, ensuring ADA compliance.
- Establish a regular cleaning and inspection schedule to ensure the area remains safe and inviting.
- Interactivity: Provide a mix of physical and sensory play opportunities, such as climbing structures, water play, and musical elements.
- Provide separate play zones with appropriate equipment for younger and older children. Splash pad or spray parks.



Outdoor Dining Areas Type-Specific Requirements

Intent:

Provide valuable food-service amenities to users of outdoor spaces.

Requirements:

- Outdoor dining within right-of-way—e.g. sidewalk cafes or streateries--shall comply with all applicable regulations of Metro departments regarding use of this space.
- The perimeter of outdoor dining areas shall be clearly defined. Barriers of a minimum height of 30 inches and maximum height of 42 inches shall be provided on the curb side of outdoor dining adjacent to a vehicular travel lane.
- Outdoor dining facilities shall provide appropriate waste receptacles within 10 feet of the primary entrance
- Outdoor dining on private property (e.g. food vendors, kiosks, and shared outdoor dining spaces) shall be publicly accessible.

Recommendations:

- Provide heating devices during the cool season and shade structures during the warm season to extend the seasons.
- Provide generous entrances and circulation paths to accommodate the various demands of an outdoor dining facility.



Splash Pads and Spray Parks Type-Specific Requirements

Intent:

To engender vibrancy, livability, and provide spaces for multigenerational play.

Requirements:

- Splash pads shall be equipped with adequate, shaded seating within 20 feet for adult supervision.
- Splash pads surfaces shall meet NSF/ANSI
 50 Safety standard for slip resistance, impact absorption, and cleanability.
- Splash pads shall provide appropriate signage outlining terms of use.

Recommendations:

- Design areas appropriate to different age groups with gentler water features for younger children.
- Design gentle slopes for water features to drain into depressions and other desired areas.
- For safety of younger children any features within water play areas, should be smooth and rounded, avoid sharp angular surfaces.
- Splash pads are encouraged on South-facing sites with ample sun during the warm season.



Through-Block Plazas Type-Specific Requirements

<u>Intent:</u>

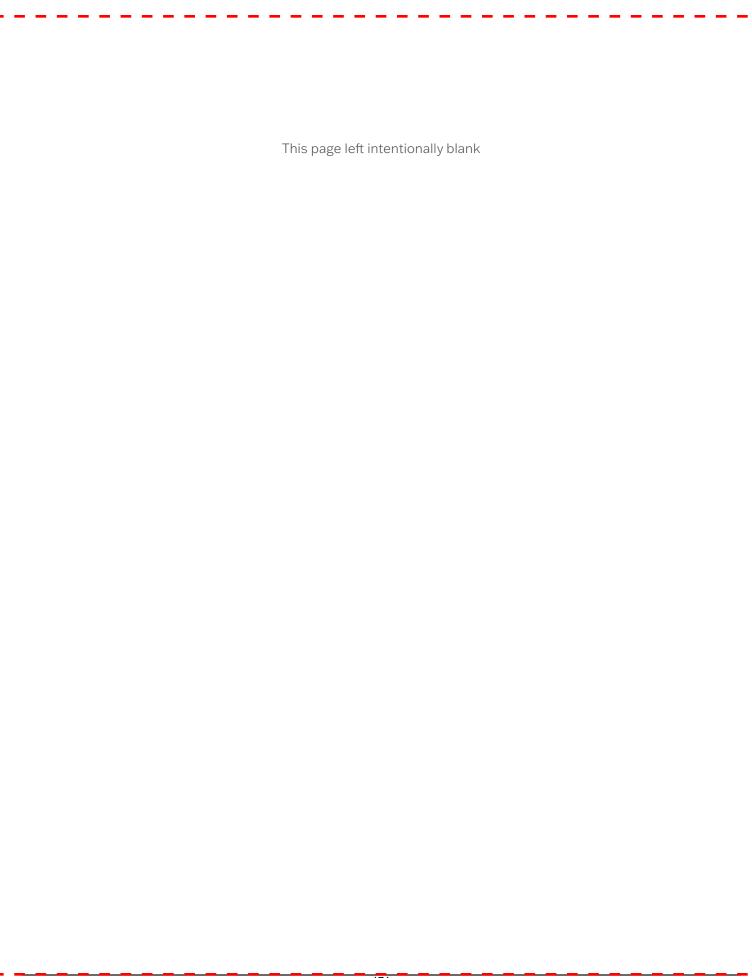
Increase pedestrian connectivity by providing throughblock passageways and spaces.

Requirements:

 Through block plazas shall contain at least one circulation path at least 10 feet in width connecting the two streets. This path is not required to be direct or linear—that is, it can meander.

Recommendations:

- Provide human-scale plantings and furnishings to engender a comfortable scale.
- Program with '18-hour' uses—such as outdoor cafes—to bolster safety and security.



Bonus Height Program

Introduction

The Bonus Height Program (BHP) is a <u>voluntary</u> program available to properties zoned Downtown Code (DTC). It allows properties to earn additional building height in exchange for contributing to specified programs that provide benefits to the public or advance the quality of urban design required by the DTC's base standards. The Bonus Height shall be permitted, up to the sites Bonus Height Maximum, if the proposed development contributes to specific public benefits in the amount and manner set forth herein. The BHP is <u>entirely optional</u> and compliance with the specified programs is only required if an applicant is requesting Bonus Height. The BHP does not prohibit applicants from achieving by-right entitlements, outlined in the DTC.

The DTC, the Downtown Plan, other policies, official guidelines (such as the Downtown Code Design Guidelines), regulations from governing agencies, and other best practices shall be consulted when considering a DTC Concept Plan. No standard within the DTC shall relieve a project of the review process associated with a Concept Plan application.

The contents hereinafter, developed over a two-year public process and becoming effective on _____ (BL2025-____), should be considered as phase one of an update to the BHP. A second phase, that will introduce an attainable housing bonus, will be developed and incorporated into the DTC in 2025.

General Standards

- Multiple Bonus Options may be utilized insofar as the total Bonus Height does not exceed the site's Bonus Height Maximum.
- Transfer-Eligible Bonus Height may be transferred one time to a Receiving Site within the DTC, provided it does not exceed the Bonus Height Maximum of the Receiving Site.
- Transfer-Eligible Bonus Height that has been earned through previous iterations of the DTC Bonus Height Program may still be Transfer-Eligible in its full amount, provided it does not exceed the Bonus Height Maximum of the Receiving Site and provided that the original site remains vested in its BHP entitlements.
- Earned Bonus Height and Transfer-Eligible Bonus Height may NOT be applied on top of any Historic Asset.
- Earned Bonus Height and Transfer-Eligible Bonus Height may NOT be applied to a site in which a Historic Asset was demolished after the effective date of this bill, and within the 10 years prior to the request for Bonus Height, unless the demolition was caused by events outlined under "Civil Emergency" in Chapter 2.08, Article II of the Metropolitan Code of Ordinances.

Bonus Height Certification

- Prior to obtaining building permits, any project seeking Bonus Height must submit a Bonus Height Certification application for review. This application is certified by the Metropolitan Planning Commission at their regular meetings as an administrative action. No public hearing is required.
- The Bonus Height Certification application may require exhibits inlcuding, but not restricted to, those that demonstrate a project's compliance with the BHP, a declaration of restrictive covenants, and/or other commitments to adhere with the standards outlined within this section. A full list of submittal requirements can be found on the Metropolitan Planning Department's website.

Bonus Height Program

Baseline Requirements

Applicability: In order to earn Bonus Height through Bonus Options or Transfer-Eligible Bonus Height, new development of 50,000 GSF (gross square feet) or greater shall fulfill Baseline Requirements.

New development under 50,000 GSF is not required to meet the Baseline Requirements. However, if the development does meet the Baseline Requirements, it shall be eligible for the corresponding Bonus Height Award, described below.

Bonus Height Award: Fulfillment of the Baseline Requirements shall yield a flat-rate two stories of Bonus Height – each equal to the Typical Bonus Floorplate Area (in SF) of the proposal. Modifications: The DTC modification types and decision processes, outlined on page 14, shall be used when evaluating modifications to the BHP's Baseline Requirements. However, modifications to the BHP's Baseline Requirements may also be considered based on site-specific conditions that make the fulfillment of said requirement an unsuccessful implementation of the desired use(s) on the site or an unsuccessful result of site or architectural design.

Bonus Height Program Overview

Baseline Requirements (page 104-105)

A Green Building Certification



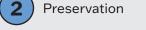
Active and Sustainable Transportation

Fulfillment of the BHP's three Baseline Requirements yields a flat-rate +2 Stories of Earned Bonus Height.

Bonus Options (page 106-110)







Privately-Owned Public Spaces (POPS)



Underground Parking

Neighborhood

Support Space

Reduction of

Vehicular Parking

Fulfillment of any Bonus Option yields an amount of Earned Bonus Height, determined by the Bonus Option's *Bonus Height Calculation* methodology.

Note:

When Bonus Option 2 (Preservation) is utilized, Baseline Requirement A (Green Building Certification) will not be required to be fulfilled to earn the +2 Story flat-rate Bonus Height Award.

Bonus Height Program

Definitions

In addition to the following definitions, which are intended to be used solely for DTC properties, please reference Section 17.04.060 - Definitions of general terms, as outlined in the Metropolitan Code of Ordinances.

- Applied Bonus Height: Earned Bonus Height that has been constructed on the same site where it was earned.
- Available Bonus Height: The difference between a site's Bonus Height Maximum and Maximum Height.
- Baseline Requirement: Requirements that must be fulfilled before Bonus Options become available for use.
- Bonus Height: Any building height that exceeds a site's Maximum Height.
- Bonus Height Maximum: The height (in stories) a site can build by utilizing the Bonus Height Program.
- Bonus Option: Optional requirements that, if fulfilled, yield Bonus Height.
- Cultural Asset: A structure or site that is not a
 Historic Asset, but that still is important to history,
 culture, and/or worth preserving for other reasons.
 These assets may or may not be identified by
 the Metropolitan Historic Zoning Commission
 as eligible for listing on the National Register of
 Historic Places (NRE) or worthy of conservation
 (WOC).
- Earned Bonus Height: Bonus Height earned through the culmination of one or more Bonus Options.
- Gross Square Feet (GSF): The entire square footage of a building, whether used by the building's occupants or not. GSF typically includes areas such as the building core, maintenance and operations areas, stairwells, elevator shafts, equipment areas, attics, garages, balconies, excavated basement areas, mezzanines, corridors and walkways.
- Historic Asset: A structure or site listed on the National Register of Historic Places (NR) OR designated as a National Historic Landmark (NHL).

- Maximum Height: The entitled height (in stories)
 a site can build without utilizing the Bonus Height
 Program.
- Protected Asset: At least one of the following must be true:
 - » The structure or site is located within a local historic overlay (as outlined in Chapter 17.36, Article III, of the Metropolitan Code of Ordinances).
 - » The structure or site is protected pursuant to a declaration of restrictive covenants (per the requirements of Path #2 under the Preservation Bonus) on file with the Davidson County Register of Deeds.
 - » The structure or site has a Preservation Easement held by Historic Nashville, Inc. (HNI), or another similar entity.
 - The structure was built pre-1865 (see Chapter 16.28.195 of the Metropolitan Code of Ordinances) and therefore has additional protections against demolition.
- Receiving Site: A single parcel or group of adjacent parcels with common ownership, or up to two adjacent parcels without common ownership on which Transferred Bonus Height can be constructed.
- Transfer-Eligible Bonus Height: Earned Bonus Height that has not been applied at the same site where it was earned, or Earned Bonus Height that exceeds the earning site's Bonus Height Maximum.
- Transferred Bonus Height: Bonus Height that has been transferred from the site where it was earned and constructed on another site.
- Typical Bonus Floorplate Area: The average size of a building's bonus floorplates, calculated as the GSF of the building's bonus floors divided by the number of stories that exceed the site's Maximum Height.

