



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, SEPTEMBER 7, 2021**

Proposed Rules of Procedure Changes

Mr. President:

I move to amend the 2019-2023 Metropolitan Council Rules of Procedure by amending Rules 1, 2, and 15 as shown below:

1. President pro tempore

A president pro tempore (“pro tem”) of the Council shall be a Council member elected by the Council to serve in the absence of the Vice Mayor. Upon the resignation, death, or ascension of the Vice Mayor, the pro tem shall serve as the Council's presiding officer in the place of the Vice Mayor until a Vice Mayor shall be elected and qualified and shall have all the rights and responsibilities of the Vice Mayor described in the Rules of Procedure. If the pro tem shall serve as the Council's presiding officer on account of the Vice Mayor's resignation, death, or ascension, the Council shall elect a deputy pro tem to serve in the absence of the pro tem. Until a deputy pro tem is elected as described above while the pro tem is presiding in the absence of the Vice Mayor, the pro tem may, from the chair, designate any Council member to preside at a Council meeting. If neither the Vice Mayor, the pro tem, nor any deputy pro tem shall be present at the designated commencement time for a Council meeting, the chair of the Planning and Zoning, and Historical Committee, or in their absence, the chair of the Traffic, Parking, and Transportation Transportation and Infrastructure Committee, shall call the Council to order and immediately conduct an election using the voting procedure provided in Rule 48 to elect a member to preside at that Council meeting until a more senior presiding officer shall appear. The terms of the pro tem and any deputy pro tem shall expire on the next August 31 following their election to the aforementioned positions or until a successor has been elected no later than October 20. Members serving in this capacity shall retain at all times their full right to vote.

2. Standing committees

The standing committees of the Council shall be as follows:

1. ~~Affordable Housing~~
2. ~~Budget and Finance~~
3. ~~Charter Revision~~
4. ~~Codes, Fair, and Farmers Market~~
5. ~~Convention, Tourism, and Public Entertainment Facilities~~
6. ~~Education~~
7. ~~Health, Hospitals, and Social Services~~
8. ~~Parks, Library, and Arts~~
9. ~~Personnel, Public Information, Human Relations, and Veterans~~
10. ~~Planning, Zoning, and Historical~~
11. ~~Public Safety, Beer, and Regulated Beverages~~
12. ~~Public Works~~
13. ~~Rules, Confirmations, and Public Elections (“Rules Committee”)~~
14. ~~Traffic, Parking, and Transportation~~

1. Budget and Finance
2. Government Operations and Regulations

- 3. Public Facilities and Culture OR Arts, Culture, and Public Facilities
- 4. Human Services
- 5. Public Health and Safety
- 6. Transportation and Infrastructure
- 7. Planning and Zoning
- 8. Education
- 9. Affordable Housing
- 10. Rules, Confirmations, and Public Elections (“Rules Committee”)
- 11. Charter Revision

15. Capital Improvements Budget

By October 31 of each year, members of Council shall submit all of their Capital Improvements Budget requests for the ensuing fiscal year to the Council Office for review by the Department of Finance, Planning Department, and implementing departments in order to identify costs, timeline and alignment with the General Plan. By December 16 of each year, a report of the reviewed requests shall be prepared by the Planning Department for review by the Budget and Finance Committee and Planning, and Zoning, ~~and Historical~~ Committee. Prior to the Capital Improvements submittal date established by the Director of Finance, the Budget and Finance Committee and Planning, and Zoning, ~~and Historical~~ Committee shall hold at least one joint meeting to prioritize Capital Improvement Budget requests on behalf of the Council in order to submit the requests in the format and timeline established by the Director of Finance for the Capital Improvements Budget development for the ensuing fiscal year. No Capital Improvements Budget requests shall be considered by the Council unless submitted in accordance with this rule.

SPONSORED BY:

Courtney Johnston
Member of Council

Mr. President:

I move to amend the 2019-2023 Metropolitan Council Rules of Procedure by amending Rule 2 as shown below:

2. Standing committees

The standing committees of the Council shall be as follows:

15. Affordable Housing
16. Budget and Finance
17. Charter Revision
18. Codes, Fair, and Farmers Market
19. Convention, Tourism, and Public Entertainment Facilities
20. Education
21. Health, Hospitals, and Social Services
22. Parks, Library, and Arts
23. Personnel, Public Information, Human Relations, and Veterans
24. Planning, Zoning, and Historical
25. Public Safety, Beer, and Regulated Beverages
26. ~~Public Works~~ Water, Utilities, & Environmental Sustainability
27. Rules, Confirmations, and Public Elections (“Rules Committee”)
28. Traffic, Parking, and Transportation

SPONSORED BY:

Russ Bradford
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-504

Mr. President –

I hereby move to amend Ordinance No. BL2020-504 by amending Section 5, proposed Section 17.36.670, Subsection D, as follows:

D. Council Consideration. The Metropolitan Council shall consider an ordinance establishing an Owner Occupied Short Term Rental Overlay district according to the procedures of Article III of Chapter 17.40 (Amendments). All property owners within and proximate to a proposed ~~Residential Accessory Structure~~ Owner Occupied Short Term Rental Overlay district shall be notified according to the procedures of Article XV of Chapter 17.40.

SPONSORED BY:

Freddie O'Connell
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-766

Mr. President –

I hereby move to amend Ordinance No. BL2021-766 as follows:

I. By adding the following condition to Section 4:

5. Note C under “Architectural Notes” shall be deleted and replaced with “EIFS, vinyl siding, and untreated wood shall be restricted from any façade that faces a public right-of-way, private drive, public or private open space areas, or parcels not included within the development area. No more than 5% of the total façade area of any structure within the development shall be made up of EIFS, vinyl siding, and/or untreated wood.”

6. All building material restrictions and requirements shall be authorized by BL2021-886

INTRODUCED BY:

Delishia Porterfield
Member of Council

SUBSTITUTE ORDINANCE NO. BL2021-810

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 RS10 to SP zoning for properties located at 301 Ben Allen Road and Ben Allen Road (unnumbered), to permit 245 multi-family residential units, all of which is described herein (Proposal No. 2021SP-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 RS10 to SP zoning for properties located at 301 Ben Allen Road and Ben Allen Road (unnumbered), to permit 245 multi-family residential units, being Property Parcel Nos. 017, 084 as designated on Map 061-00 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 061 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to a maximum of 245 multi-family residential units. Short Term Rental Property (STRP) owner-occupied and not owner-occupied shall be prohibited.

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

1. The entire trail shall be located within a dedicated public access easement.
2. The primary trail shall be constructed prior to approval of Use and Occupancy permits.
3. Submit a detailed grading plan with the submittal of the final site plan for review and approval by staff. Grading plans shall minimize disturbance of existing slopes and shall minimize the use of retaining walls.
4. At final SP, the applicant shall be required to provide an exact breakdown of the number of units and number of bedrooms so that parking and other requirements can be accurately reviewed.
5. Final architectural elevations shall include pitched roofs for all residential buildings. The maximum height measured to the eave is 4 stories in 48 feet. The maximum overall height measured to the roof ridge is 4 stories in 68 feet.
6. Elevations for all building types consistent with the Preliminary SP, including bulk, height, and all architectural standards outlined on the Preliminary SP shall be provided with submittal of the final SP for review and approval by staff. Individual buildings shall be designed in a manner to work with existing topography and minimize grading.

7. On the corrected copy, update this standard to reflect the Trail Oriented Development Special Policy: Care should be taken to reduce the disturbance or removal of recommended mature canopy trees on the Urban Forestry Recommended and Prohibited Tree and Shrub List that are 12 inches or greater in diameter. Development within this supplemental policy area will voluntarily exceed the Metro Zoning Code 17.24.100 tree density requirements by at least 20 percent.
8. All private drives, access, and open spaces shall include public access easements, which shall be included on the final site plan. Prior to final site plan approval, provide easement documentation.
9. Comply with all conditions and requirements of Metro reviewing agencies.
10. The final site plan 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. Vertical obstructions are only permitted within the required grass strip or frontage zone.
11. 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.
12. 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 Homeowners' Association.
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.
14. Note 3 under "SP Design Standard Notes" shall be deleted and replaced with "EIFS, vinyl siding, and untreated wood shall be restricted from any façade that faces a public right-of-way, private drive, public or private open space areas, or parcels not included within the development area. No more than 5% of the total façade area of any structure within the development shall be made up of EIFS, vinyl siding, and/or untreated wood."
15. All building material restrictions and requirements shall be authorized by BL2021-888.

Section 45. 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 56. 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 67. 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 RM20-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section ~~7~~8. Be it further enacted, 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.

SPONSORED BY:

Nancy VanReece
Member of Council

Ben Allen Ridge Specific Plan Case No. 2021SP-020-001 (Revision No. 3)

Preliminary Site Plan Application June 17, 2021

Alfred Benesch & Company



Table of Contents

- 2 Project Information
- 3 Site & Landscape Plan
- 4 Conceptual Greenway & Amenity Space Images
- 5 Site & Utility Plan
- 6 Grading & Drainage Plan
- 7 Site Sections
- 8 Conceptual Building Images
- 9 Stopping Distance Plan