Bonus Height Program: Bonus Height Chart

	Maximum Height	Bonus Height Maximum
Central		
James Robertson		
	560' above sea level	560' above sea level
Core		
	30 stories	unlimited stories
Core-Historic		
	6 stories on the interior of blocks;	10 stories
	10 stories on the corners	10 Stories
Upper Broadway		
	100'	100'
Second and Broadway		
Second	8 stories in 105'	8 stories in 105'
Broadway	5 stories in 65'	5 stories in 65'
SoBro		
General, or 8th Avenue frontage south of roundabout (beyond 100' from frontage)	30 stories	unlimited stories
West side of 1st and East side of 2nd	15 stories	30 stories
8th Ave frontage south of roundabout (within 100' frontage)	8 stories	11 stories
River		
	10 stories	10 stories
South		
Lafayette		
General	8 stories	18 stories
Transitional Properties	15 stories	22 stories
Lafayette Street	12 stories	20 stories
Rutledge Hill		
Primary and secondary	6 stories	7 stories
Tertiary	3 stories	3 stories
Rolling Mill Hill		
	65' with a SEP of 1:1.5	65' with a SEP of 1:1.5
Rutledge River		
	9 stories	12 stories
West		
Gulch North		
General	7 stories	10 stories and below 560' above sea level
Fronting Herman Street	4 stories	4 stories
Gulch South		
General	10 stories	18 stories
Mid-Gulch Properties	10 stories	18 stories
Fronting Church, Broadway, Demonbreun	15 stories	23 stories
Gulch South Intersections	20 stories	30 stories
Mid-Gulch Intersections	20 stories	30 stories
North	20 3101103	00 0001100
Hope Gardens		
Primary	7 stories	8 stories
Secondary	4 stories	5 stories
Tertiary	3 stories	3 stories
Sulphur Dell	3 300103	3 300103
Primary	7 stories	8 stories
Secondary	5 stories	6 stories
Tertiary	4 stories	5 stories
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Bonus Height Program: Baseline Requirements



Green Building CertificationBaseline Requirement

Significance: Green building certification helps ensure the longevity of Downtown Nashville's building stock by requiring sustainable design, construction, and operational practices that reduce carbon, water, energy, and waste. By establishing baseline sustainability targets for new development, Downtown Nashville will become more future-focused and ecologically friendly.

Requirements:

- Sites located in a LEED for Neighborhood Development (LEED ND) [see below note] neighborhoods shall be LEED Certified.
- 2. All other sites shall obtain LEED Silver Certification.

Alternative Compliance: Applicants may propose an equivalent, nationally recognized, third-party system of overseeing green building and/or sustainable development practices uses to Planning Staff. If proposing to use an alternate certification system, applicants must demonstrate how each credit in the proposed system is directly comparable to the LEED-equivalent credit.

Notes:

Bonus Height may be earned through the Green Building Certification Bonus Option (page 106) for Goldlevel or higher certification.

When Bonus Option 2 (Preservation) is utilized, Baseline Requirement A (Green Building Certification) will not be required to be fulfilled to earn the +2 Story flat-rate Bonus Height Award.

Only sites within the following LEED ND neighborhoods shall qualify for the 'LEED Certified' Green Building Certification Baseline Requirement: The Gateway to Nashville (ID:0010102848) and The Gulch (ID:0010102851).



Upper-Level Garage Liner BuildingBaseline Requirement

Significance: The Downtown Code does not require any vehicular parking; however, vehicular parking spaces may be provided up to the maximum number prescribed in Chapter 17.20, Article II of the Metropolitan Code of Ordinances. Reducing the visual and physical impacts of vehicular parking by locating upper-level structured parking behind liner buildings, enhances Downtown Nashville's pedestrian experience and architectural design quality.

Requirements:

- 1. All upper-level structured parking must include habitable liners (conditioned space), at least 15 feet in depth, along all street, interstate, and outdoor space frontages.
- Upper-level structured parking on non-street-facing property lines does not require habitable liners, but must be enclosed with solid, fire-rated materials, ensuring compatibility with potential future adjacent redevelopment.
- 3. The above requirements are encouraged but shall not apply to buildings with 80% or more of their GSF comprising of Office uses. However, these buildings must screen upper-level structured parking with solid wall cladding, along all street, interstate, and outdoor space frontages. In this scenario, the following shall also apply:
 - a. Screening elements should have a gap of no more than 18" from the outer face of the screen element to the wall.
 - Screening elements beyond 60' continuous length should be interspersed with different patterns and articulation strategies.
 - c. To screen vehicular headlights and mechanical equipment, screening elements, including rooftop parapets, shall be semi-opaque (minimum 60% transmission) up to 4 feet in height from each garage finish floor level. Otherwise, a mix of transparent and opaque materials shall be used.
 - Design of the screening elements should maintain appropriate relationships to building design and should be maintained in good condition at all times.

Note: Refer to DTC pages 82-83 for additional requirements for structured vehicular parking.

Bonus Height Program: Baseline Requirements



Active and Sustainable TransportationBaseline Requirement

Significance: Downtown Nashville's recent growth has brought unprecedented amounts of single occupancy vehicle trips, traffic congestion, and air pollution. By integrating active and sustainable transportation modes in new development, traffic congestion will be reduced and moving around Downtown will become easier.

Requirements: Heightened bicycle parking standards, provisions for provided vehicular parking, and multimodal transportation information shall be required. Note: Any facilities required through this Baseline Requirement shall not be eligible for Bonus Height through the Neighborhood Support Space Bonus Option. However, facilities provided in excess of these requirements may be eligible for the Bonus Option.

- Ample Bicycle Parking Capacity: Bicycle parking shall be provided for all uses in a development (as outlined in Section 17.20.135 of the Metropolitan Code of Ordinances), however, the maximums on number of bicycle parking spaces shall not apply.
- Bicycle Commuter Amenities: Amenities for bicycle commuters, along with at least 50% of a development's required bicycle parking, shall be located together in a secure place, accessible by its users by either lock and key or key fob technology. The secure location shall be easily accessed from the exterior of the building and an access route plan shall be provided at Concept Plan submittal. The following bicycle commuter amenities must be provided:
 - » For any development with 100,000 GSF of non-residential uses, at least two combined shower/changing rooms and clothing lockers shall be provided. Two additional combined shower/changing rooms and additional clothing lockers shall be provided for every additional 200,000 GSF of non-residential uses in the development.
 - » Residential uses containing 10 or more units, and non-residential uses with more than 50,000 GSF shall provide at least one bicycle repair station or equivalent facility for bicycle repair and maintenance.

- » For the purposes of charging e-bikes, one standard electrical outlet shall be provided for every five bicycle parking spaces.
- » For the purposes of storing non-standard bicycles (such as cargo or adaptive bikes), at least one required bicycle parking space shall be 120 inches long and 30 inches wide.
- Electric Vehicle Parking: Where new vehicular parking is being provided, Electric Vehicle (EV) parking, in accordance with the DTC's EV Parking Standards (page 82), shall be provided as follows:
 - » For multifamily and hotel uses that provide more than 50 vehicular structured parking spaces, 2% of spaces shall be EVSE-Installed and 10% of spaces shall be EV-Capable.
 - » For office and institutional uses that provide more than 200 vehicular structured parking spaces, 2% of spaces shall be EVSE-Installed and 10% of spaces shall be EV-Capable.
- Sustainable Vehicle Preferential Parking: Where new vehicular parking is being provided, at least five of the most desirable vehicular parking spaces (meaning closest to the ground floor and the building's lobby) shall be reserved for tenants/ employees/visitors who use a sustainable vehicle such as an EV, plug-in hybrid, carpool, or vanpool. These parking spaces shall be signed as "Reserved for Sustainable Vehicles (EVs, Plug-In Hybrids, Carpools, or Vanpools)". Two additional vehicular parking spaces should be signed as described above, for each 100,000 GSF of building space.
- Multimodal Transportation Information: Office, institutional, hotel, and multifamily lobbies shall include a display (e.g., information kiosk or digital screen) that provides information on the surrounding multimodal transportation options. Information shall be location-specific and shall include transit and shuttle maps and schedules, bike maps, location of car share, bike share, dockless mobility options, and any preferential carpool parking spaces.

Bonus Height Program: Bonus Options



Elevated Green Building CertificationBonus Option

Significance: Green building certification helps ensure the longevity of the building stock in Downtown Nashville by requiring sustainable design, construction, and operational practices that reduce carbon, water, energy, and waste.

<u>Eligibility:</u> New development that achieves LEED Gold, Platinum, or Zero Certification shall be eligible for this bonus.

Prior to Bonus Height Certification, applicants shall:

- For LEED Gold and Platinum, provide precertification scorecards.
- For LEED Zero, provide prescriptive design solutions that would confirm that LEED Zero is feasible once the building is occupied.
- For LEED Zero, execute a declaration of restrictive covenants commiting the property owner to provide Planning staff with annual reports showing compliance with LEED Zero in perpetuity, which declaration shall be reviewed and signed by the Executive Director of the Metropolitan Planning Commission, or their designee and recorded with the Davidson County Register of Deeds.

Alternative Compliance: Applicants may propose an equivalent, nationally recognized, third-party system of overseeing green building and/or sustainable development practices uses to Planning Staff. If proposing to use an alternate certification system, applicants must describe how each credit in the proposed system is demonstrably similar to the LEED-equivalent credit.

Bonus Height Calculation: The bonus height awarded shall be:

- 4 Stories for LEED Gold or equivalent
- 20 Stories for LEED Platinum or equivalent
- 40 Stories for LEED Zero or equivalent

Notes:

Each story of bonus height shall be equal to the Typical Bonus Floorplate Area (in SF) of the proposal.

A site receiving Transfer-Eligible Bonus Height from a Sending Site that used the Preservation Bonus Option, and seeking its own Bonus Height through the BHP, shall not be required to fulfill the Green Building Certification Baseline Requirement. However, the Receiving Site shall be eligible to use the Green Building Certification Bonus Option and receive two stories of Bonus Height for Silver-level certification, or what is already offered for Gold-level or higher certification.

Bonus Height Program: Bonus Options



PreservationBonus Option

Significance: The preservation and/or re-use of Downtown Nashville's historic or otherwise culturally significant structures and sites is critical to maintaining the history and identity of our city.

Required Applicability: This Bonus Option <u>must</u> be used for sites containing an unprotected Historic Asset(s), that are seeking Bonus Height through the BHP.

<u>Eligibility:</u> Any Historic Asset – or any Cultural Asset that receives written permission from the Metropolitan Planning Commission, or its designee – shall be eligible for this bonus if the asset's preservation is formalized through one of the following paths:

- Path #1: An asset eligible for an Historic Overlay
 (as defined in Chapter 17.36, Article III of the
 Metropolitan Code of Ordinances) shall apply for
 and receive approval to place an Historic Overlay on
 the property from the Metropolitan Council. This
 requires recommendations from the Metropolitan
 Historic Zoning Commission and the Metropolitan
 Planning Commission.
- Path #2: An asset ineligible for an Historic Overlay (as defined in Chapter 17.36, Article III of the Metropolitan Code of Ordinances) must obtain a determination as to its ineligibility from the Metropolitan Historic Zoning Commission. The owner shall then record a declaration of restrictive covenants (to be reviewed and signed by the Executive Directors of the Metropolitan Planning Commission and the Metropolitan Historic Zoning Commission, or their designees) with the Davidson County Register of Deeds, containing the following information:
 - » A list/description of the features of the structure or site to be preserved and general guidance on preservation created by the Metropolitan Planning Commission and Historic Zoning Commission, as to matters within their jurisdiction, or their designees.

- An agreement to preserve those defining features of the structure or site, as identified by the Metropolitan Planning Commission and Historic Zoning Commission, as to matters within their jurisdiction, or their designees, in perpetuity by requiring that any exterior alterations, including demolition in whole or in part, be reviewed and approved by the Metropolitan Planning Commission and Historic Zoning Commission, as to matters within their jurisdiction, or their designees, following the Commission's processes and policies. If applicable, The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, and any other design guidance may be referenced.
- An agreement to forfeit any future claim for additional building intensity or development, including any type of variance of the preserved building.
- » The building/site area being preserved (in square feet), and the amount of bonus height (in square feet) being derived from its preservation.

Bonus Height Calculation: The bonus height awarded shall be the greater of the two calculations:

- 16,000 SF of bonus height for each unbuilt story, up to the site's Maximum Height.
- 24,000 SF of bonus height for every 10,000 GSF of preserved structure or site.

If the Earned Bonus Height yielded from this Bonus Option is unable to be applied on the same site, or on an adjacent site, without applying the Bonus Height on top of the preserved structure (or another similar impact to the preserved structure), the Earned Bonus Height will be doubled and shall only be permitted to be transferred off-site.

Bonus Height Program: Bonus Options



Privately-Owned Public Space (POPS)Bonus Option

<u>Significance:</u> A vibrant public outdoor space network is essential to a functional and livable Downtown Nashville. These spaces improve quality of life by promoting mental and physical health and providing a sense of community and social cohesion. Furthermore, public outdoor spaces provide opportunities for built-in resiliency through quality design.

Eligibility: Any POPS proposed in the DTC that meets the Outdoor Space General Standards (page 88), the POPS Performance Requirements outlined hereinafter, and fulfills at least one of the following two paths, may be eligible for this bonus:

 Path #1: Sustainable Site Design. The proposed POPS shall obtain SITES certification or WEDG verification.

Alternative Compliance: Applicants may propose an equivalent, nationally recognized, third-party system of overseeing resilient or sustainable site design to Planning Staff. If proposing to use an alternate certification system, applicants must describe how each credit in the proposed system is demonstrably similar to the SITES or WEDG-equivalent credit.

 Path #2: Priority Outdoor Programming. The proposed POPS shall incorporate outdoor programming (see table to the right), as follows:

Area of POPS	Minimum Requirement	
Less than 5,000 SF	1 priority element + 1 amenity	
5,000 - 10,000 SF	1 priority element + 2 amenities OR 2 priority elements + 1 amenity	
Greater than 10,000 SF	2 priority elements + 2 amenities	

Priority Elements

- Active recreation feature—e.g. bocce, lawn bowling, corn hole, basketball court, pickleball court
- Conditioning element—misters, shade structure, shelter, or pavilion
- Outdoor food service such as open-air café, concessionaire, or retail kiosk
- Fountain or reflecting pool
- Play facility or play area—e.g. swings, see-saws, slides
- Playground
- Passive recreation feature—e.g. game tables and seating
- Interactive public art other than murals
- Public restrooms
- Water feature—e.g. splash pad
- Docked bike-share (pending NDOT approval)
- Stairs or vertical connection to a viaduct or other elevated public space
- Greenway connections

Amenities

- Bike parking and repair station
- Community garden
- Dog Park
- Fitness Equipment
- Sculpture art
- Gathering space with flexible seating and tables
- Performance Stage
- Pollinator or sensory garden
- Water fountain

Notes:

Applicants are encouraged to propose other Priority Elements and Amenities, similar to those described above, to Planning Staff for consideration. Appeals to Staff decisions may be made to the DRC.

Transfer-Eligible Bonus Height may be transferred one time to a Receiving Site within the DTC, provided it does not exceed the Bonus Height Maximum of the Receiving Site.

Bonus Height Program: Bonus Options

POPS Performance Requirements:

- Maximize Human Comfort and Safety
 - » Occupiable outdoor spaces shall be designed with shade elements or canopy trees, so that the habitable or occupiable area has a minimum of 15-20% shade coverage during the warm season months of May through September.
 - » Specified light fixtures shall be Dark Sky compliant
- Bolster Sustainability and Resilience to Climate Change
 - » Refuse bins shall be provided and shall accommodate trash and recycling separately with clear, distinguishing labels.
 - » A minimum of twenty-five percent of trees and shrubs shall be of species native to the Southeastern USA Plains Ecoregion (US EPA Level II, 8.3) and their variants and cultivars e.g. Dura Heat® River Birch.
 - » A minimum of fifteen percent of proposed herbaceous plants shall be species native to the Southeastern USA Plains Ecoregion (their variants or cultivars—e.g. Echinacea purpurea 'White Swan' or Panicum virgatum 'Shenandoah'.

Bonus Height Calculation: The bonus height awarded shall be equal to the area of the POPS (in SF) multiplied by the total number of unbuilt stories over the POPS, up to the proposed building height, or the site's Bonus Height Maximum – whichever is greater.

POPS (or portions thereof) that are located underneath cantilevered building footprint are not eligible for Bonus Height unless the space is activated by a civic, institutional, or neighborhood support use.

Additional multipliers, outlined below, may be used to increase the Earned Bonus Height yielded by this Bonus Option.

- Pervious Surface: For POPS that include pervious surfaces that meet the DTC's Open Space General Standards (page 88) within their boundaries, an additional two SF of Bonus Height shall be awarded for every square foot of pervious surface provided (landscaped areas excluding turf or sod and tree canopy), and an additional one SF of Bonus Height shall be awarded for every one square foot of semi-pervious surface (turf, permeable pavers, or permeable asphalt).
- Deficiency Area: For POPS located within a
 deficiency area (an area that lacks another publicly
 accessible open space within a ¼-mile radius), an
 additional two SF of Bonus Height shall be awarded
 for every square foot of POPS provided.
- Sustainable Site Design: For POPS that demonstrate sustainable site design by obtaining either SITES or WEDG certification, an additional two SF of Bonus Height shall be awarded for every square foot of POPS provided.
- Priority Outdoor Programming: For POPS that
 include at least one priority element from the
 list above, an additional five SF of Bonus Height
 shall be awarded for every square foot of space
 dedicated to the priority element(s) and amenities
 provided.

Bonus Height Program: Bonus Options



Neighborhood Support SpaceBonus Option

Significance: Downtown Nashville is made up of several distinct neighborhoods, with thousands of residents. Complete neighborhoods are places where residents' daily needs can be met. Spaces for services, amenities, or businesses that contribute to these needs are important to ensuring Downtown Nashville's neighborhoods are complete.

<u>Eligibility:</u> Neighborhood Support Spaces shall be occupied by those uses that are generally located on the ground floor (with possible exceptions for upper or lower levels with direct access to the public ROW) and that achieve one of the following:

- Spaces that fulfill an individual's daily or weekly needs
- 2. Spaces that strengthen the surrounding community
- 3. Spaces for non-profits or other organizations that directly serve a community

Applicants shall propose the list of potential uses for the space at Concept Plan submittal for review by Staff. Appeals to Staff decisions may be made to the DRC.

Prior to Bonus Height Certification, a declaration of restrictive covenants with the following information shall be reviewed and signed by the Executive Director of the Metropolitan Planning Commission, or their designee and recorded with the Davidson County Register of Deeds:

- The reservation of the Neighborhood Support Space for at least 15 years. Adherence to this standard shall be checked annually by the Metropolitan Planning Commission or its designee. The Neighborhood Support Space may be occupied by one or multiple tenants in the 15-year timeframe.
- The building area being reserved for the Neighborhood Support Space (in square feet), and the amount of bonus height (in square feet) being derived from it.

Bonus Height Calculation: The bonus height awarded shall be the area (in square feet) reserved for Neighborhood Support Space(s), multiplied by 15.



Reduction of Vehicular ParkingBonus Option

Significance: Already the most walkable, bike-friendly, and transit-focused part of the city, Downtown Nashville does not require vehicular parking spaces by code. Parking maximums exist to limit the number of parking spaces that new development can include. The reduction of vehicular parking spaces within a Downtown Nashville development further supports our shared mobility goals – encouraging pedestrian activity, bicycling, and transit ridership.

<u>Eligibility:</u> Developments that provide fewer vehicular parking spaces than what parking maximums allow (as outlined in Chapter 17.20, Article II of the Metropolitan Code of Ordinances) shall be eligible for this bonus.

Bonus Height Calculation: The bonus height awarded (in square feet) shall be equal to the number of vehicular parking spaces that the development would be allowed, but is not providing, multiplied by 255 (the typical area needed for one parking space and its portion of the drive aisle).



Underground ParkingBonus Option

Significance: The DTC does not require any vehicular parking, however, vehicular parking spaces may be provided up to the maximum number prescribed in Chapter 17.20, Article II of the Metropolitan Code of Ordinances. Reducing the visual and physical impacts of vehicular parking, enhances Downtown Nashville's pedestrian experience and architectural design.

<u>Eligibility</u>: Developments that provide either a portion of or all vehicular parking spaces within an underground structured parking garage shall be eligible for this bonus.

Bonus Height Calculation: The bonus height awarded shall be:

- 1 Story for developments where the number of upper-level structured parking levels with habitable liners on all public street frontages and open spaces do not exceed the number of underground parking levels.
- 2 Stories for developments where all vehicular parking is located underground.

Note: Each story of bonus height shall be equal to the Typical Bonus Floorplate Area (in SF) of the proposal.

Introductory Provisions

Intent

The purpose of these regulations is to set specific sign standards that accomplish the following:

- Establish reasonable and improved standards for Downtown business identification:
- Encourage creative and innovative approaches to regulating signs consistent with the principles of the Downtown Community Plan;
- Promote economic vitality in Downtown;
- Enhance the overall visual environment in Downtown by discouraging signs that contribute to the visual clutter of the streetscape;
- Ensure signs are designed for the purpose of identifying a business in an attractive and functional manner; and
- Ensure signs reinforce the existing and envisioned character and are complementary to the architectural design of Downtown.

Applicability

- These sign regulations apply to all properties zoned DTC and are not in an Historic Zoning Overlay. See map on Page 107.
- In addition to the standards set forth within this section, the following Sections of the Metro Zoning Code shall apply to all regulated signage within the DTC.
- Section 17.04.06 Definitions of general terms
- Within Chapter 17.32 SIGN REGULATIONS:
 - » Section 17.32.020 General Provisions
 - » Section 17.32.040 Signs allowed without a permit
 - » Section 17.32.050 Prohibited signs
 - » Section 17.32.060 Permitted on-premises temporary signs
 - » Section 17.32.145 Landmark signs
 - » Section 17.32.160 Computations
- Within Article XI. Sign Procedures
 - » 17.40.490 Permits and compliance tag.
 - » 17.40.510 Unsafe, illegal, dilapidated and abandoned signs

Sign Permit Applications

Applications for sign permits shall be made with and reviewed by the Codes Department. All sign

applications that do not involve Modifications shall only require Codes Department approval, regardless of whether the property is subject to additional design guidelines (e.g. MDHA redevelopment districts).

Applicants for sign permits shall submit the following information. Incomplete applications will not be accepted.

- Design and details of the signage depicting size and shape (including height, width and depth), anchoring, materials, lighting and other data necessary to determine compliance with the requirements of this section and with the requirements of the Metropolitan building code and the Metropolitan electrical code. Additional information may be required by Codes.
- Drawings and specifications, including building elevations or artist's rendering depicting the sign faces, and dimensions indicating sign placement on the building.
 - » For ground signs and signs seeking a ROW encroachment, the distance of the signs from the corner of the building or property line should be included.
- A site plan, drawn to scale, depicting the location of the proposed signage and all relevant features of the site, including location and size of other regulated signs.
- The property address, applicant and sign designer's name and contact information.

Common Sign Plan

A common signage plan regulates signage for multiple businesses or tenants within one building or complex. A common sign plan is mandatory for all new developments and sign Modifications.

- A common signage plan shall provide for consistency among signs with regard to at least four of the following: materials; location of each sign on the building; sign proportions; color scheme; lighting; lettering or graphic style.
- The common signage plan shall establish an allowable area of signage for existing and future tenants with regard to all allowed signs types.
- The common signage plan shall indicate existing nonconforming signs as well as the amount and location of on-premises signage to be allocated to each tenant under the new plan.

Modifications

Sign Permit Modifications

Requests for modifications to sign standards are reviewed through the process outlined on pages 14 and 15. Modifications are reviewed by Planning staff and either the MDHA Design Review Committee or the DTC Design Review Committee. The applicant may appeal a decision through the process described on pages 14 and 15. All sign Modifications are Major Modifications. Two additional types of Modifications for signage related permits may be requested and are outlined below.

Modifications for Exceptional Design

Creative signage that does not fit the specific regulations of this section may be considered by the appropriate reviewing body (listed above), based on its merits, as they relate to all of the following design criteria:

- architecture
- the configuration or location of the building or property
- building scale
- legibility
- technical competence and quality in design, construction and durability

Applications for this type of Modification require submittal of a common sign plan for the property in question. Approval of any related structures (i.e. canopy) will require review by all applicable agencies. Exceptional design modifications shall not permit electronic changeable copy where it is otherwise not permitted.