Project Information

SP Name: Ben Allen Ridge

Council District: 8

Council Member: Nancy VanReece

Address: 301 Ben Allen Rd.
Nashville, TN 37207

Owner of Record: 301 Ben Allen, LLC

Existing Zoning: RS10

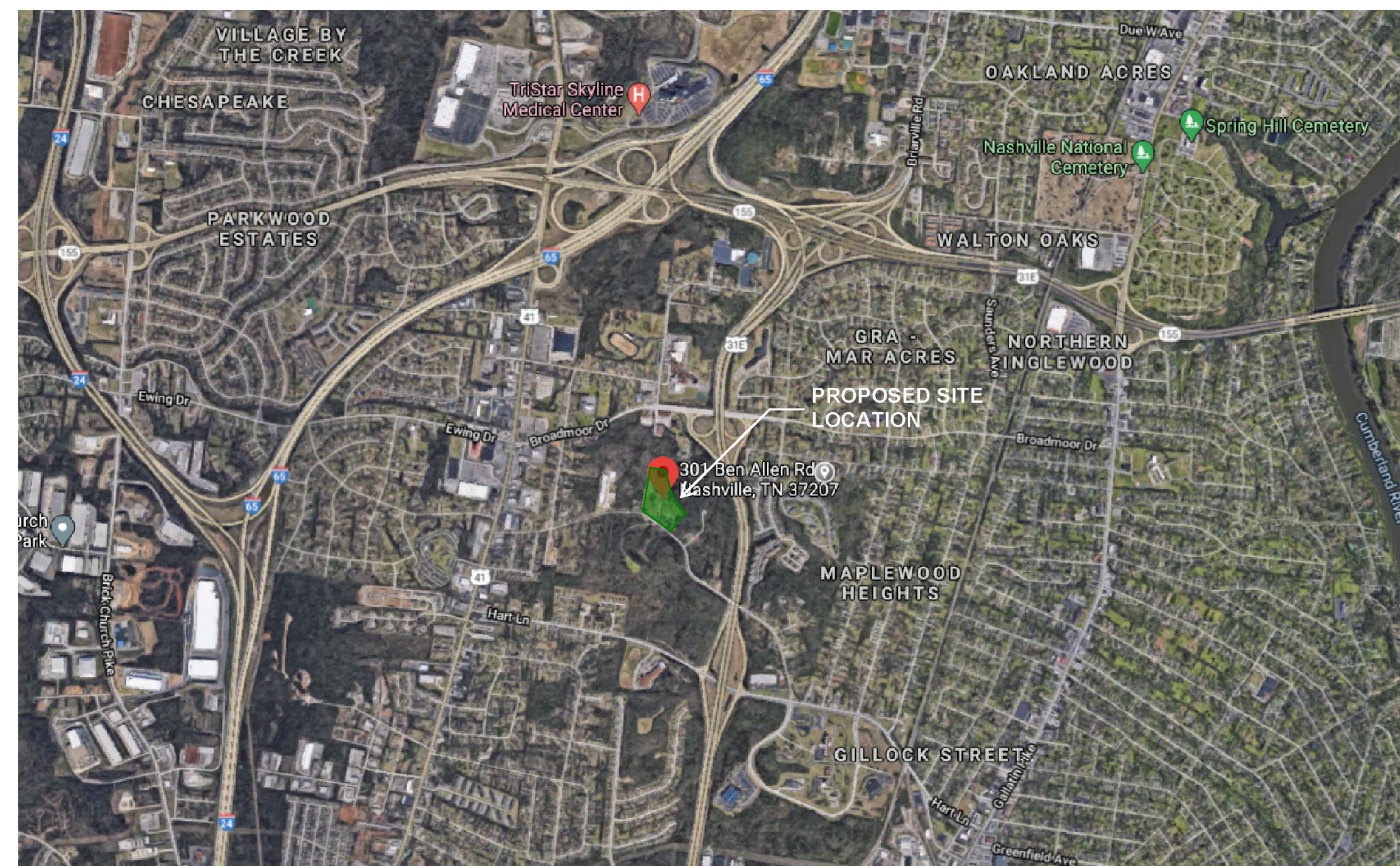
Proposed Fall Back Zoning: RM20

Developer: The Clear Blue Company
6100 Tower Circle, Ste 200
Franklin, TN 37067
Matt Nicholson
nicholson@theclearbluecompany.com

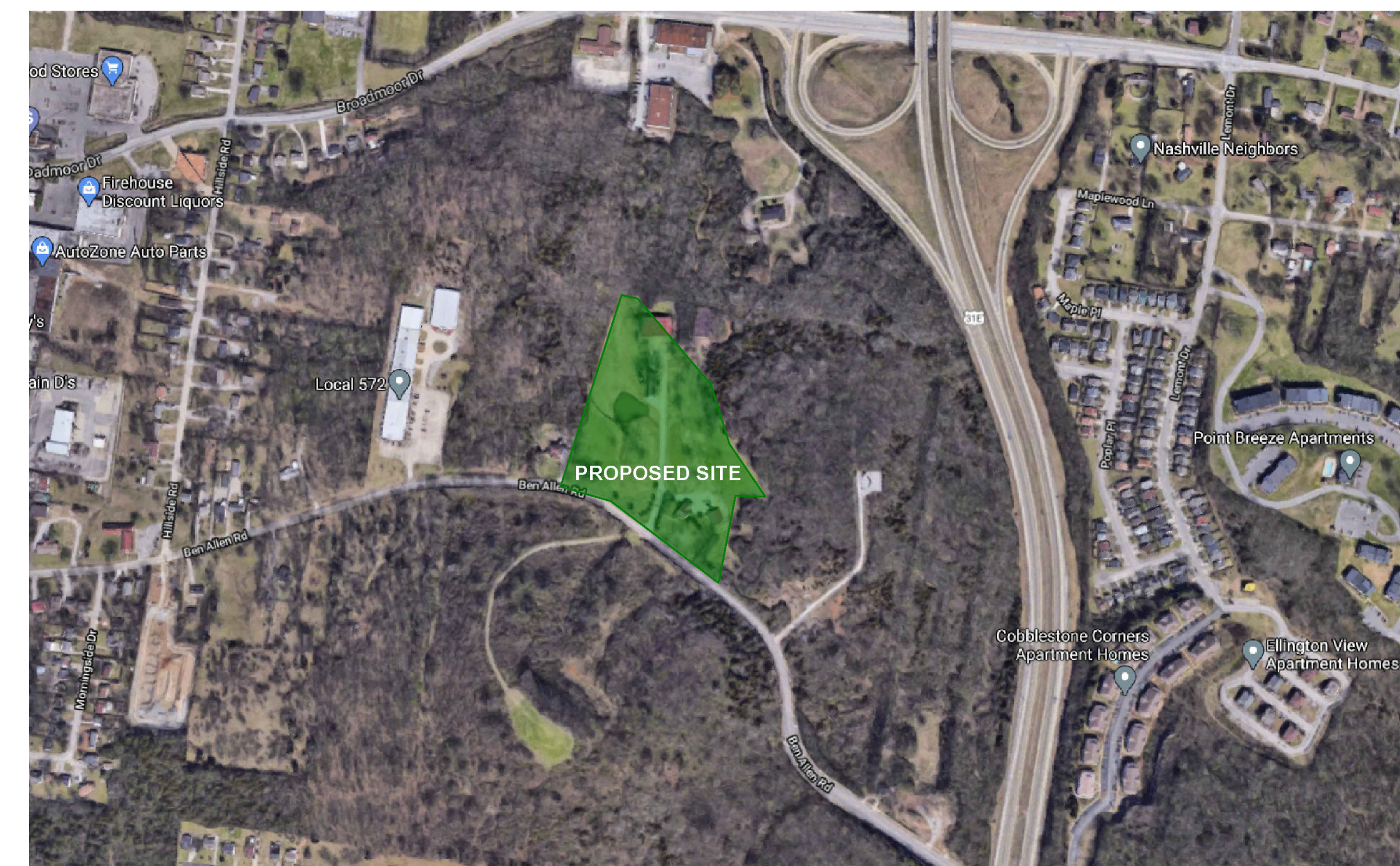
Civil Engineer: Alfred Benesch & Company
401 Church St. Ste 1600
Nashville, TN 37219
Chip Howorth
chiphoworth@benesch.com
615-370-6079

Project Purpose

The purpose of this Specific Plan (SP) is to receive approval for the development of a multi-family residential project containing 245 total units that consists of seven (7) apartment style buildings as presented within the following plan documents.



Overall Vicinity



Site Location

General Plan Consistency

- Located within the East Nashville Community Plan, T3 Suburban Neighborhood Evolving (T3-NE) policy area and a supplemental policy area for trail-oriented development. A portion of the site contains conservation areas due to steep slopes.
- T3-NE areas are intended to create and enhance suburban residential neighborhoods by creating a neighborhood center that serves the community within a five-minute drive area by providing more housing choices; improving pedestrian, bicycle and vehicular connectivity; and establishing moderate density development patterns.
- T3-NE areas are developed with creative thinking in environmentally sensitive building and site development techniques to balance the increased growth and density while preserving and/or reclaiming sensitive features such as floodplains, floodways and steep slopes.
- Contains approximately 10.7 acres of land area.
- Provides a higher density residential development while maintaining common planned open amenity spaces.
- Proposed development addresses the supplemental policy area for trail-oriented development by promoting connectivity via a system of interconnected greenways to encourage active transportation in an area that has been underserved with trail, bike path and sidewalk connection and circulation options and create a walkable, affordable and trail-oriented neighborhood.
- Proposed apartment buildings will terrace with the natural grade in order to minimize disturbances and enhance the natural features of the site.

Site & Landscape Plan



LEGEND	
---	SPLIT LEVEL BUILDING
G	PRIMARY GREENWAY TRAIL
BIO	BIORETENTION AREA
X	NUMBER OF PARKING SPACES WITHIN A PARKING AREA



GENERAL NOTES:
ALL DEVELOPMENT WITHIN THE BOUNDARIES OF THIS PLAN MEETS THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND FAIR HOUSING ACT.

THIS PROPERTY DOES NOT LIE WITHIN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAPS (REFER TO CIVIL PLAN).

TRASH AND RECYCLING SERVICES TO BE CONTRACTED BETWEEN THE DEVELOPER/OWNER AND A PRIVATE HAULER FOR ALL UNITS.

USPS MAIL DELIVERY WILL BE PROVIDED BY CENTRALIZED KIOSKS/MAIL ROOMS WITHIN MULTI-FAMILY BUILDINGS.

REFER TO COVER PAGE FOR ALL DEVELOPMENT AND SITE DATA NOT LISTED BELOW.

SIDEWALKS AND TRAILS:
THE FINAL SITE PLAN/ BUILDING PERMIT SITE PLAN SHALL DEPICT A MINIMUM 5'-0" CLEAR PATH OF TRAVEL FOR PEDESTRIAN WAYS, INCLUDING PUBLIC SIDEWALKS, AND THE LOCATION OF ALL EXISTING AND PROPOSED OBSTRUCTIONS. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING OBSTRUCTIONS, INCLUDING POWER POLES AND SIGNAGE, WITH THE PATH OF TRAVEL SHALL BE RELOCATED TO PROVIDE A MINIMUM OF 5'-0" OF CLEAR ACCESS.

SIDEWALKS ALONG BEN ALLEN ROAD SHALL BE PER MCSP.

PRIMARY TRAIL SYSTEM SHALL BE CONSTRUCTED TO MEET THE OUTDOOR AMERICAN WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES AND WILL BE PROVIDED AT A MINIMUM WIDTH OF 12' AND SHALL BE CONSTRUCTED TO MEET METRO PARKS AND GREENWAYS STANDARDS AS EACH PHASE OF DEVELOPMENT IS COMPLETED. TRAIL LOCATION MAY BE ADJUSTED TO ACCOMMODATE GRADING AND ACCESSIBILITY REQUIREMENTS. FINAL TRAIL LOCATION WILL BE SUBMITTED WITH THE FINAL SP.

TRAIL AMENITIES ALONG THE PRIMARY TRAIL WILL INCLUDE AT A MINIMUM:
A TRAILHEAD NEAR EACH END OF THE PRIMARY TRAIL
PET WASTE DISPENSERS A MINIMUM OF ONE PER 1/4 MILE OF PRIMARY TRAIL
A WATER FOUNTAIN SERVING PEOPLE AND PETS ONE BIKE REPAIR STATION.

PRIMARY TRAILS ARE SHOWN PER METRO GREENWAY STANDARDS FOR WIDTH AND SURFACE MATERIAL. TRAILS HAVE BEEN LOCATED WITHIN AND ADJACENT TO BUFFERS PER METRO GREENWAY AND METRO STORMWATER STANDARD PRACTICES FOR GREENWAYS ALONG WATERWAY CORRIDORS. THE OWNER WILL WORK WITH THE METRO STORMWATER COMMITTEE AND METRO GREENWAYS TO SEEK ANY REQUIRED APPROVALS OR VARIANCES FOR TRAILS LOCATED WITHIN BUFFERS.