Modifications for Tourist-oriented Businesses

Tourist-oriented businesses within DTC zoning may receive Modifications to allow greater sign area and use of digital technology. To qualify as a tourist-oriented business a business shall:

- have a minimum permanent fixed seating capacity of 500; and
- offer lawful activities or services to the general public of cultural, historical, recreational, educational, or entertainment purposes.

Applications for this type of Modification require submittal of a common sign plan for the property in question. Approval of any related structures (e.g. canopy) will require review by all applicable agencies. Tourist-oriented business Modifications shall be reviewed according the design criteria listed under Modifications for Exceptional Design, above, in addition to the following:

- Large electronic or illuminated signs shall not adversely impact residential or hotel uses.
- All signs shall conform to the lighting standards of the DTC.
- See page 119 for additional information on changeable copy.

Right-of-way Encroachments

Where a sign is proposed to encroach into the public right-of-way an application shall be made with the Public Works Department in addition to the sign permit application with the Codes Department. Both applications shall include the requirements of the Public Works Department available at their website: http://www.nashville.gov/pw/permits.asp, in addition to the submittal requirements listed on the previous page.

Nonconforming Signs

Nonconforming Signs

Sections 17.40.660 and 17.40.690 of the Metro Zoning Code apply. This section further clarifies them.

Building Signs

A sign shall be brought into compliance with the provisions of the above mentioned sections if a sign permit is required to rebuild the sign. This does not include a panel change in a non-conforming cabinet sign, which shall be permitted. All new panels shall conform to all illumination standards herein.

Ground Signs

An existing ground sign may change the face or panel of a sign that does not meet the area or height standards within this section. However, in no instance shall there be an increase in the degree of nonconformity. All new panels shall conform to all illumination standards herein.

A sign shall be brought into compliance with the provisions of this title if at any time the sign is altered, repaired, restored or rebuilt to the extent that the cost exceeds fifty percent (50%) of the estimated replacement cost of the sign (in current dollar value). All permits within any six consecutive calendar months

General Standards

shall be aggregated for purposes of measuring the fifty percent standard.

Repair and Maintenance

If the alteration or repair is caused by involuntary damage or casualty, the sign may be altered or repaired to its pre-damaged condition. A sign may be removed and taken off-site for repair and maintenance. The sign must be returned to the original location within 120 days of removal.

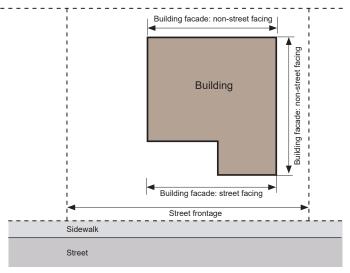
Materials

All permanent, on-premises signs shall be constructed of a rigid, weatherable material such as hard plastic, wood, MDO plywood, aluminum, steel, PVC, glass and/ or Plexiglas. On-premises, permanent signs shall not be constructed of nonrigid materials including, but not limited to, vinyl, fabric, canvas, or corrugated plastic. The provisions of this subsection shall not apply to approved, permitted canopies, awnings, and porticoes.

Voluntary Removal of a Legally Non-conforming Ground Sign

Any property voluntarily removing a legally non-conforming ground sign shall be permitted to a bonus to one hundred fifty percent (150%) of the building signs allocated to the property. For example, if a property is allocated 200 fq ft of building signs, the property will be allowed 300 sq ft of buildings signs if a legally non-conforming ground sign is removed.

Building Facade and Street Frontage Measurement



Other Sign Types

Non Street-Facing Signs

Non street-facing building facades and alley frontages, not otherwise regulated, are allocated 1 square foot of sign area per 1 linear foot of building facade, to a maximum of the sign area permitted for the primary street frontage.

This includes lots adjoining open spaces, pedestrian walkways, or parking areas. Ground signs are not permitted on non street-facing building facades or alley frontages.

Temporary Signs

Temporary signs shall follow the standards of 17.32.060.

Murals

Only the company name, text relating directly to products or services sold on site, and logos shall count toward the sign area allocation. Otherwise, murals are exempt from this code.

Auto-oriented canopy/awning Signs

The allocation of signage for auto-oriented canopies and awnings shall be measured as walls signs and shall only be used on the canopy/awning. See the Auto-oriented Canopies and Awnings section of the Downtown Code for information on the design of canopies and awnings.

Parking Lot Signs

A pole-mounted projecting sign is allowed for surface parking lots with no associated building. One sign per street frontage is allowed. The maximum size shall be 36 square feet per sign. The side of the sign shall be attached to the pole, and the pole will be considered the "building façade". All projecting sign standards shall apply (Page 114); parking lot signs shall follow the standards of a one-story building.

Street Types

Pedestrian Streets

- Pedestrian streets are roadways with high pedestrian activity and slower moving vehicular traffic. Buildings along these streets are located at the back of the sidewalk creating a streetscape with active uses including retail, office and entertainment businesses.
- Pedestrian streets are generally located in the Downtown core, where more of the original street wall remains intact, and less opportunities exist for surface parking.
- Some streets outside of the Downtown core, such as Korean Veterans Boulevard (KVB), require Pedestrian designation. The MDHA and UDO standards for KVB require pedestrian-focused building design and streetscape. The standards for Pedestrian Street signage allow greater flexibility for such streets.

Gateway Streets

- Gateway streets are wider roadways that serve pedestrians, but focus primarily on automobile traffic and typically carry traffic at higher speeds than Pedestrian Streets.
- Generally located on the fringe of Downtown,
 Gateway streets serve as the key automobile entry points into Downtown.

Transitional Streets

- Transitional streets currently contain a mix of different building characters, transitioning from more auto oriented buildings and uses to a more mixed use pedestrian environment.
- As these street redevelop, buildings will be sited close to the sidewalk with a more pedestrian focus.

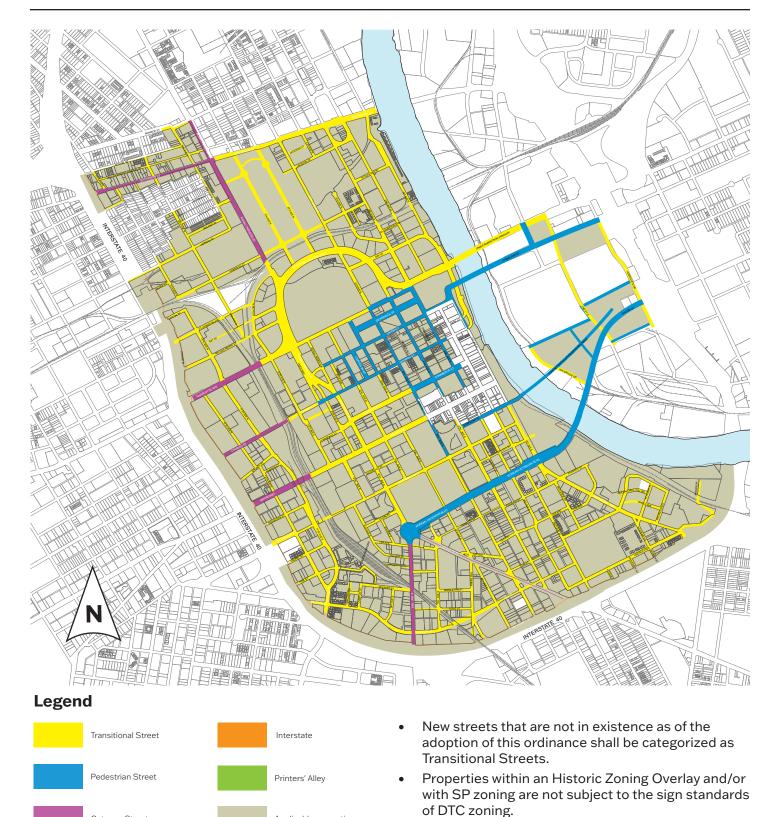
Interstate

- Many properties are visible from the interstate loop which moves vehicles into and through Downtown.
- The opportunity to advertise to the interstate must be balanced with the safety of drivers and preservation of Nashville's iconic skyline.

Printers' Alley

 Printers' Alley is a unique, iconic alley in Downtown. As a public, pedestrian-only street with businesses on the ground floor and upper floors, unconventional standards apply to this street only.

Signs: Map of Street Types for Signage Standards



Gateway Street

Applicable properties

Determining Sign Entitlements

Use this page as a guide to determine the sign entitlements of a property. You will need to know the length of the building on all street frontages, the length of alley frontages, and the length of all interior property lines.

21	D	1
31		

What Street Types is the property on? Page 106

- □ Pedestrian
- Transitional
- Gateway
- Interstate
- Printers' Alley

STEP 2

How much square footage of signage is allowed? Pages 109-110

•	Pede	stria	า

- Building _____Ground _____
- Skyline ____
- Transitional
 - □ Building _____
 - □ Ground _____
- □ Skyline _____
- Gateway
 - Building _____
 - □ Ground _____
 - □ Skyline _____
- Interstate
 - Building _____

 Skyling
- Printers' Alley
 - Building ______
 - Skyline ______

STEP 3

What are the standards for the signs? Pages 111-117

STEP 4

What are the illumination standards for signs? Pages 118-119

STEP 5

Is changeable copy allowed? Page 119

STEP 6

- For a multi-tenant development: submit a Common Sign Plan to the Codes Department. Page 103
- For an individual tenant: submit a Sign Plan Proposal to the Codes Department. Page 103
- Additional types of signs may be allowed, depending on site conditions. Page 105

KEEP IN MIND

- There is no limit to the number of Building Signs per property.
- Sign entitlements are limited only by the total amount of square footage of signs allowed on the property, the maximum sizes of signs and the required placement of signs.
 - » For example, if a building is allowed 100 sq ft of Building Signs, that can be used in one 100 sq ft sign or in five 20 sq ft signs. The only limit is the maximum dimensions of the sign type.
- Non street-facing facades are allowed signs. Page 105
- Contact the Codes Department with questions.

Allocation of Sign Area by Street Type

The maximum sign area for each type of sign is determined by the Street Type and is established in the following tables. Specific requirements for each sign type are shown on the subsequent pages.

For each cell in the table below, there is a maximum allowed sign area that may be utilized with any combination and any number of signs associated with that cell, unless otherwise noted.

The measurements for "linear feet" shall be at grade.

	Pedestrian Street Type	
Building Signs		
Wall Sign Awning Sign Canopy Sign Projecting Sign	1.5 square foot of sign area per 1 linear foot of building facade or 36 square feet, whichever is greater. When a Projecting Sign is used on the building, an additional 0.5 square feet of sign area per 1 linear foot of building facade shall be permitted, for a total of 2.0 square feet per 1 linear feet of building facade.	
Shingle Sign	9 square feet per sign	
Ground Signs		
Monument Sign	24 square feet	
Skyline Signs - area	a determined by average height of building	
75' to 100'	480 square feet	
101' - 200'	600 square feet	
201' and taller	720 square feet	

	Transitional Street Type
Building Signs	
Wall Sign Awning Sign Canopy Sign Projecting Sign	1.5 square foot of sign area per 1 linear foot of building facade or 36 square feet, whichever is greater. Where no ground sign exists, an additional 0.5 square feet of sign area per 1 linear foot of building facade shall be permitted for a total of 2.0 square feet per 1 linear feet of building facade.
Shingle Sign	9 square feet per sign
Ground Signs	
Monument Sign	32 square feet Properties with 300 or more feet of frontage are allowed one additional monument sign of an additional 32 square feet
Skyline Signs - area determined by average height of building	
75' to 100'	480 square feet
101' - 200'	600 square feet
201' and taller	720 square feet

	Gateway Street Type	
Building Signs		
Wall Sign Awning Sign Canopy Sign Projecting Sign	1.5 square foot of sign area per 1 linear foot of building facade or 36 square feet, whichever is greater. Where no ground sign exists, an additional 0.5 square feet of sign area per 1 linear foot of building facade shall be permitted, for a total of 2.0 square feet per 1 linear feet of building facade.	
Shingle Sign 9 square feet per sign		
Ground Signs		
Monument Sign	64 square feet Properties with 300 or more feet of frontage are allowed one additional monument sign of an additional 64 square feet	
Skyline Signs - area determined by average height of building		
75' to 100'	480 square feet	
101' - 200'	600 square feet	
201' and taller	720 square feet	

More Street Types on next page

Allocation of Sign Area by Street Type

The maximum sign area for each type of sign is determined by the Street Type and is established in the following tables. Specific requirements for each sign type are shown on the subsequent pages.