LIGHTING FOR STREETS AND THROUGHOUT THE DEVELOPMENT WILL UTILIZE LIGHTING MEETING THE CRITERIA FOR DARK SKY COMPLIANCE OR OTHER LOW INTENSITY TECHNIQUES APPROVED BY PLANNING STAFF. ACTUAL FIXTURES/METHODS WILL BE SUBMITTED IN THE FINAL SP.

ALL CONSTRUCTION WITHIN THE ROW IS TO COMPLY WITH ADA AND MPW STANDARDS AND SPECIFICATIONS

OPEN SPACE AND ACTIVATION NOTES:
ACTIVE OPEN SPACE WILL INCLUDE A COMBINATION OF:
DOG PARK
PLAYGROUND & NATURE PLAY
PAVILION
MULTI-PURPOSE LAWN
GREENWAY TRAIL

PASSIVE OPEN SPACE WILL INCLUDE A COMBINATION OF:
STORMWATER AREAS
TREE SAVE AREAS
INTEGRATED ART LOCATIONS ALONG THE GREENWAY TRAIL

LANDSCAPE
THE DEVELOPMENT OF THIS PROJECT SHALL MEET THE REQUIREMENTS OF METRO ZONING CODE CHAPTER 17.24 ARTICLE II: TREE PROTECTION AND REPLACEMENT, AND SHALL MEET REQUIREMENTS OF CHAPTER 17.40 ARTICLE X: TREE PROTECTION AND REPLACEMENT PROCEDURES. DETAILED LANDSCAPE ORDINANCE PLAN TO BE SUBMITTED WITH THE FINAL SP SUBMITTAL. STREET TREES PROVIDED ALONG BEN ALLEN ROAD MAY COUNT TOWARDS TDU REQUIREMENTS.

NO LANDSCAPE BUFFERS ARE PROVIDED.

THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE, AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME 1 - REGULATIONS.

CARE HAS BEEN TAKEN TO REDUCE THE DISTURBANCE OR REMOVAL OF EXISTING CANOPY TREES THROUGH THE PRESERVATION OF EXISTING FORESTED AREAS AS NOTED. DEVELOPMENT WITHIN THIS SPA WILL VOLUNTARILY EXCEED THE METRO ZONING CODE 17.24.100 TREE DENSITY REQUIREMENTS BY AT LEAST 20 PERCENT.

STORMWATER/ UTILITIES/ INFRASTRUCTURE:
STORMWATER PLANS FOR THIS DEVELOPMENT TO BE PROVIDED IN A MANNER CONSISTENT WITH THE STORMWATER VOLUME 5 LID MANUAL. THIS DRAWING IS FOR ILLUSTRATIVE PURPOSES TO INDICATE THE BASIC PREMISE OF THIS DEVELOPMENT AND PROPOSED STORMWATER LOCATIONS AND METHODS. FINAL DETAILS SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF THE SUBMITTAL.

SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY METRO STORMWATER MANAGEMENT MANUAL.

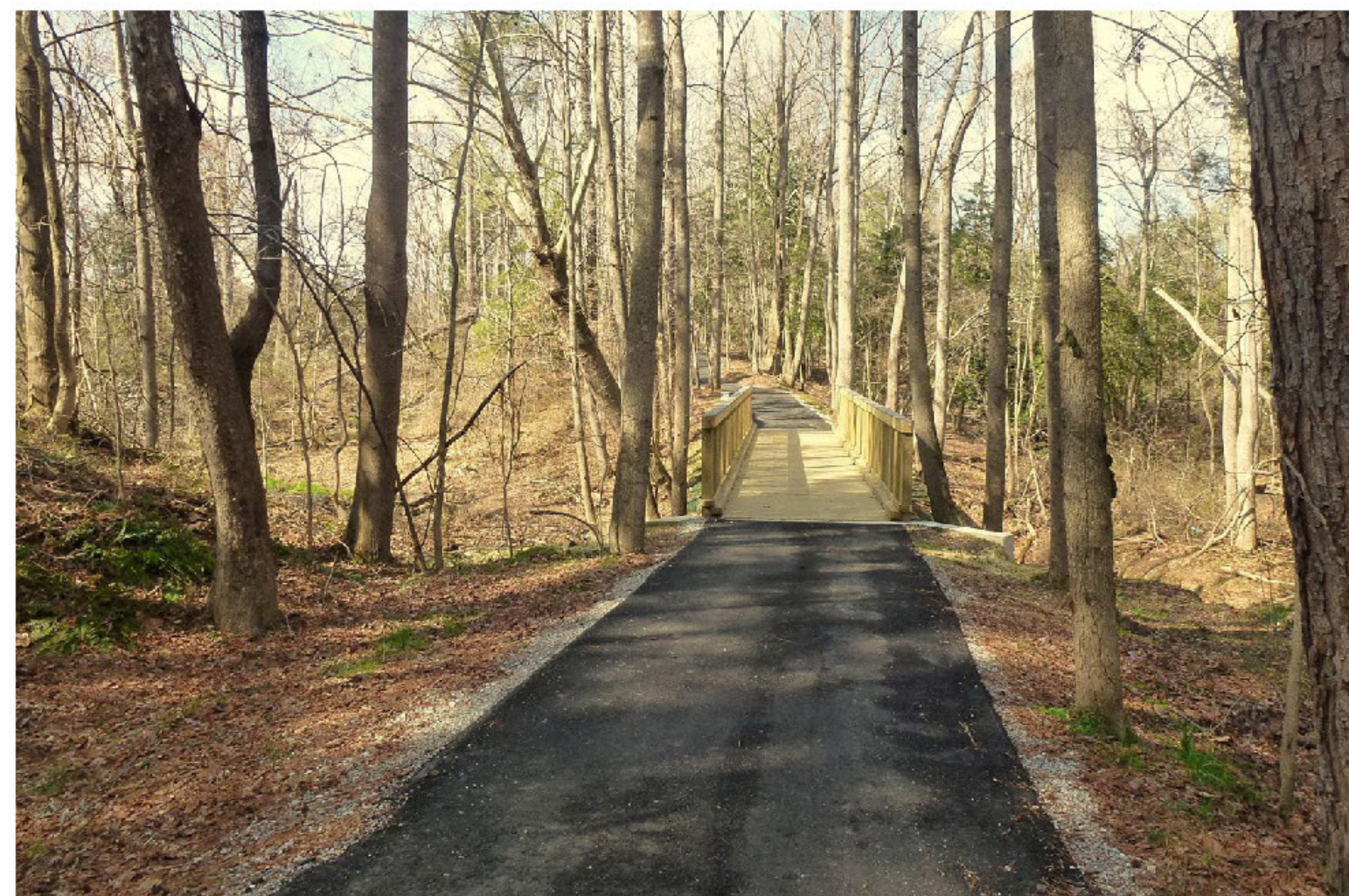
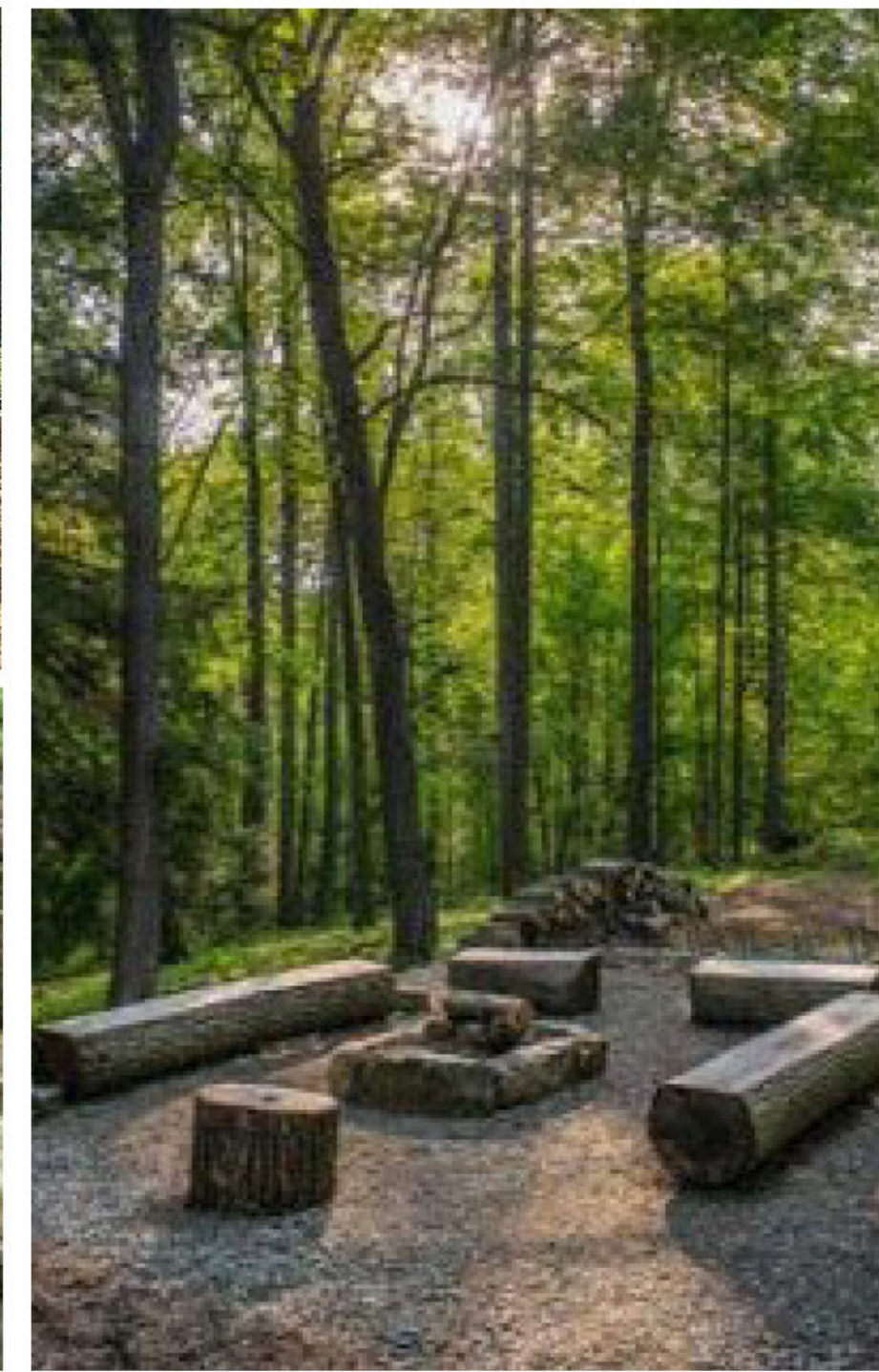
ALL ABOVE GROUND UTILITY BOXES/ DEVICES WILL BE SCREENED APPROPRIATELY.

ALL ACCESS DRIVES AND DRIVEWAYS WITHIN THIS DEVELOPMENT SHALL BE PRIVATE

ALL PRIVATE DRIVES MAY BE PAVED WITH PVIOUS PAVEMENT WITH MATERIAL AND CROSS-SECTION TO BE APPROVED BY METRO PUBLIC WORKS AND ADA STANDARDS.

REFER TO CIVIL DRAWINGS FOR ALL OTHER UTILITIES / EASEMENTS AND ADDITIONAL DETAILS

Conceptual Greenway and Amenity Space Images



Civil Site Plan & Utility Plan



SPECIFIC PLAN DEVELOPMENT SUMMARY:

SITE INFORMATION

PARCEL NUMBER ID'S:	06100001700 06100008400
COUNCIL DISTRICT:	8
COUNCIL MEMBER:	NANCY VANREECE
PARCEL OWNER:	301 BEN ALLEN, LLC 6100 TOWER CIRCLE, SUITE 200 FRANKLIN, TN 37067
SP NAME:	BEN ALLEN RIDGE
SP CASE NUMBER:	2021SP-020-001
REVISION DATE:	4/20/2021
EXISTING ZONING:	RS10
FALL BACK ZONING:	RM20
APPLICANT:	ALFRED BENESECH & COMPANY 401 CHURCH STREET, SUITE 1600 NASHVILLE, TN 37219 (615) 370-6079 CONTACT NAME: CHIP HOWORTH EMAIL ADDRESS: chiphoworth@benesch.com
FEMA MAP:	NOT IN FLOOD ZONE (ZONE X) 47037C0232H (APRIL 5, 2017)

SITE DATA

LAND USE:	MULTI-FAMILY RESIDENTIAL
EXISTING ACREAGE:	10.7
PROPOSED ACREAGE:	10.7
DENSITY:	21.0 UNITS/ACRE
NUMBER OF UNITS:	245
MAX BUILDING HEIGHT:	4 STORIES IN 68 FT
BUILDING FOOTPRINT AREA:	90,882 SQFT
FLOOR AREA RATIO:	1.0
IMPERVIOUS SURFACE RATIO:	0.55
PARKING:	363 OPEN SPOTS (1.48/UNIT)

SP NOTES:

- THE PURPOSE OF THIS SPECIFIC PLAN (SP) IS TO RECEIVE APPROVAL FOR THE DEVELOPMENT OF A MULTI-FAMILY RESIDENTIAL PROJECT CONTAINING 245 TOTAL UNITS THAT CONSISTS OF SEVEN (7) APARTMENT STYLE BUILDINGS AS PRESENTED WITHIN THE FOLLOWING PLAN DOCUMENTS.
- THE FINAL SITE PLAN BUILDING PERMIT SITE PLAN 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. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS IN ORDER TO MAINTAIN AND REPAIR UTILITIES IN THIS SITE.
- ACCORDING TO THE FEMA FIRM MAP #47037C0232H, DATED APRIL 5, 2017 THE PROJECT SITE IS CONSIDERED ZONE X AND IS LOCATED OUTSIDE THE 500 YEAR FLOODPLAIN.
- ALL DEVELOPMENT WITHIN THE BOUNDARIES OF THIS PLAN MEETS THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT.
- VEGETATION STRIPS AND SIDEWALKS ARE SHOWN AS THEY ARE ANTICIPATED TO BE IMPLEMENTED ON THIS PROJECT. COORDINATION WITH METRO PLANNING, ZONING, AND METRO PUBLIC WORKS IS REQUIRED FOR VEGETATION AND SIDEWALK REQUIREMENTS.
- IT IS ANTICIPATED THAT FOUR (4) 8 CUBIC YARD DUMPSTERS AND TWO (2) 8 CUBIC YARD RECYCLING CONTAINERS WILL BE REQUIRED FOR THE PROPOSED DEVELOPMENT. A PRIVATE HAULER WILL BE REQUIRED FOR SITE DISPOSAL.
- ARCHITECTURAL ELEVATIONS WILL BE REQUIRED WITH SUBMITTAL OF THE FINAL SP.

SP DESIGN STANDARD NOTES:

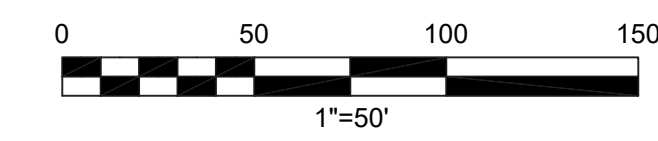
- BUILDING FACADES FRONTING A STREET SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 15% GLAZING.
- WINDOWS SHALL BE VERTICALLY ORIENTED AT A RATIO OF 1.5:1 OR GREATER, EXCEPT FOR DORMERS.
- EIFS, VINYL SIDING AND UNTREATED WOOD SHALL BE PROHIBITED.
- PORCHES SHALL PROVIDE A MINIMUM OF SIX FEET OF DEPTH.
- A RAISED FOUNDATION OF 18" - 36" IS REQUIRED FOR ALL RESIDENTIAL STRUCTURES WHERE IT CAN BE ACHIEVED DUE TO TOPOGRAPHY.

MWS STANDARD PRIVATE UTILITY PLAN NOTES:

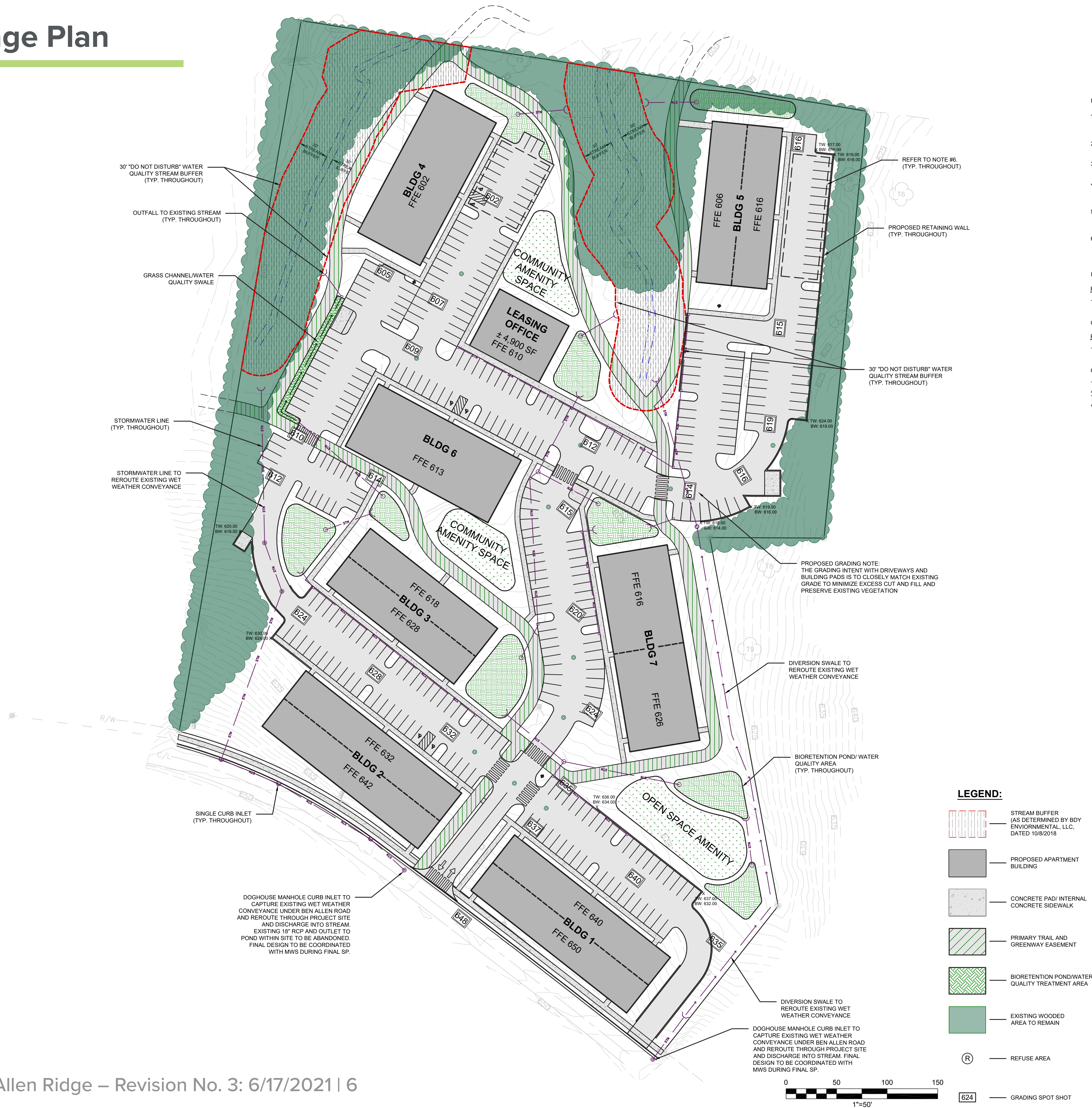
- ALL WATER AND/OR SEWER SERVICES, ALONG WITH APPURTENANCES, SHALL BE INSTALLED IN ACCORDANCE WITH SPECIFICATIONS AND STANDARD DETAILS OF THE METRO WATER SERVICES.
- ALL CONNECTIONS TO EXISTING MANHOLES SHALL BE BY CORING AND RESILIENT CONNECTOR METHOD.
- VERTICAL DOUBLE CHECK VALVE ASSEMBLIES, THAT ARE LOCATED IN INTERIOR ROOMS, CAN ONLY BE USED FOR FIRE SERVICES.
- ALL WATER METERS SHALL BE A MINIMUM OF 24" NOT TO EXCEED A MAXIMUM OF 28" BELOW FINISHED GRADE.
- IRRIGATION LINE SHALL BE COPPER FROM THE METER TO THE BACKFLOW PREVENTER.
- THE MINIMUM FEES OUTLINED IN THE CAPACITY LETTER MUST BE PAID BEFORE COMMERCIAL CONSTRUCTION PLANS CAN BE REVIEWED.
- ALL SEWER SERVICES SHALL BE 6 INCHES IN DIAMETER, FROM CONNECTION AT THE MAIN UNTIL THE FIRST CLEAN OUT ASSEMBLY.
- BACKFLOW DEVICE TO REMAIN ACCESSIBLE AT ALL TIMES.
- PLAN SIZE SHALL BE 24" X 36", AND SHALL SHOW CONTOURS AROUND METER BOXES.