For each cell in the table below, there is a maximum allowed sign area that may be utilized with any combination and any number of signs associated with that cell, unless otherwise noted.

The measurements for "linear feet" shall be at grade.

	Interstate Street Type	
Building Signs		
Wall Sign Awning Sign Canopy Sign Projecting Sign	1 square foot of sign area per 1 linear foot of street frontage	
Shingle Sign	9 square feet per sign	
Ground Signs	Not allowed	
Skyline Signs - area determined by average height of building		
75' to 100'	480 square feet	
101' - 200'	600 square feet	
201' and taller	720 square feet	

	Printers' Alley Street Type
Building Signs	
Wall Sign Awning Sign Canopy Sign Projecting Sign	Ground floor: 2.0 square foot of sign area per 1 linear foot of street frontage Second floor: 1.5 square foot of sign area per 1 linear foot of street frontage Upper floors: 1 square foot of sign area per 1 linear foot of street frontage Signage allowed for each floor shall be used on that floor and shall not be redistributed to other parts of the building.
Shingle Sign	9 square feet per sign
Ground Signs	Not allowed
Skyline Signs - are	a determined by average height of building
75' to 100'	480 square feet
101' - 200'	600 square feet
201' and taller	720 square feet

Building Sign: Wall Sign

Description

A wall sign is a building sign that is attached flat to, or mounted away from but parallel to, the building facade.

A wall sign may be painted on the building facade.

General Provisions

- A wall sign shall either be located lower than the window sills of the third story or at the top of the building, not to be placed below the windows of the highest floor.
- No portion of a wall sign may extend above the roof line or above a parapet wall of a building with a flat roof.
- No portion of a wall sign may extend above the lower eave line of a building with a pitched roof.
- A wall sign cannot cover windows or architectural details.
- An exposed raceway shall be finished to match the background wall or be integrated into the overall design of the sign.
- A wall sign can be externally or internally illuminated in accordance with pages 118.

Design Standards

A Overall area allocation (max) See pages 109-110

B Projection (max) 13 inches

Exposed Raceway height (max)
 50% of the letter height, OR if the Raceway is used as the

sign background, the Raceway may extend 3 inches beyond the largest part of the sign.

Refer to the Illumination section (pages 118) for additional raceways standards and permitted locations.



Example of raceway incorporated as sign background











Building Sign: Awning Sign

Description

An awning sign is a type of building sign. Graphics and symbols are painted, sewn, or otherwise adhered to the awning material as an integrated part of the awning itself.

General Provisions

- Only awnings on first and second story windows may contain signs.
- A maximum of one sign is allowed per awning face.
- An awning sign may only be externally illuminated.
- See the Awnings section of the Downtown Code for additional information on the design of awnings.

Design Standards

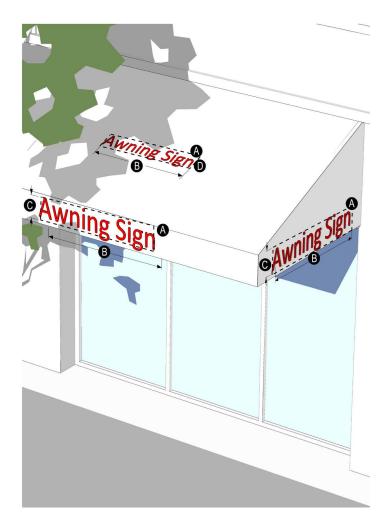
A	Overall area allocation (max)	See pages 109- 110
В	Sign Width (max % of awning width/depth)	75%
0	Height of text and graphics on valance (max)	2 feet
O	Max area of sloping plane covered by sign	50%











Building Sign: Canopy Sign

Description

A canopy sign is a type of building sign that is attached above, below or to the face of a canopy.

General Provisions

- A canopy sign cannot extend outside the overall length or width of the canopy. However, a canopy sign may extend above or below the canopy provided the sign meets all other design standards.
- Maximum of one sign per canopy face.
- Raceways are permitted for signs extending below or above the canopy.
- A canopy sign can be externally or internally illuminated in accordance with page 118.
- Cabinet signs are not permitted as canopy signs.
 - » See the Canopies section of the Downtown Code for additional information on the design of canopies.
- This definition does not include freestanding canopies over fuel pumps. See the Auto-oriented canopy/awning Signs on page 105.

Design Standards

A	Overall area allocation (max)	See pages 109-110
В	Sign Width (max % of canopy length or depth)	75%
0	Height of text and graphics (max)	2 feet
D	Depth (max)	13 inches
•	Exposed Raceway height (max)	50% of the letter height, OR if the Raceway is used as the sign back- ground, the Raceway

Refer to the Illumination section (pages 118) for additional raceways standards and permitted locations.

may extend 3 inches beyond the largest part

of the sign.











Building Sign: Projecting Sign

Description

A projecting sign is a type of building sign that projects outward from the facade, typically at a ninety degree angle. Projecting signs are typically, but not always, vertically oriented and generally mounted above the first floor.

General Provisions

- A projecting sign must be located at least 25 feet from any other projecting sign. When building width prohibits adherence to this standard, flexibility shall be permitted though a Minor Modification to be reviewed by staff.
- A projecting sign may be erected on a building corner when the building corner adjoins the intersection of two streets. Allocation of sign area from both streets may be used, however, in no case shall the sign exceed the maximum dimensional standards below.
- A projecting sign shall be located below the window sills of the fourth story.
- The top of a projecting sign shall not extend above the building eave or top of parapet, except on one story buildings where the top of a projecting sign may have a maximum of 20% of the sign height above the top of the building.
- A projecting sign can be externally or internally illuminated in accordance with pages 118.

Design Standards

A	Overall area allocation (max)	See pages 109-110
B	Height (max) 1 story buildings 2 and 3 story buildings 4 or more story buildings	10 feet 16 feet 20 feet
0	Spacing from facade (min)	1 foot
O	Projection Width (max)	6 feet

18 inches



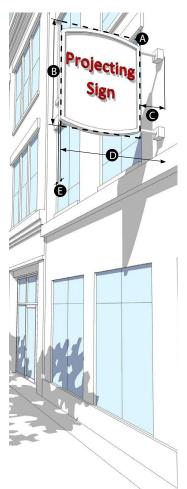


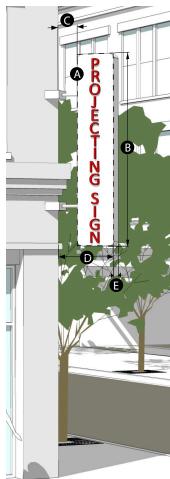












Depth of cabinet (max)

Building Sign: Shingle Sign

Description

A shingle sign is a smaller building sign that projects outward, typically at a ninety degree angle, and hangs from a bracket or support that is located over or near a building entrance.

General Provisions

- Signs shall be located within 8 feet of an active pedestrian building entrance. This does not include service entries or entries that primarily remain locked.
- An active pedestrian entrance at the corner of a building is allowed signs on both streets.
- A shingle sign shall be located below the window sills of the second story.
- A shingle sign shall not be internally illuminated.

Design Standards

A	Area (max)	9 square feet
B	Height (max)	3 feet
0	Spacing from facade (min)	6 inches
O	Width (max)	3 feet
(3	Depth (max)	6 inches











Ground Sign: Monument Sign

Description

A monument sign is a ground sign that is attached along its entire length to a continuous pedestal.

General Provisions

- Each property fronting on a Street Type which allows a monument sign is permitted one per street frontage. One additional monument sign is allowed for properties with 300 or more feet of street frontage on one street. Where more than one sign is permitted, signs along the same street frontage shall be spaced a minimum of 200 feet apart.
- A monument sign must be set back at least 5 feet from the front property line.
- A sign erected on the top of a retaining wall is required to meet the standards for a monument sign. The height of the wall shall be included in the overall height calculation. In this case, the 5 foot minimum setback is not required.
- A sign affixed to the face of a retaining wall or seat wall that is an integral part of a plaza or streetscape design may utilize the sign area allocated to wall signs. In this case, the 5 foot minimum setback is not required.
- A monument sign can be externally or internally illuminated in accordance with page 118.

Design Standards

A Sign area (max per sign) See pages 109-110

B Height (max)

Pedestrian Street 5 feet

Transitional Street 10 feet

Gateway Street 15 feet

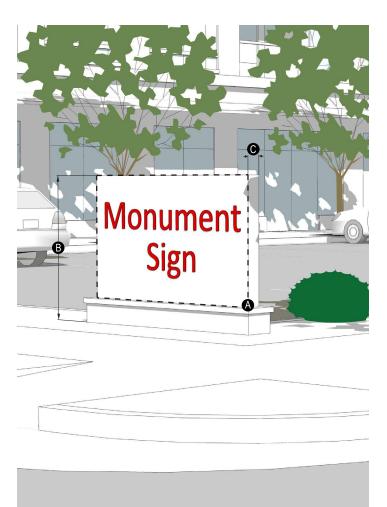
Depth (max) 18 inches











Skyline Sign

Description

A building sign is attached flat to or mounted away from the building facade. Sign may be parallel to the building facade or vertical. Located on the upper band of a building.

General Standards

- A skyline sign is only allowed on buildings greater than 75 feet in height.
- A skyline sign must be located within the top third of the building.
- No portion of a skyline sign may extend above the roof line or above a parapet wall of a building with a flat roof.
- No more than one skyline sign per facade is allowed. However, additional skyline signs may be allowed as a Modification for Exceptional Design. See additional information on page 104.
- · Raceways are not permitted on skyline signs.
- A skyline sign can be internally (but not externally) illuminated in accordance with page 118.
- Skyline signs may be placed on non street-facing facades through the minor modification process.

Design Standards

A Area (max) See pages 109-110

60%

B Height (max) 14 feet

Width (max % of facade length)











Illumination

Illumination of signs shall be in accordance with the following requirements:

External Illumination

- External light sources shall be placed close to, and directed onto, the sign and shielded to minimize glare into the street, sidewalks or onto adjacent properties.
- Projecting light fixtures used for externally illuminated signs shall be simple and unobtrusive in appearance. They should not obscure the sign.

Internal Illumination

- Channel letters may be internally lit or back-lit.
- For cabinet signs, the background must be opaque.
 Only graphics, text and logos may be illuminated, and a halo of one inch around graphics, text, and logos may be non-opaque.
- Exposed neon may be used for lettering or as an accent.

Prohibited Light Sources

The following light sources are prohibited on every Street Type except Printers' Alley:

- Blinking, flashing, chasing, and sequential lighting.
- Bare bulb illumination.

Raceways and Transformers

- Within Redevelopment Districts, raceways may only be permitted by Modification.
- Visible transformers are prohibited.









External light sources





Internally lit channel letters









Back lit channel letters





Internally lit cabinet signs with darker backgrounds

Changeable Copy Signs (Manual or Electronic)

Changeable copy signs shall be in accordance with the following requirements:

Description

- Manual changeable copy sign. A sign or portion
 of a sign that has a readerboard for the display
 of text information in which each alphanumeric
 character, graphic or symbol is defined by objects,
 not consisting of an illumination device. Changeable
 copy is changed or re-arranged manually or
 mechanically without altering the face or the
 surface of the sign.
- Electronic changeable copy sign. A sign or portion of a sign that displays information in which each alphanumeric character, graphic, or symbol is defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the sign.

Usage

- Manual changeable copy is allowed in conjunction with a wall sign, pylon sign or monument sign.
- Electronic Changeable copy is allowed in conjunction with a wall sign or a monument sign provided the changeable copy portion is no greater than 50% of the built sign area.
- An electronic changeable copy sign is not allowed in a Redevelopment District or on Interstate frontage.
- Tourist-oriented businesses within Downtown Nashville may receive Modifications to allow greater sign area and use of digital technology in accordance to the process on page 104.

Spacing

- The closest edge of an electronic changeable copy sign must be a minimum distance of 100 feet from any residential zoning district or historic district boundary.
- An electronic changeable copy sign must be separated from another electronic changeable copy sign by at least 50 feet.