LEGEND:

- STREAM BUFFER (AS DETERMINED BY BOY ENVIRONMENTAL, LLC, DATED 10/8/2018)
- PROPOSED APARTMENT BUILDING
- CONCRETE PAD/INTERNAL CONCRETE SIDEWALK
- PRIMARY TRAIL AND GREENWAY EASEMENT
- BIORETENTION POND/WATER QUALITY TREATMENT AREA
- EXISTING WOODED AREA TO REMAIN
- REFUSE AREA
- GRADING SPOT SHOT



Grading & Drainage Plan



- DRAINAGE NOTES:**
1. ALL BUILDING FOUNDATIONS THAT ARE WITHIN 10 LINEAR FEET OF PERMEABLE PAVERS OR BIORETENTION PONDS SHALL BE WATERPROOFED WITH DIMPLE MEMBRANE BOARD OR APPROVED EQUIVALENT.
 2. ALL DRAINAGE GRATES WITHIN THE PUBLIC RIGHT OF WAY SHALL BE PER THE BIKE FRIENDLY VANE GRATE FOUND ON METRO PUBLIC WORKS WEBSITE.
 3. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE STORMWATER MANAGEMENT MANUAL.
 4. 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 SERVICES.
 5. THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE, AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME 1 - REGULATIONS.
 6. AREA HELD FOR POTENTIAL UNDERGROUND DETENTION STRUCTURE OR PERMEABLE PAVEMENT FOR ADDITIONAL STORAGE. FINAL DESIGN TO BE COORDINATE WITH MWS DURING FINAL SP.

PRE/POST STORMWATER CALCULATIONS

PRE-DEVELOPMENT

TOTAL SITE AREA:	10.7 ACRES
IMPERVIOUS AREA:	1.4 ACRES
PERVIOUS AREA:	9.3 ACRES
COMPOSITE CN:	81.5

POST-DEVELOPMENT

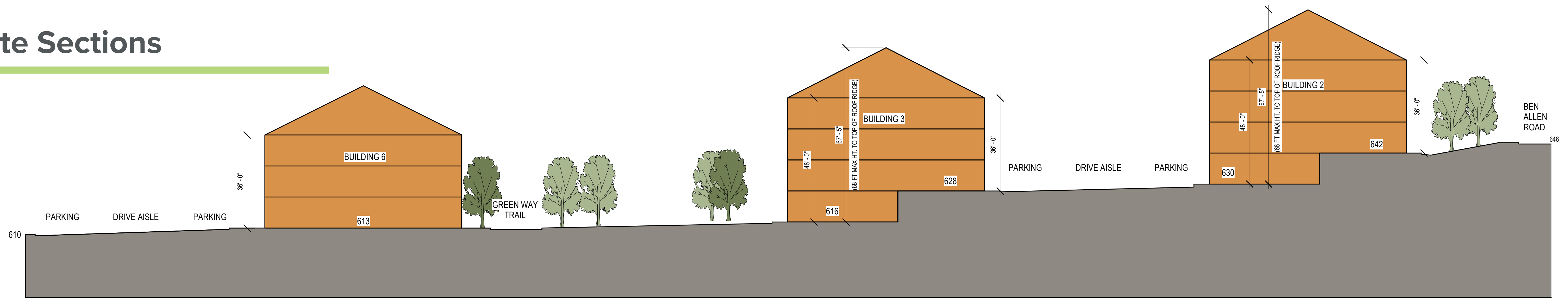
TOTAL SITE AREA:	10.7 ACRES
IMPERVIOUS AREA:	5.87 ACRES
PERVIOUS AREA:	4.83 ACRES
COMPOSITE CN:	89.4

THE PRELIMINARY CALCULATIONS ABOVE SHOW THAT THIS PROJECT WILL INCREASE THE AMOUNT OF RUNOFF GENERATED BY THIS SITE. ONSITE MITIGATION SHALL BE PROVIDED THROUGHOUT THE PROPOSED BIORETENTION/WATER QUALITY AREAS TO ENSURE NO ADVERSE IMPACTS PER VOLUME 5 OF THE STORMWATER MANAGEMENT MANUAL.

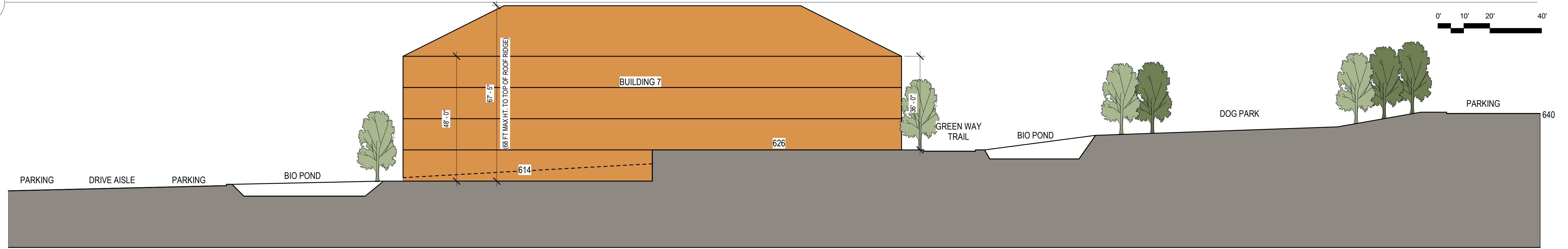
LEGEND:

- STREAM BUFFER (AS DETERMINED BY BDY ENVIRONMENTAL, LLC, DATED 10/8/2018)
- PROPOSED APARTMENT BUILDING
- CONCRETE PAD/ INTERNAL CONCRETE SIDEWALK
- PRIMARY TRAIL AND GREENWAY EASEMENT
- BIORETENTION POND/WATER QUALITY TREATMENT AREA
- EXISTING WOODED AREA TO REMAIN
- REFUSE AREA
- GRADING SPOT SHOT