Duration

- Any image or message or portion of the image or message must have a static display for minimum duration of eight seconds.
- Transition time must be immediate.
- No portion of the image or message may flash, scroll, twirl, change color or in any manner imitate movement.

Brightness

- The sign must not exceed a maximum illumination of 7,500 nits during daylight hours and a maximum illumination of 750 nits between dusk to dawn as measured from the sign's face at maximum brightness.
- Electronic changeable copy signs must have an automatic dimmer control to produce a distinct illumination change from a higher illumination level to a lower level.

AMENDMENT NO	
ТО	

RESOLUTION NO. RS2025-1142

Madam President –	
I hereby move to amend Resolution No. RS2 document.	2025-1142 by replacing the Exhibit with the attached
	SPONSORED BY:
	Jacob Kupin Member of Council

INTERGOVERNMENTAL AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE EAST BANK DEVELOPMENT AUTHORITY

This Intergovernmental Agreement (the "<u>Agreement</u>") is made and entered into as of the ____ day of _____, 2025, by and between The Metropolitan Government of Nashville and Davidson County (the "<u>Metropolitan Government</u>") and The East Bank Development Authority of The Metropolitan Government of Nashville and Davidson County (the "<u>Authority</u>").

WITNESSETH:

WHEREAS, the General Assembly of the State of Tennessee (the "State") enacted Chapter 68 of the Private Acts of 2024 (the "Private Act"), authorizing the Metropolitan Government to establish an East Bank Development Authority; and

WHEREAS, pursuant to Ordinance No. BL2024-428, the Metropolitan Council of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Council") has ratified the Private Act; and

WHEREAS, the Board of Directors of the Authority have been appointed in the manner prescribed by the Private Act; and

WHEREAS, the Metropolitan Government and the Authority wish to enter into this Agreement to further delineate the rights and responsibilities of the Metropolitan Government and the Authority, relative to the activities of the Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

1. Authority Real Property Rights

- (a) The Metropolitan Government agrees to convey to the Authority fee title to those parcels of real property described in <u>Exhibit A</u>, and the Authority agrees to accept the conveyance of fee title to such properties. Title shall be conveyed via one or more quitclaim deeds in substantially the form attached hereto as Exhibit B.
- (b) The Metropolitan Government agrees that it will take all steps necessary to obtain fee title to the site of the existing Nissan Stadium, pursuant to the terms of that certain Option to Purchase Agreement, dated as of August 25, 2023, between the Metropolitan Government and The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Sports Authority") and, once obtained, to convey fee title thereto to the Authority in the manner described in subsection (a) above.
- (c) Upon the approval of the Metropolitan Council and the Board of Directors of the Authority, the Metropolitan Government may convey additional properties to the Authority in such manner and upon such terms as the Metropolitan Council and the Board of Directors of the Authority may approve.

- (d) The Authority may acquire fee, leasehold, or other interests in additional real property located in the East Bank (as defined in the Private Act); provided that the Authority shall have first obtained the approval thereof by the Metropolitan Council; and provided further that nothing herein shall be deemed to empower the Authority to acquire any real property interests by power of eminent domain.
- (e) Simultaneous with the acquisition by the Authority of any interests in real properties described in this Section 1, the Metropolitan Government and the Authority shall execute, deliver and record an option agreement pursuant to which the Metropolitan Government shall have the option to acquire such real property interests at a nominal price upon the termination of this Agreement. Each option agreement shall be in substantially the form attached hereto as Exhibit C.
- (f) The Authority shall take all steps necessary to keep and maintain all properties described in this Section 1 in good condition.
- (g) The Authority shall take all steps necessary to preserve and protect its right, title and interest to all real properties described in this Section 1. The Authority may not dispose of any interest in or encumber in any manner any of the real properties owned by it, except: (i) with the approval of the Metropolitan Council, or (ii) in order to provide easement, right of way, or other rights in connection with the installation of public infrastructure by the Metropolitan Government or an agency or instrumentality thereof.
- (h) The Metropolitan Government shall remain responsible for any environmental conditions that existed prior to the transfer of any property as contemplated by this Agreement and the Authority shall have no liability regarding such environmental conditions.

2. Authority Contractual Rights

- (a) The Metropolitan Government agrees to assign to the Authority, and the Authority agrees to assume from the Metropolitan Government, all of the Metropolitan Government's right, title, and interest in those contracts listed on Exhibit D. The contracts shall be assigned and assumed via one or more assignment and assumption agreements in substantially the form attached hereto as Exhibit E.
- (b) Upon the approval of the Metropolitan Council and the Board of Directors of the Authority, the Metropolitan Government may assign additional contracts to the Authority in such manner and upon such terms as the Metropolitan Council and the Board of Directors of the Authority may approve.
- (c) The Authority may enter into contracts necessary to procure, engage or provide those administrative services described in Section 5, including without limitation the engagement of legal, accounting and other professional services.
- (d) Upon termination of this Agreement, the Authority shall assign to the Metropolitan Government, and the Metropolitan Government shall assume from the Authority, all of the contracts described in this Section 2 to which the Authority is a party. Assignment shall be accomplished by the execution and delivery of an assignment and assumption agreement in substantially the form attached as <u>Exhibit E</u> (but with the roles of assignor and assignee reversed).

(e) The Authority will enforce its rights pursuant to all contracts to which it is a party, using all available remedies as described thereunder or as may be available at law or equity, as necessary or advisable to protect the interests of the Authority and/or the Metropolitan Government.

3. Allocation of Capital Spending Plan Funding to the Authority

The public purposes of the general obligation bond issuance authorized pursuant to the outstanding capital spending plan items listed on Exhibit F shall be accomplished by causing the remaining unspent balance of such proceeds of such authorization for general obligation bonds, notes or other debt obligations to be granted or otherwise made available to the Authority. Unless otherwise expressly designated by the Metropolitan Council, the proceeds of all future capital spending plan authorizations related to public works projects located within the East Bank (as defined in the Private Act), shall likewise be granted or otherwise made available to the Authority, to be applied to the applicable public works projects identified in such capital spending plans. The Authority shall (i) cause any such proceeds granted or otherwise made available to it pursuant to this Section 3 to be applied to the applicable public works projects identified in such capital spending plans, and (ii) coordinate with the Department of Finance to document the application of such proceeds in accordance with this Section 3. Nothing herein shall be deemed to preclude the Authority from electing to engage other departments and agencies of the Metropolitan Government to implement the public works projects described in this Section 3.

4. <u>Transition of Designated Metropolitan Government Employees</u>

The appropriate officers and departments of the Metropolitan Government shall take all steps necessary to transition those existing Metropolitan Government employees identified by the Mayor and the Board of Directors of the Authority to the control of the Authority, while preserving such employees' existing benefits under, and continued participation in, the employee benefits programs of the Metropolitan Government.

5. <u>General Responsibilities of the Authority</u>

- (a) The Authority shall be responsible for developing or facilitating the development of the East Bank in an orderly and efficient manner, and in pursuit thereof shall have all of the powers bestowed upon it by the Private Act, including without limitation:
 - (i) Providing assistance and input to the Planning Department of The Metropolitan Government of Nashville and Davidson County regarding East Bank planning matters;
 - (ii) Coordinating the acquisition and installation of public infrastructure within the East Bank;
 - (iii) Preparing for Metropolitan Council consideration and administering any tax increment financing district or special assessment district, which in any case shall be subject to approval by the Metropolitan Council;
 - (iv) Administering those real properties and contractual agreements in which it maintains an interest;

- (v) Coordinating with relevant agencies and instrumentalities of The Metropolitan Government of Nashville and Davidson County (the "Metro agencies and instrumentalities"), and community stakeholders to identify opportunities to facilitate the development of affordable housing projects;
- (vi) Coordinating with relevant Metro agencies and instrumentalities, and community stakeholders to identify opportunities to enhance public access to and use of the Cumberland River;
- (vii) Coordinating with relevant Metro agencies and instrumentalities, and community stakeholders to identify opportunities to enhance transit and mobility throughout the East Bank:
- (viii) Coordinating with relevant Metro agencies and instrumentalities, and community stakeholders to identify opportunities to enhance public park and greenway development and maintenance throughout the East Bank; and
- (ix) Coordinating with the Sports Authority and users of the existing Nissan Stadium and its successor East Bank enclosed stadium to ensure efficient and orderly public access to the stadium during stadium events.
 - (b) Nothing in subsection (a) shall empower the Authority to:
- (i) Exercise any of the zoning powers vested in the Planning Commission of The Metropolitan Government;
- (ii) Exercise any construction permitting powers vested in the Department of Codes of The Metropolitan Government
- (iii) Operate any water, wastewater, natural gas, electric or telecommunications systems; or
 - (iv) Exercise the power of eminent domain.
- (c) The Authority shall take all steps necessary to (i) hire those employees necessary to conduct the operations of the Authority, including without limitation those employees described in Section 4 above, (ii) procure office space, and (iii) incur such other operating expenses as may be necessary to fulfill the responsibilities of the Authority, all as may be determined by the Board of Directors of the Authority.
- (d) The Authority shall submit to the Metropolitan Council an annual audit and report of its business affairs and transactions no later than six (6) months after the end of each fiscal year.

6. <u>Disposition of Revenues</u>

- (a) The revenues resulting from any rent, use, or other payments made to the Authority with respect to the real properties and contracts described in Section 1 and 2 above shall be used as follows:
 - (i) First, to provide for the payment of the operating expenses of the Authority;
 - (ii) Second, any excess revenues shall be used to:
 - (A) establish an operating reserve for the Authority, which shall in no event exceed an amount equal to 100% of the operating expenses incurred by the Authority in its previous fiscal year; and
 - (B) reimburse the Metropolitan Government for its payment of the operating expenses of the Authority and the cost of any administrative services provided to the Authority pursuant to Section 7 hereof. For purposes of this subsection, excess revenues shall be allocated equally between the purposes of clauses (A) and (B) until such time as either clause (A) or (B) has been fully satisfied, at which time any remaining excess revenues shall be allocated entirely to the purposes of the clause that has not yet been fully satisfied; and
 - (iii) Third, for remittance to the Metropolitan Government General Fund.
- (b) Notwithstanding anything in this Section 6 to the contrary, any moneys paid to or collected by the Authority pursuant to any tax increment, special assessment or other incentive or funding program approved by the Metropolitan Council shall be applied pursuant to the terms of such program.
- (c) The Authority shall not spend or commit the revenues described in subsection (a) with respect to any capital improvement project without the prior approval of the Metropolitan Council.

7. <u>General Responsibilities of the Metropolitan Government.</u>

(a) The Metropolitan Government shall provide for the payment of the operating expenses of the Authority until such time as the revenues described in Section 6 are sufficient to fully provide for the payment of such operating expenses. The Metropolitan Government may provide human resource, information technology, legal, financial, and other administrative services to the Authority until such time as the Authority is positioned to fully provide for such administrative services on its own behalf. In accessing Metropolitan Government administrative services, The Authority will be treated equally to any other Metropolitan Government department or instrumentality seeking such services. The Department of Finance shall determine the cost of such resources, and the Authority shall pay such costs from Authority revenues in the manner described in Section 6(a). To the extent revenues are not available to pay such costs, the Metropolitan Government shall be eligible to be reimbursed in the future for such costs in the manner described in Section 6(a).

(b) Upon the termination of this Agreement, the Metropolitan Government shall pay any and all expenses of the Authority necessary to wind up its affairs, to the extent the revenues described in Section 6 are insufficient therefor.

8. Term; Termination. The duties and responsibilities of the parties hereunder shall commence as of the date hereof and shall continue until (a) the termination of this Agreement by approval of the Metropolitan Council and the Board of Directors of the Authority, or (b) the termination of this Agreement by the Metropolitan Government pursuant to the terms of Section 9 below. Upon the termination of this Agreement, the parties agree to (a) take all steps necessary, whether or not described in Sections 1 and 2 hereof, to transfer and assign all properties, rights and interests of the Authority to the Metropolitan Government, and (b) cooperate in good faith to wind up the affairs of the Authority. Notwithstanding the foregoing or anything in Section 9 to the contrary, termination of this Agreement shall not be permitted if such termination would impair in any way the ability or capacity of either of the parties hereto to fully and timely fulfill its obligations under any contract or agreement with any third party, including the holder or owner of any notes, bonds, or other indebtedness.

9. Default; Remedies.

- (a) In the event the Metropolitan Government shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership, or other similar event, then the Authority, so long as the Authority is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the Metropolitan Government to perform hereunder.
- (b) In the event the Authority shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the Metropolitan Government, so long as the Metropolitan Government is not itself in default hereunder, may seek specific performance, mandamus, or other extraordinary relief to compel the Authority to perform hereunder.
- (c) In the event any amendment to the Private Act shall become effective that diminishes the percentage of the members of the Board of Directors of the Authority whom are appointed by the Metropolitan Mayor or Metropolitan Council, then the Metropolitan Government shall have the right to terminate this agreement upon sixty (60) days' notice to the Authority.
- 10. <u>Further Assurances</u>. Each of the parties will do, execute, acknowledge and deliver all such further acts, instruments, transfers, or assurances as may be reasonably requested by the other party from time to time for the purpose of effecting the terms of this Intergovernmental Agreement.
- 11. Consents and Approvals of the Metropolitan Council. Any consent or approval required of the Metropolitan Council hereunder may be enacted by resolution of the Metropolitan Council.
- 12. <u>Severability</u>. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- 13. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

- 14. Entire Agreement. This Agreement contains the entire understanding among the parties with respect to the matters contained herein, and hereby amends and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
- 15. <u>Headings</u>. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 16. <u>Authorized Representatives</u>. Any action required of or permitted to be taken pursuant to this Agreement by any of the parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party.
- 17. <u>Counterparts</u>. This Agreement may be executed in counterparts with the same force and effect as if all signatures appeared on a single instrument.
- 18. <u>Communication</u>. The Authority and the Metropolitan Government will keep each other informed of all material events, information and communications relating to the East Bank and matters related thereto. To the extent feasible, the parties shall cooperate on all public statements concerning the East Bank and related matters.
- 19. <u>Dispute Resolution</u>. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement through mediation. To the extent that any such matter cannot be resolved through mediation, such matter shall be pursued exclusively in the Chancery Court for Davidson County, Tennessee.
- 20. <u>CEO of the Authority</u>. The CEO of the Board shall report to the Authority as contemplated by the Private Act.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

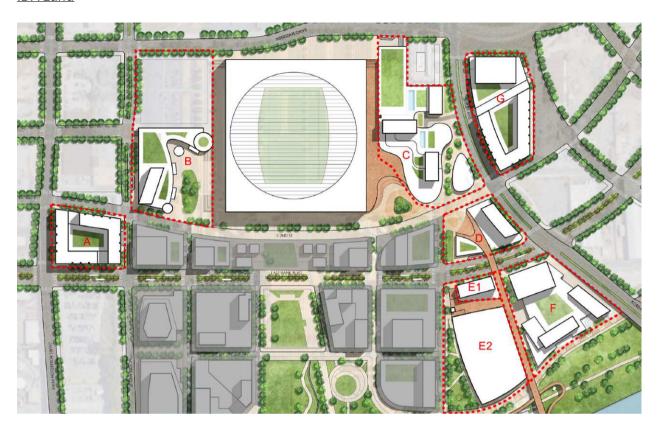
	THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
	By:
	Metropolitan Mayor
ATTEST:	
Ву:	
Metropolitan Clerk	
APPROVED AS TO FORM AND LEGALITY:	
Director of Law	<u> </u>
	THE EAST BANK DEVELOPMENT AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
	Ву:
	Chair

EXHIBIT A

REAL PROPERTY TO BE CONVEYED TO THE AUTHORITY

- Each of those parcels identified as being part of the "IDA Land", as depicted on Exhibit B-1
 to that certain Master Development Agreement between The Metropolitan Government of
 Nashville and Davidson County and TFC Nashville Development LLC, dated as of
 November 13, 2024 (replicated on the following page)
- That parcel identified as "Plaza Land" on Exhibit E to that certain Declaration of Easements, Restrictions and Covenants for Parcel B, the Stadium Plaza, Parcel C, East Bank, dated as of November 13, 2024 (the legal description for which is included on the second following page)

IDA Land



PLAZA LAND

THE METROPOLITAIN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY PROPERTY MAP 93-03, PARCEL 174 INSTRUMENT NUMBER 202309010068581, REGISTER'S OFFICE FOR DAVIDSON COUNTY

PLAZA LAND

BEING AN AREA LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE. SAID AREA IS LOCATED ON PARCEL 174, AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP 93-03. BEING THE SAME PROPERTY AS CONVEYED TO THE METROPOLITAIN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS INSTRUMENT NUMBER 2023090100068581, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (SUBJECT PROPERTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD OLD IN THE WESTERLY RIGHT-OF-WAY OF INTERSTATE DRIVE AND BEING THE NORTHEASTERLY PROPERTY CORNER OF THE PROPERTY CONVEYED TO 7-ELEVEN, INC. AS INSTRUMENT NUMBER 201801310009920, REGISTER'S OFFICE FOR DAVIDSON COUNTY. TENNESSEE:

THENCE, SOUTH 82 DEGREES 34 MINUTES 29 SECONDS WEST, 565.22 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED AREA:

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 770.77 FEET, AN ARC LENGTH OF 464.23 FEET, A DELTA ANGLE OF 34 DEGREES 30 MINUTES 31 SECONDS, A TANGENT OF 239.39, AND A CHORD BEARING AND DISTANCE OF SOUTH 26 DEGREES 34 MINUTES 01 SECONDS WEST, 457.24 FEET TO A POINT IN THE PROPOSED RIGHT-OF-WAY OF S 2ND STREET;

THENCE, WITH SAID PROPOSED RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1231.50 FEET, AN ARC LENGTH OF 303.80 FEET, A DELTA ANGLE OF 14 DEGREES 08 MINUTES 04 SECONDS, A TANGENT OF 152.68, AND A CHORD BEARING AND DISTANCE OF NORTH 40 DEGREES 34 MINUTES 56 SECONDS WEST, 303.03 FEET TO A POINT:

THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 66 DEGREES 00 MINUTES 00 SECONDS EAST, 439.64 FEET TO THE POINT OF BEGINNING, AND CONTAINING 76,357 SQ FT OR 1.75 ACRES MORE OR LESS.

EXHIBIT B

FORM OF QUITCLAIM DEED

This instrument prepared by:

Metropolitan Department of Law Metropolitan Courthouse, Suite 108 PO Box 196300 Nashville, Tennessee 37219

QUITCLAIM DEED

Address of New Owner:		Send Tax Bills To:	
East Bank Development Authori The Metropolitan Government and Davidson County Metropolitan Courthouse, Suite Nashville, Tennessee 37219	of Nashvill	Same (Exe	empt)
STATE OF TENNESSEE)		
COUNTY OF DAVIDSON)		
The actual cons	ideration fo	this transfer is \$10.	
		Affiant	
Subscribed and	sworn to be	fore me, this the day of, 202_	_•
		NOTARY PUBLIC	
		My Commission Expires:	

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, The Metropolitan Government of Nashville and Davidson County ("Grantor") does hereby quitclaim and convey to the East Bank Development Authority of The Metropolitan Government of Nashville and Davidson County ("Grantee"), its successors and assigns, all Grantor's right, title and interest in and

to those certain tracts or parcels of land in Davidson C Said parcels are conveyed subject to such limitations them.	=	
IN WITNESS WHEREOF, this the	day of, 2	202
The Metropolitan Government of Nashville and Davidson County		
Freddie O'Connell Mayor		
STATE OF TENNESSEE)		
COUNTY OF DAVIDSON) Before me, a Notary Public in and for said County Public in and for said C	nty and State, duly co	ommissioned and qualified.
personally appeared Freddie O'Connell, with whom I acknowledged herself to be the Mayor of The Metrol County, the within named bargainor, and that he as sithe foregoing instrument for the purposes contained to Government of Nashville and Davidson County.	am personally acqu politan Government uch officer, being au	ainted, and who upon oath of Nashville and Davidson thorized so to do, executed
Witness my hand and seal, at office this d	ay of	, 202
NOTAR	Y PUBLIC	

My Commission Expires:_____

EXHIBIT 1 TO QUITCLAIM DEED

[insert applicable property description]

EXHIBIT C

FORM OF OPTION AGREEMENT

Option to Purchase Agreement between

The Metropolitan Government of Nashville and Davidson County and

The East Bank Development Authority of The Metropolitan Government of Nashville and Davidson County

This Option to Purchase Agreement (this "Option Agreement") is entered into this day of, 20, by and between The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") and The East Bank Development Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority").
Recitals
1. The Metropolitan Government is a public corporation established by charter adopted by referendum vote on June 28, 1962, in conformity with the laws of the State of Tennessee.
2. The Authority is a public nonprofit corporation and a public instrumentality of the Metropolitan Government created by the General Assembly of the State of Tennessee pursuant to Chapter 68 of the Private Acts of 2024, as ratified by Ordinance No. BL2024-428 of the Metropolitan Council of the Metropolitan Government.
3. The Authority has requested that the Metropolitan Government enter into that certain Intergovernmental Agreement, dated as of, 2025, pursuant to which the Metropolitan Government will convey certain properties, assign certain contracts and make certain moneys available to the Authority to support the operations of the Authority (the

4. Pursuant to the terms of the Intergovernmental Agreement, the Metropolitan Government has conveyed to the Authority certain real property located at ______ (the "Property").

"Intergovernmental Agreement").

- 5. The Metropolitan Government has agreed to enter into the Intergovernmental Agreement and convey the Property to the Authority, subject to the Authority's execution and delivery of this Option Agreement.
- 6. The Authority desires to grant to the Metropolitan Government an option to purchase the Property as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the funding to be provided under the Intergovernmental Agreement, their mutual undertakings as herein set forth, and other good and valuable consideration, the Metropolitan Government and the Authority do hereby agree as follows:

Section 1. The Metropolitan Government shall have the option to purchase the Property from the Authority on such terms as are hereinafter set forth (the "Purchase Option").

Section 2. The Metropolitan Government may exercise the Purchase Option at any time on or before the last day of the 36th month following the expiration or termination of the Intergovernmental Agreement.

Section 3. The purchase price of the Property shall be an amount equal to \$100.00.

Section 4. Title is to be conveyed subject to all restrictions, easements and covenants of record and existing as of the date thereof, zoning ordinances or laws of any governmental authority, and any matters that an accurate survey of the Property would reveal.

Section 5. Settlement and payment of the purchase price shall be made upon presentation of a good and valid quitclaim deed. At closing, the Authority shall execute such deed and an owner's affidavit, each in a form satisfactory to the Metropolitan Government, and such additional customary documents or instruments as the Metropolitan Government may reasonably require. Possession of the Property shall vest in the Metropolitan Government at closing upon payment as provided for herein.

Section 6. The Metropolitan Government shall pay for preparation and recording of the deed and any and all costs required to consummate the transactions contemplated hereby.

Section 7. The term of this Option Agreement shall begin on the date hereof and continue until the last day of the 36th month following the expiration or termination of the Intergovernmental Agreement.

Section 8. The parties may modify, alter, amend or change any part of this Option Agreement by executing a written amendment setting forth the changes made. Such amendment shall become effective upon execution by the Authority and Metropolitan Government and after it has been authorized and approved by resolution of the Metropolitan County Council of Metropolitan Government.

Section 9. All notices and demands required or desired to be given by either party to the other pursuant to this Option Agreement shall be in writing and shall be delivered personally, sent by commercial overnight courier service, prepaid, or sent by United Stated registered or certified mail, return receipt requested, postage prepaid, to the addresses provided below:

If to Authority:

Tel:

Executive Director
The East Bank Development Authority of the
Metropolitan Government of
Nashville and Davidson County
Nashville, TN

(615) ___

With	сору	to:
------	------	-----

If to Metropolitan Government:

The Metropolitan Government of

Nashville and Davidson County Room 205, Metro Courthouse Nashville, TN 37201

Tel: (615) 862-6770

With copy to:

Department of Law Metropolitan Government of Nashville and Davidson County P.O. Box 196300 Nashville, TN 37219

Tel: (615) 862-6341 Fax: (615) 862-6352

Notices shall be deemed given and served: (i) upon receipt or refusal, if delivered personally; (ii) one (1) business day after deposit with an overnight courier service; or (iii) five (5) days after deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith.