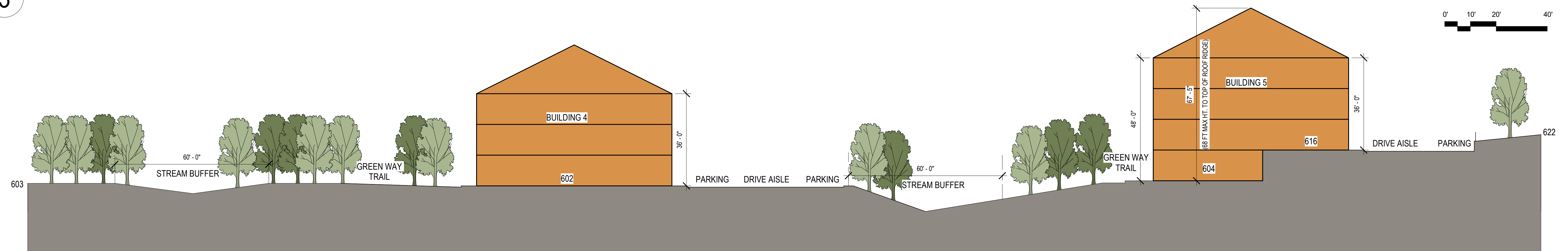
Site Sections



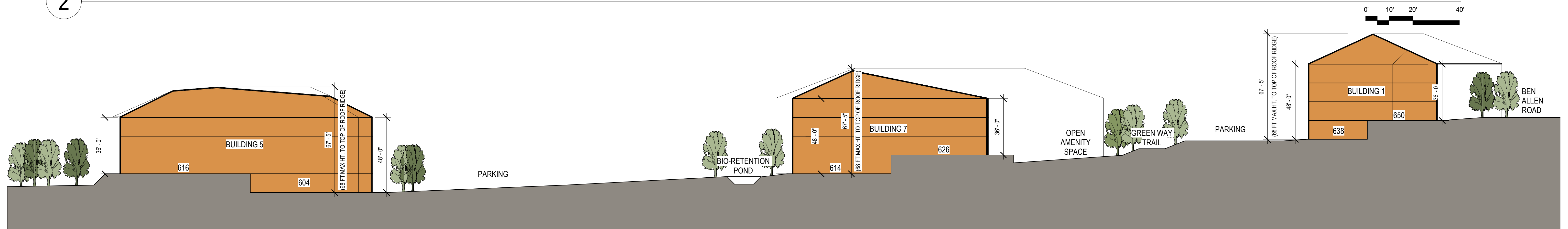
4 NORTH - SOUTH SECTION - A



3 NORTH - SOUTH SECTION - B



2 WEST - EAST SECTION

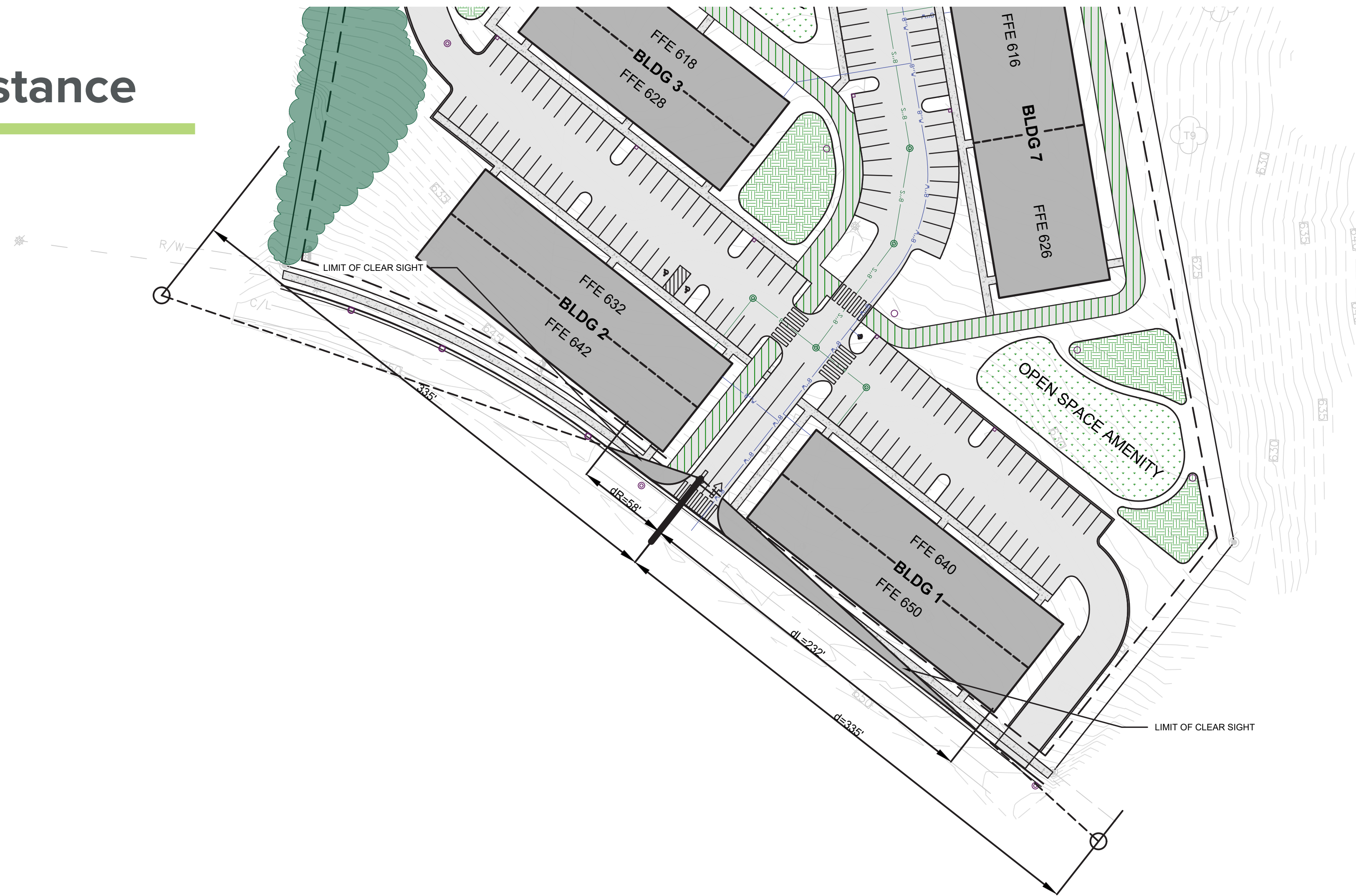


1 NORTH - SOUTH SECTION - C

Conceptual Building Images

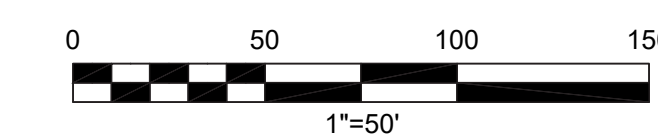
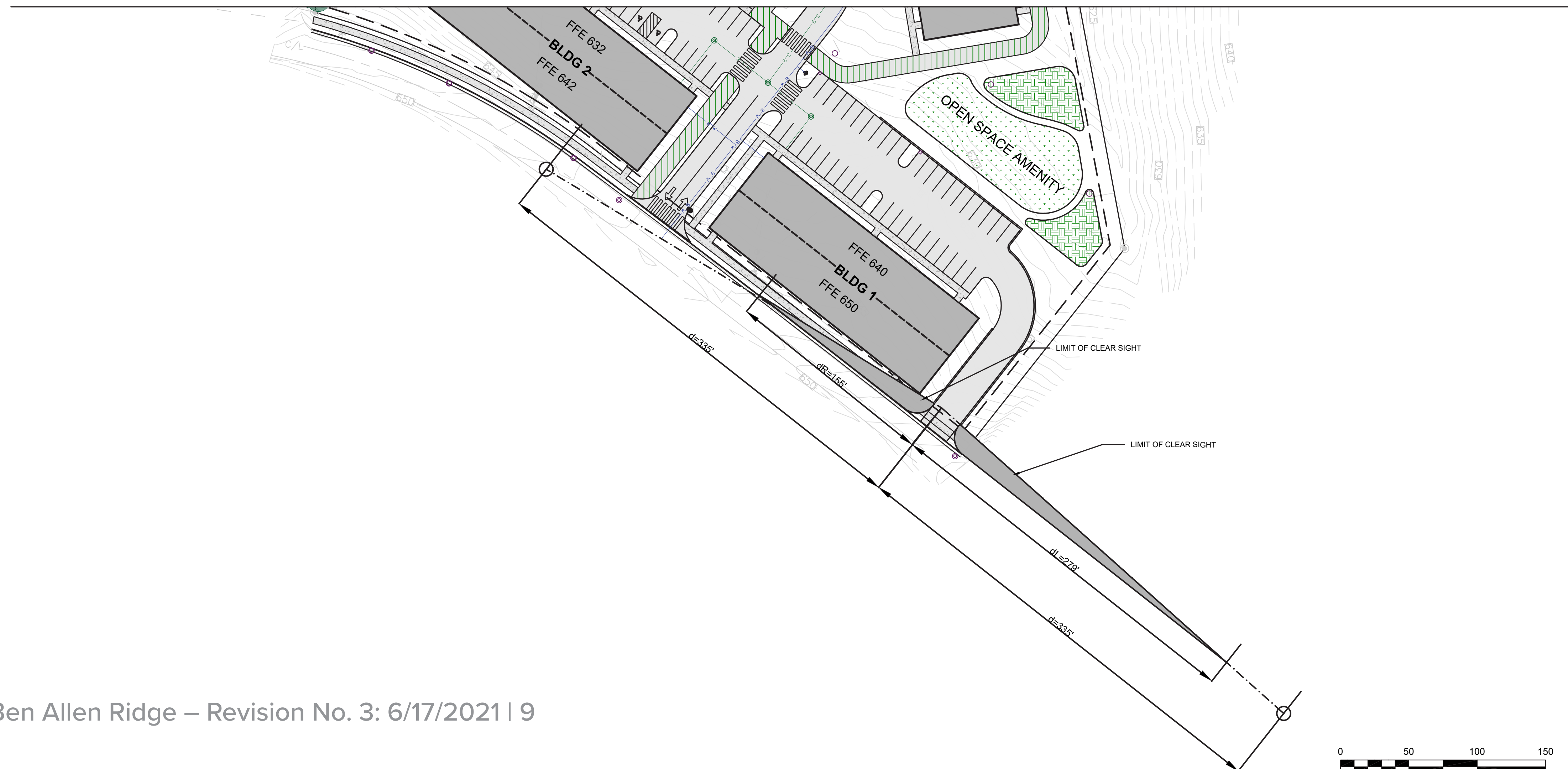


Stopping Sight Distance



Design Speed (MPH)	d (FT)	d _L (FT)	d _r (FT)
15	170	120	75
20	225	160	100
25	280	195	125
30	335	240	150
35	390	275	175
40	445	315	200
45	500	350	225
50	555	390	250
55	610	430	275
60	665	470	300
65	720	510	325
70	775	550	350

PASSENGER VEHICLE



SUBSTITUTE ORDINANCE NO. BL2021-844

An Ordinance to amend Section 17.40.720 of the Metropolitan Code of Laws to require notice by mail to the address of a property in certain cases (Proposal No. 2021Z-016TX-001).

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

~~Section 1. That Section 17.40.720 of the Metropolitan Code of Laws is hereby amended by deleting subsection A in its entirety and replacing it with the following:~~

~~A. No public hearing shall be conducted unless, at least twenty-one days prior to the public hearing, the owner(s) of the subject property and all other property owners within one thousand feet of the subject property have been given notice of the time, date and place of the public hearing. Properties owned by the applicant shall not be included in the distance measurement for public notice. Where the tax records reflect a mailing address for a property owner to be different than the address of the property owned, then notification shall also be mailed to the address of the property itself. If the individual mailing addresses of tenants in any multi-tenant property are not readily available, the applicant shall comply with subsection D. For a public hearing conducted by the board of zoning appeals, the appellant shall be notified by certified mail. In addition to notification of individual property owners, an incorporated condominium association registered with the metropolitan clerk as requesting notification shall also be notified. The provisions of this article shall not apply to the adoption or subsequent amendment of this title, or to amendments of the official zoning map involving floodplain or airport overlay districts.~~

Section 1. That Section 17.40.720 of the Metropolitan Code of Laws is hereby amended by adding the following new subsection D:

- D. 1. For the subject property where the tax records reflect a mailing address that is different than the address of the subject property, then notification shall also be mailed to the address of the property. The following properties shall be exempt from this requirement:
- a. b. Properties included in the application of an Overlay District as listed in Chapter 17.36, excluding Planned Unit Development Overlays.
 - b. c. Properties included in an application to rezone 10 or more parcels filed by a member of the Metropolitan Council in their official capacity.
2. If the subject property is designated as multi-family or mobile home park, in the official tax record, one sign shall be posted by the applicant at each ingress/egress onto the multi-tenant property. The signage shall comply with the requirements of subsections 17.40.730.B, 17.40.730.C.3, and 17.40.730.D and must be positioned in a manner to best inform the public residing at the multi-tenant property without creating a safety hazard.

~~Section 2. That Section 17.40.720 of the Metropolitan Code of Laws is hereby further amended by adding the following new subsection D:~~

~~D. When notice is provided to a multi-tenant property pursuant to subsection A and the individual addresses of tenants in the multi-tenant property are not readily available, signage shall be posted by the applicant in front of the multi-tenant property. The signage shall comply with the requirements of 17.40.730, except that only one such sign shall be required to be posted at~~

~~the multi-tenant property and must be positioned in a manner to best inform the public residing at the multi-tenant property without creating a safety hazard.~~

Section ~~3~~2. That this Ordinance shall take effect five (5) days from and 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.

SPONSORED BY:

Sean Parker
Member of Council

SUBSTITUTE ORDINANCE NO. BL2021-855

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Contextual Overlay District to various properties located along a portion of Preston Drive, Sheridan Road, and Harwood Drive, approximately 200 feet south of Porter Drive, zoned R10 (~~24.17~~ 19.47 acres), all of which is described herein (Proposal No. 2021COD-001-001).

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

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

By applying a Contextual Overlay District to various properties located along a portion of Preston Drive, Sheridan Road, and Harwood Drive, approximately 200 feet south of Porter Drive, zoned R10 (~~24.17~~ 19.47 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, ~~all of which is described by lines, words and figures), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County,~~ all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 072 and Map 083 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 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.

SPONSORED BY:

Emily Benedict
Member of Council

2021COD-001-001

Map 072-16, Parcel(s) 123, 125, 127, 130-135, 137-139, 141-144, 147, 150-160, 164-174, 177-179, 181, 308

Map 072-16-0-I, Parcel(s) 001-002, 900

Map 072-16-1-E, Parcel(s) 001-002, 900

Map 072-16-1-H, Parcel(s) 001-002, 900

Map 072-16-1-I, Parcel(s) 001-002, 900

Map 072-16-3-A, Parcel(s) 001-002, 900

Map 072-16-3-C, Parcel(s) 001-002, 900

Map 072-16-3-D, Parcel(s) 001-002, 900

Map 072-16-3-F, Parcel(s) 001-002, 900

Map 072-16-3-G, Parcel(s) 001-002, 900

Map 072-16-3-H, Parcel(s) 001-002, 900

Map 072-16-3-O, Parcel(s) 001-002, 900

Map 083-04, Parcel(s) 005.01, 003-005, 007-010

Map 083-04-1-A, Parcel(s) 001-002, 900

Subarea 05, East Nashville

District 07 (Emily Benedict)

Application fee paid by: Fee waived by Council

A request to apply a Contextual Overlay District to various properties located along a portion of Preston Drive, Sheridan Road, and Harwood Drive, approximately 200 feet south of Porter Drive, zoned R10 (19.47 acres), requested by Councilmember Emily Benedict, applicant; various owners.