Section 10. The invalidity of any provision of this Option Agreement shall not impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of this Option Agreement.

Section 11. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties hereby agree that any suit, action or proceeding may be instituted with respect to this Option Agreement in any federal or state court in Davidson County, Tennessee. The parties hereby consent to *in personam* jurisdiction of such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum, or the jurisdiction of such courts, or from the execution of judgments resulting therefrom.

Section 12. The Metropolitan Government and the Authority hereby acknowledge and agree that all exhibits referenced in this Option Agreement are attached hereto and incorporated herein by reference.

Section 13. This Option Agreement and the referenced Exhibits hereto, each of which is incorporated herein, constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Option Agreement. This Option Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or

previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 14. The signatures on this Option Agreement herein warrant that Authority and Metropolitan Government have the requisite power and authority to enter into and enforce this Option Agreement.

Section 15. Except with respect to that certain Master Development Agreement between The Metropolitan Government of Nashville and Davidson County and TFC Nashville Development LLC, dated as of November 13, 2024[, and that certain Declaration of Easements, Restrictions and Covenants for Parcel B, the Stadium Plaza, Parcel C, East Bank, dated as of November 13, 2024], the Authority shall not create any lien or other encumbrance that would (i) encumber the Property or (ii) materially diminish, impair or disturb the rights of the Metropolitan Government hereunder, in either case without the prior written consent of the Metropolitan Government.

Section 16. This Option Agreement may be executed in counterparts with the same force and effect as if all signatures appeared on a single instrument.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties have executed this Option Agreement as of the date and year set forth above.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:
Metropolitan Mayor
ATTEST BY:
Metropolitan Clerk
APPROVED AS TO THE AVAILABILITY OF FUNDS:
Director of Finance
APPROVED AS TO FORM AND LEGALITY:
Director of Law
THE EAST BANK DEVELOPMENT AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:
Chair

EXHIBIT D

ASSIGNED CONTRACTS

- HDR #6549826: Program Management for the Implementation of the East Bank Vision Plan between Planning and HDR Engineering Inc. dated 10/25/23
- KHA #6553742 : Civil Engineering Firm East Bank Vision Plan between Planning and Kimley Horn and Associates Inc. dated 12/10/23
- AECOM#6564902: East Bank North/South Multi-Modal Boulevard between NDOT and AECOM Technical Services, Inc dated 8/20/24
- Master Development Agreement between The Metropolitan Government of Nashville and Davidson County and TFC Nashville Development LLC ("TFC"), dated as of November 13, 2024
- Campus Operations and Use Agreement, dated as of November 13, 2024, among the Metropolitan Government, TFC and Tennessee Stadium, LLC ("StadCo")
- Parking Agreement, dated as of November 13, 2024, between the Metropolitan Government and StadCo
- First Amended and Restated Site Coordination Agreement, dated as of November 13, 2024, between the Metropolitan Government and StadCo
- Declaration of Easements, Restrictions and Covenants for Parcel B, the Stadium Plaza,
 Parcel C, East Bank, dated as of November 13, 2024

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS	ASSIGNMENT	AND AS	SSUMPTIC	NC	AGREEMENT	("Agreement"),	is	made	and
delivered on	this day of _		, 20	_ by	and between	The Metropolitan	Go	vernme	nt of
Nashville and	d Davidson Cour	nty (the "N	1etropolita	an G	overnment")	and The East Bar	ık D	evelopr	nent
Authority of T	he Metropolitan	Governm	ent of Nas	shvil	le and Davidso	on County (the "A	uth	ority").	
			Red	cital	S				

- 1. The Metropolitan Government is a public corporation established by charter adopted by referendum vote on June 28, 1962, in conformity with the laws of the State of Tennessee.
- 2. The Authority is a public nonprofit corporation and a public instrumentality of the Metropolitan Government created by the General Assembly of the State of Tennessee pursuant to Chapter 68 of the Private Acts of 2024, as ratified by Ordinance No. BL2024-428 of the Metropolitan Council of the Metropolitan Government.
- 3. The Authority has requested that the Metropolitan Government enter into that certain Intergovernmental Agreement, dated as of _______, 2025, pursuant to which the Metropolitan Government will convey certain properties, assign certain contracts and make certain moneys available to the Authority to support the operations of the Authority (the "Intergovernmental Agreement").
- 4. Pursuant to the terms of the Intergovernmental Agreement, the Metropolitan Government desires to assign to the Authority, and the Authority desires to assume from the Metropolitan Government those contracts listed on Exhibit A hereto (the "Contracts").
- **NOW, THEREFORE**, for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the Metropolitan Government and the Authority agree as follows:
- **1.** Assignment of Contracts. Effective as of the date hereof, the Metropolitan Government hereby sells, transfers, assigns, conveys, grants, delivers and delegates to the Authority all of the Metropolitan Government's right, title, benefit, privilege and interest in, to and under the Contracts.
- **2.** Assumption. Effective as of the date hereof, the Authority hereby (a) accepts the foregoing assignment, assumes from the Metropolitan Government the Contracts and agrees to pay, perform and discharge when due all of the obligations, covenants, agreements and conditions to be performed by the Metropolitan Government under the Contracts; and (b) agrees to be bound by all of the terms, conditions and provisions of the Contracts.
- **3.** Further Assurances. Each of the parties will do, execute, acknowledge and deliver all such further acts, instruments, transfers, or assurances as may be reasonably requested by the other party from time to time for the purpose of effecting the terms of this Assignment and Assumption Agreement.
- **4. Entire Agreement and Modification**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all

other oral or written agreements pertaining thereto, and no amendment thereof or modifications hereof, or additions hereto shall be valid or effective unless the same shall be in writing and signed by each of the parties hereto.

- **5. Binding Agreement; Assignment**. This Agreement shall be binding upon and inure to the benefit of the parties named herein and to their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests of obligations hereunder may be assigned by either party without the prior written consent of the other party.
- **6. No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.
- **7.** <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by telecopier or other facsimile transmission all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.
- **8.** <u>Headings</u>. The headings contained in this Agreement have been inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- **9.** <u>Waiver</u>. Any failure of any party hereto to comply with any of the obligations or agreements set forth in this Agreement or to fulfill any condition set forth may be waived only by written instrument signed by all of the parties. No failure by any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any right hereunder by any party preclude any other or future exercise of that right or any other right hereunder by that party.
- **10. Governing Law**. This Agreement shall be construed under the laws of the State of Tennessee.

[Signature Page Follows]

THE METROPOLITAN GOVERNMENT OF NASHVILLE AN DAVIDSON COUNTY:	ID
Metropolitan Mayor	
ATTEST BY:	
Metropolitan Clerk	
APPROVED AS TO THE AVAILABILITY OF FUNDS:	
Director of Finance	

APPROVED AS TO FORM AND LEGALITY:
Director of Law
THE EAST BANK DEVELOPMENT AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:
Chair

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT CONTRACTS

EXHIBIT F

CAPITAL SPENDING PLAN FUNDING AUTHORIZATIONS

Fund	Business Unit	Approved CSP Amount	Amount to Transfer to EBDA	Year	Resolution	General Notes
	<u>FY2019</u>					
40119	42409119 NDOT East Bank/Cowan-Infrastrct	20,000,000	20,000,000	FY2019	RS2018-1454	RiverNorth Infrastructure
	<u>FY2021</u>					
40021	07402021 PLA EastBk Planning-OpenSpace&Infr S	538,000	538,000	FY2021	RS2021-757	Open Space Planning
42021	42409021 NDOT Restoration&Resiliency-Roadways	10,055,690	5,000,000	FY2021	RS2021-757	NDOT- Split (East Bank Boulevard 30% Design and Environmental)
42021	42409121 NDOT East Bank - Planning	4,944,310	4,944,310	FY2021	RS2021-757	Central Waterfront Preliminary Engineering and Design
	<u>FY2022</u>					
40022	42401022 NDOT Restrtn&Resil-Ptnershp East Bnk	20,000,000	20,000,000	FY2022	RS2021-1201	ROW Acquisition north of James Robertson Parkway (JRP)
40022	42402022 NDOT Restrtn&Resil-Trffc Mgmt EBnk S	5,000,000	5,000,000	FY2022	RS2021-1201	East Bank Blvd pre-planning
	<u>FY2023</u>					
40023	07401023 PLA East Bk Infr Prgm Mgmt/Coord/Stu	5,000,000	5,000,000	FY2023	RS2023-1978	East Bank Program Management
	<u>FY2024</u>					
40024	07401024 PLA East Bank Infrstrc Prgm Mgmt/Coo	5,000,000	5,000,000	FY2024	RS2024-194	East Bank Program Management
40024	42406024 NDOT East Bank Infrastructure & Grid	20,000,000	20,000,000	FY2024	RS2024-194	ROW Acquisition north of James Robertson Parkway (JRP)
	<u>FY2025</u>					
40025	07401025 PLA East Bank Infrstrc Prgm Mgmt/Coo		6,500,000	FY2025		East Bank Program Management
40025	42406025 NDOT East Bank Infrastructure & Grid	33,500,000	33,500,000	FY2025	RS2024-882	ROW Acquisition north of JRP - Infrastructure Design and Construction
	Total - GO BOND PROJECTS - East Bank Projects		125,482,310			

46926916.3

TO

ORDINANCE NO. BL2025-811

Madam President -

I hereby move to amend Ordinance No. BL2025-811 as follows:

I. By amending Section 1 as follows:

Section 1. That Section 2.112.020 of the Metropolitan Code of Laws pertaining to the Metropolitan Nashville Arts Commission is hereby amended, for the purpose of modifying the commission's size, as follows:

2.112.020 Membership and term of office.

The commission shall be composed of eleven members to be appointed by the mayor and to serve without compensation. All members of the commission shall be confirmed by the metropolitan county council. The members shall serve staggered terms of four years. All vacancies of any commission member shall be filled for the balance of the unexpired term in the same manner as original appointments.

I. By adding a new Section 19 as follows and renumbering the subsequent sections accordingly:

Section 19. That there shall be a transition period during which the Sexually Oriented Business Licensing Board shall evolve from the five members that composed it prior to the effective date of this ordinance to the seven members that shall compose it by virtue of this ordinance. The transition period shall last until the newly established seats are filled in the manner described in Section 6.54.020 of the Metropolitan Code of Laws. During this transition period, this board shall be deemed to be composed of five seats until the newly established seat is filled.

II. By amending Section 22 (as renumbered) as follows:

Section 22. That there shall be a transition period during which the Short Term Rentals Appeals Board shall evolve from the six voting members that composed it prior to the effective date of this ordinance to the seven voting members that shall compose it by virtue of this ordinance. The transition period shall last until the newly established seat is filled in the manner described in Section 6.54.020 6.28.035 of the Metropolitan Code of Laws. During this transition period, this board shall be deemed to be composed of six seats until the newly established seat is filled. The requirement that two attorneys serve on the board shall take effect on the date when seven members first serve on the board concurrently.

III. By adding a new Section 24 (as renumbered) as follows and renumbering the subsequent sections accordingly:

Section 24. That there shall be a transition period during which the Nashville Sustainability Advisory Committee shall evolve from the thirteen voting members that composed it prior to the effective date of this ordinance to the eleven voting members that shall compose it by virtue of this ordinance. The transition period shall last until two seats are identified as follows:

- 1. The mayor shall identify to the Clerk vacancies he does not intend to fill as eligible vacancies occur. Such vacancies must occur within 12 months of the effective date of this ordinance.
- 2. During this transition period, this commission shall be deemed to be entitled to 13 seats minus the number of seats that have been identified as vacated in this section.

Sandra Sepulveda	SPUNSURED BY:
Sandra Sepulveda	
Sandra Sepulveda	

AMENDMENT NO	_
то	

ORDINANCE NO. BL2025-812

Madam President –

I hereby move to amend Ordinance No. BL2025-812 by amending Section 1 as follows:

Section 1. That Metropolitan Code of Laws Section 6.72.010 is hereby amended by adding the following:

"Smart <u>taxi</u>meter" means a system of hardware or software that integrates a taximeter and other components together to perform functions required by this Chapter.

SPONSORED BY:	
Sean Parker	
Member of Council	