STANPAR	DEEDEDACREAGE	PropAddr	PropHouse	PropStreet	PropSuite	PropCity	PropState	PropZip	Owner	OwnAddr1	OwnAddr2	OwnAddr3	OwnCity	OwnState	OwnCountry	OwnZip
07216012300	0.28	1528 HARWOOD DR	1528	HARWOOD DR	<Null>	NASHVILLE	TN	37206	RITTER, EMILY HENCKEN & DARICK N.	1528 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216012500	0.29	1522 HARWOOD DR	1522	HARWOOD DR	<Null>	NASHVILLE	TN	37206	CHAPMAN, BRIAN S & RACHEL M.	1522 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216012700	0.29	1518 HARWOOD DR	1518	HARWOOD DR	<Null>	NASHVILLE	TN	37206	WOLCZYK, JOSEPH	5709 TRACEDIE DR	<Null>	<Null>	NASHVILLE	TN	US	37221
07216013000	0.29	1510 HARWOOD DR	1510	HARWOOD DR	<Null>	NASHVILLE	TN	37206	KEARY, RICHARD F. ETUX	1510 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216013100	0.29	1508 HARWOOD DR	1508	HARWOOD DR	<Null>	NASHVILLE	TN	37206	ROBINSON, KELSI C.	1508 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37216
07216013200	0.32	1504 HARWOOD DR	1504	HARWOOD DR	<Null>	NASHVILLE	TN	37206	MCCANN, CRAIG & ROSA	540 BEVERLY DR	<Null>	<Null>	OXNARD	CA	US	93030
07216013300	0.41	1502 HARWOOD DR	1502	HARWOOD DR	<Null>	NASHVILLE	TN	37206	BYBEE, CHARLES R. III	1502 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216013400	0.29	1428 HARWOOD DR	1428	HARWOOD DR	<Null>	NASHVILLE	TN	37206	ALLEN, ROBERT B.	1428 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216013500	0.29	1426 HARWOOD DR	1426	HARWOOD DR	<Null>	NASHVILLE	TN	37206	WILES, JANIE DALES	1426 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216013700	0.29	1420 HARWOOD DR	1420	HARWOOD DR	<Null>	NASHVILLE	TN	37206	GLOVER, ROBERT C.	1420 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216013800	0.29	1418 HARWOOD DR	1418	HARWOOD DR	<Null>	NASHVILLE	TN	37206	EDWARDS, LINDA M.	1418 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216013900	0.45	1412 HARWOOD DR	1412	HARWOOD DR	<Null>	NASHVILLE	TN	37206	FISCO, JAMES R & JAMES M	1412 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216014100	0.29	1410 HARWOOD DR	1410	HARWOOD DR	<Null>	NASHVILLE	TN	37206	HUNTER, JOE H. ET UX	1410 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216014200	0.29	1413 HARWOOD DR	1413	HARWOOD DR	<Null>	NASHVILLE	TN	37206	PITTMAN, CURTIS L.	1413 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216014300	0.29	1411 HARWOOD DR	1411	HARWOOD DR	<Null>	NASHVILLE	TN	37206	NEELY, CHERYL L.	1411 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216014400	0.32	1409 HARWOOD DR	1409	HARWOOD DR	<Null>	NASHVILLE	TN	37206	CHAPMAN, BETTY J.	1409 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216014700	0.28	1912 SHERIDAN RD	1912	SHERIDAN RD	<Null>	NASHVILLE	TN	37206	SUWANNEE SHERIDAN TRUST	P O BOX 160296 C/O MARK HOLLINGSWORTH	<Null>	<Null>	NASHVILLE	TN	US	37216
07216015000	0.27	1906 SHERIDAN RD	1906	SHERIDAN RD	<Null>	NASHVILLE	TN	37206	ROGERS, ADDIE L.	1906 SHERIDAN RD.	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015100	0.39	1900 SHERIDAN RD	1900	SHERIDAN RD	<Null>	NASHVILLE	TN	37206	WRIGHT, MELVIN	1900 SHERIDAN DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015200	0.29	1503 HARWOOD DR	1503	HARWOOD DR	<Null>	NASHVILLE	TN	37206	DORFF, CASSY L. & MOTSINGER, JANE HANES	1503 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015300	0.29	1505 HARWOOD DR	1505	HARWOOD DR	<Null>	NASHVILLE	TN	37206	DUKE, DANNY C. ET UX	1505 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015400	0.27	1509 HARWOOD DR	1509	HARWOOD DR	<Null>	NASHVILLE	TN	37206	MEADOWS, ELIZABETH & ROSTON, AARON	1509 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015500	0.28	1511 HARWOOD DR	1511	HARWOOD DR	<Null>	NASHVILLE	TN	37206	GULLETT, REBECCA	1511 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015600	0.28	1515 HARWOOD DR	1515	HARWOOD DR	<Null>	NASHVILLE	TN	37206	JOHNSON, KATHY L.	1515 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015700	0.28	1517 HARWOOD DR	1517	HARWOOD DR	<Null>	NASHVILLE	TN	37206	BRUGMAN, BONNIE JO	1517 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015800	0.28	1521 HARWOOD DR	1521	HARWOOD DR	<Null>	NASHVILLE	TN	37206	MAPLES, PHILIP M II	1521 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216015900	0.28	1525 HARWOOD DR	1525	HARWOOD DR	<Null>	NASHVILLE	TN	37206	CASEY, DAISY	1033 JARMAN LN	<Null>	<Null>	GALLATIN	TN	US	37066
07216016000	0.28	1529 HARWOOD DR	1529	HARWOOD DR	<Null>	NASHVILLE	TN	37206	BEDNARIK, ADAM M. & MELISSA	1529 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216016400	0.28	1528 PRESTON DR	1528	PRESTON DR	<Null>	NASHVILLE	TN	37206	HANEY, SYLVIA J.	1528 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216016500	0.28	1524 PRESTON DR	1524	PRESTON DR	<Null>	NASHVILLE	TN	37206	GASSENHEIMER, RICHARD J	1524 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216016600	0.28	1522 PRESTON DR	1522	PRESTON DR	<Null>	NASHVILLE	TN	37206	KEEGAN, COLIN T & ANNE K	1522 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216016700	0.28	1518 PRESTON DR	1518	PRESTON DR	<Null>	NASHVILLE	TN	37206	SLADE, WILLIAM BOWEN	1518 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216016800	0.28	1516 PRESTON DR	1516	PRESTON DR	<Null>	NASHVILLE	TN	37206	POWELL, DAVID & MARY MARGARET	176 EAST EDISON ST	<Null>	<Null>	ALCOA	TN	US	37701
07216016900	0.28	1512 PRESTON DR	1512	PRESTON DR	<Null>	NASHVILLE	TN	37206	MOODY, TAMMIE MESHELLE	1512 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216017000	0.3	1508 PRESTON DR	1508	PRESTON DR	<Null>	NASHVILLE	TN	37206	BRYAN, STEVEN & EMILY	1508 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216017100	0.27	1506 PRESTON DR	1506	PRESTON DR	<Null>	NASHVILLE	TN	37206	NORMAN, CHELSEA E & HORBAL, & LAUREN	1506 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216017200	0.32	1500 PRESTON DR	1500	PRESTON DR	<Null>	NASHVILLE	TN	37206	WINNET, LINDA M.(LEIMORRIS, USA D. ETAL	1500 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216017300	0.3	1501 PRESTON DR	1501	PRESTON DR	<Null>	NASHVILLE	TN	37206	ESCOBAR, MATTHEW RYAN & APRIL NICHOLE	1501 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216017400	0.29	1505 PRESTON DR	1505	PRESTON DR	<Null>	NASHVILLE	TN	37206	TUTTLE, MARTHA SUY	1505 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216017700	0.29	1515 PRESTON DR	1515	PRESTON DR	<Null>	NASHVILLE	TN	37206	MORGAN, JENNIFER F.	1515 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216017800	0.29	1519 PRESTON DR	1519	PRESTON DR	<Null>	NASHVILLE	TN	37206	BARR, VICKY S.	1519 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216017900	0.29	1521 PRESTON DR	1521	PRESTON DR	<Null>	NASHVILLE	TN	37206	BESTEN, ALEXANDRA & BRUCE	1521 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216018100	0.29	1529 PRESTON DR	1529	PRESTON DR	<Null>	NASHVILLE	TN	37206	SNIDER, MIKE	P O BOX 610	<Null>	<Null>	GLEASON	TN	US	38229
07216038000	0.2	0 HARWOOD DR	0	HARWOOD DR	<Null>	NASHVILLE	TN	37206	CHURCHWELL, STANLEY J. & WANDA F.	113 SPRING CREEK TRL	<Null>	<Null>	HENDERSONVILLE	TN	US	37075
07216090000	<Null>	1410 A HARWOOD DR	1410	HARWOOD DR	<Null>	NASHVILLE	TN	37206	BRYAN, STEVEN & EMILY	1410 A HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216090200	<Null>	1410 B HARWOOD DR	1410	HARWOOD DR	<Null>	NASHVILLE	TN	37206	EASON, LUSTIN A.	1410 B HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
07216090000	0.5	1410 C HARWOOD DR	1410	HARWOOD DR	<Null>	NASHVILLE	TN	37206	O.I.C. 1410 HARWOOD DRIVE TOWNHOMES	401 S MT JULIET RD #235-153	<Null>	<Null>	MOUNT JULIET	TN	US	37122
072161E001000	0	1525 PRESTON DR	1525	PRESTON DR	<Null>	NASHVILLE	TN	37206	KERR, ADAM JOSEPH & ANDREA MILLER	1525 PRESTON CT	<Null>	<Null>	NASHVILLE	TN	US	37206
072161E002000	0	1527 PRESTON DR	1527	PRESTON DR	<Null>	NASHVILLE	TN	37206	SEABOLD, JONATHAN & FREDLAKE, MARIE	1527 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
072161E900000	0.29	1527 B PRESTON DR	1527	PRESTON DR	<Null>	NASHVILLE	TN	37206	O.I.C. PRESTON DRIVE COTTAGES	1525 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
072161H001000	0	1524 HARWOOD DR	1524	HARWOOD DR	<Null>	NASHVILLE	TN	37206	JACKSON VALLEY LAND PARTNERS	PO BOX 686	<Null>	<Null>	SPRING HILL	TN	US	37174
072161H002000	0	1526 HARWOOD DR	1526	HARWOOD DR	<Null>	NASHVILLE	TN	37206	JACKSON VALLEY LAND PARTNERS	PO BOX 686	<Null>	<Null>	SPRING HILL	TN	US	37174
072161H900000	0.29	1524 B HARWOOD DR	1524	HARWOOD DR	<Null>	NASHVILLE	TN	37206	O.I.C. HARWOOD COTTAGES	1526 HARWOOD DR	<Null>	<Null>	NASHVILLE	TN	US	37206
072161I001000	0	1520 A HARWOOD DR	1520	HARWOOD DR	<Null>	NASHVILLE	TN	37206	SOUTHERN SPACES, LLC	401 FESSLERS LN	<Null>	<Null>	NASHVILLE	TN	US	37210
072161I002000	0	1520 B HARWOOD DR	1520	HARWOOD DR	<Null>	NASHVILLE	TN	37206	SOUTHERN SPACES, LLC	401 FESSLERS LN	<Null>	<Null>	NASHVILLE	TN	US	37210
072161I900000	0.29	1520 C HARWOOD DR	1520	HARWOOD DR	<Null>	NASHVILLE	TN	37206	O.I.C. HOMES AT 1520 HARWOOD DRIVE	401 FESSLERS LN	<Null>	<Null>	NASHVILLE	TN	US	37210
072163A001000	<Null>	1910 A SHERIDAN RD	1910	SHERIDAN RD	<Null>	NASHVILLE	TN	37206	OPENDOOR PROPERTY TRUST I	410 N SCOTTSDALE RD STE 1600	<Null>	<Null>	TEMPE	AZ	US	85281
072163A002000	<Null>	1910 B SHERIDAN RD	1910	SHERIDAN RD	<Null>	NASHVILLE	TN	37206	WIESE, JACQUES & STEINBORN, SARAH E	1910 B SHERIDAN RD	<Null>	<Null>	NASHVILLE	TN	US	37206
072163A900000	0.27	1910 C SHERIDAN RD	1910	SHERIDAN RD	<Null>	NASHVILLE	TN	37206	O.I.C. 1910 SHERIDAN ROAD TOWNHOMES	1103 HOLLY ST	<Null>	<Null>	NASHVILLE	TN	US	37206
072163C001000	0	1509 PRESTON DR	1509	PRESTON DR	<Null>	NASHVILLE	TN	37206	AUSTIN FAMILY TRUST	380 PENNSYLVANIA AVE	<Null>	<Null>	LOS GATOS	CA	US	95030
072163C002000	0	1511 PRESTON DR	1511	PRESTON DR	<Null>	NASHVILLE	TN	37206	MARSHALL, RICHARD GERALD & RACHEL INEZ	1511 PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
072163C900000	0.32	1511 B PRESTON DR	1511	PRESTON DR	<Null>	NASHVILLE	TN	37206	O.I.C. HOMES AT 1509 PRESTON DRIVE	P O BOX 964	<Null>	<Null>	LAWRENCEBURG	TN	US	38464
072163D001000	0	1513 B PRESTON DR	1513	PRESTON DR	<Null>	NASHVILLE	TN	37206	SCHIOPPA, LUCA & ALLISON	1513 B PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
072163D002000	0	1513 A PRESTON DR	1513	PRESTON DR	<Null>	NASHVILLE	TN	37206	BROWN, JACOB & KATHERINE LIVING TRUST, THE	1513 A PRESTON DR	<Null>	<Null>	NASHVILLE	TN	US	37206
072163D900000	0.32	1513 C PRESTON DR	1513	PRESTON DR	<Null>	NASHVILLE	TN	37206	O.I.C. HOMES AT 1513 PRESTON DRIVE	1221 TWELVE STONES XING	<Null>	<Null>	GOODLETTSVILLE	TN	US	37072
072163F00																

SUBSTITUTE ORDINANCE NO. BL2021-856

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Contextual Overlay District to various properties located approximately 150 feet south of Eastland Avenue and 150 feet north of ~~Portland~~ Fortland Drive, along Brittany Court, Brittany Drive and Barclay Drive, zoned R10 (30.48 acres), all of which is described herein (Proposal No. 2021COD-003-001).

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

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

By applying a Contextual Overlay District to various properties located approximately 150 feet south of Eastland Avenue and 150 feet north of ~~Portland~~ Fortland Drive, along Brittany Court, Brittany Drive and Barclay Drive, zoned R10 (30.48 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 083 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 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.

SPONSORED BY:

Brett Withers
Member of Council

2021COD-003-001

Map 083-12, Parcel(s) 074-084, 087-089, 171, 172, 174-177

Map 083-12-0-K, Parcel(s) 001-002, 900

Map 083-12-0-L, Parcel(s) 001-002, 900

Map 083-12-0-M, Parcel(s) 001-002, 900

Map 083-16, Parcel(s) 003-010, 013-015, 029, 031-034, 036-038, 044-049

Map 083-16-0-C, Parcel(s) 001-002, 900

Map 083-16-0-D, Parcel(s) 001-002, 900

Map 083-16-0-E, Parcel(s) 001-002, 900

Subarea 05, East Nashville

District 06 (Brett Withers)

Application fee paid by: Fee waived by Council

A request to apply a Contextual Overlay District to various properties located approximately 150 feet south of Eastland Avenue and 150 feet north of Fortland Drive, along Brittany Court, Brittany Drive and Barclay Drive, zoned R10 (30.48 acres), requested by Councilmember Brett Withers, applicant; various owners.



AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-857

Mr. President –

I hereby move to amend Ordinance No. BL2021-857 as follows:

I. By adding the following condition to Section 4:

9. Note 3 under “Design Standards” shall be deleted and replaced with “EIFS, vinyl siding, and untreated wood shall be restricted from any façade that faces a public right-of-way, private drive, public or private open space areas, or parcels not included within the development area. No more than 5% of the total façade area of any structure within the development shall be made up of EIFS, vinyl siding, and/or untreated wood.”

10. All building material restrictions and requirements shall be authorized by BL2021-890

INTRODUCED BY:

Jeff Syracuse
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-862

Mr. President –

I hereby move to amend Ordinance No. BL2021-862 as follows:

I. By deleting Section 4 in its entirety and replacing it with the following:

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

1. Update the permitted uses note as follows: 250 multi-family residential units. Owner occupied and not owner occupied short term rentals shall be prohibited.
2. Update the Maximum building height note as follows: Max. Building Height: 5 stories within 75 feet. No stepback required.
3. Vehicular access or curb cuts shall not be permitted along Herman Street.
~~In addition to vinyl siding and untreated wood, EIFS shall not be permitted.~~
4. Prior to final site plan approval, it shall be determined if it is feasible to extend the new sidewalk along Herman Street west to the existing sidewalk at the corner of Herman Street and 14th Avenue North. The design of any sidewalk may be flexible, to be determined in coordination with Planning and Public Works.
5. Comply with all conditions and requirements of Metro reviewing agencies.
6. 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.
7. The development shall provide adequate access that meets the requirements of the Fire Marshal's Office and Department of Public Works.
8. Note 5 under "Architectural Standards" shall be deleted and replaced with "EIFS, vinyl siding, and untreated wood shall be restricted from any façade that faces a public right-of-way, private drive, public or private open space areas, or parcels not included within the development area. No more than 5% of the total façade area of any structure within the development shall be made up of EIFS, vinyl siding, and/or untreated wood."
9. All building material restrictions and requirements shall be authorized by BL2021-891

INTRODUCED BY:

Freddie O'Connell
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-863

Mr. President –

I hereby move to amend Ordinance No. BL2021-863 as follows:

I. By deleting Condition 4 in Section 4 and renumbering the subsequent conditions accordingly

II. By adding the following conditions to Section 4:

8. Note 5 under “Architectural Standards” shall be deleted and replaced with “EIFS, vinyl siding, and untreated wood shall be restricted from any façade that faces a public right-of-way, private drive, public or private open space areas, or parcels not included within the development area. No more than 5% of the total façade area of any structure within the development shall be made up of EIFS, vinyl siding, and/or untreated wood.”

9. All building material restrictions and requirements shall be authorized by BL2021-892

INTRODUCED BY:

Freddie O’Connell
Member of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2021-1111

Mr. President –

I hereby move to amend Resolution No. RS2021-1111 by adding the following recital between the tenth and eleventh recitals:

“WHEREAS, as part of the commitment to children and future generations of Nashvillians the Frist Art Museum offers free admission to everyone 18 years old and under; and”

SPONSORED BY:

Freddie O’Connell

Joy Styles
Members of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2021-1122

Mr. President –

I hereby move to amend Resolution No. RS2021-1122 by adding the following grant budget attachment, labeled Attachment 1, to the end of the grant contract.

SPONSORED BY:

Kyonzté Toombs
Member of Council

GRANT BUDGET

(BUDGET PAGE 1)

Mental Health Cooperative				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2021, and ending June 30, 2022.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$397,400.00	\$0.00	\$397,400.00
2	Benefits & Taxes	\$95,376.00	\$0.00	\$95,376.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$4,900.00	\$0.00	\$4,900.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$3,065.82	\$0.00	\$3,065.82
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$10,000.00	\$0.00	\$10,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (0% of S&B)	\$51,074.18	\$0.00	\$51,074.18
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$561,816.00	\$0.00	\$561,816.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

Position	Name	Monthly Salary	No of Months	Percent Working in Program	AMOUNT	
Counselor Crisis CIT	BJORALT, MICHAEL G.	\$ 5,221.06 x	12 x	100%	\$62,652.72	
Counselor Crisis CIT	KNOX, JENNIFER D.	\$ 5,224.58 x	12 x	100%	\$62,694.96	
Prgm Mgr EPS Co-Response	Randolph Jr., James M.	\$ 6,890.67 x	12 x	100%	\$82,688.00	
Counselor Crisis CIT	ROBINZINE, AISHA M.	\$ 4,969.51 x	12 x	100%	\$59,634.12	
Counselor Crisis CIT	Woerner, Amy	\$ 5,096.22 x	12 x	100%	\$61,154.64	
Counselor Crisis CIT	YARBROUGH, ASHLEY A.	\$ 4,651.65 x	12 x	100%	\$55,819.80	
Counselor Crisis CIT	Various Staff Coverage for PTO	\$ 1,064.00 x	12 x	100%	\$12,768.00	
			x	x	100%	\$0.00
ROUNDED TOTAL					\$397,400.00	

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
ROUNDED TOTAL	\$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Training	\$ 10,000.00
ROUNDED TOTAL	\$ 10,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
ROUNDED TOTAL	\$ -

RESOLUTION NO. _____

A resolution approving a grant from the Tennessee Housing Development Agency to the Metropolitan Government, acting by and through the Metropolitan Action Commission, to be used for emergency rental assistance in accordance with the purposes set forth in Section 3201(a) of the American Rescue Plan Act of 2021.

WHEREAS, the Tennessee Housing Development Agency has awarded a grant, in an amount not to exceed \$24,764,550.18 with no cash match required, to the Metropolitan Government, acting by and through the Metropolitan Action Commission, to be used for emergency rental assistance in accordance with the purposes set forth in Section 3201(a) of the American Rescue Plan Act of 2021; 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 grant by and between the Tennessee Housing Development Agency, in an amount not to exceed \$24,764,550.18, to the Metropolitan Government, acting by and through the Metropolitan Action Commission, to be used for emergency rental assistance in accordance with the purposes set forth in Section 3201(a) of the American Rescue Plan Act of 2021, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Action Commission 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:

DocuSigned by:

Tom Eddleman

Tom Eddleman, Divisional Director of Budgets - Department of Finance

INTRODUCED BY:

Zulfat Suara

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Niki Eke

Assistant Metropolitan Attorney

Member(s) of Council

GRANT SUMMARY SHEET

Grant Name: Emergency Rental Assistance Program 21-22 THDA Part 1

Department: METRO ACTION

Grantor: U.S. DEPARTMENT OF TREASURY

**Pass-Through Grantor
(If applicable):** TENNESSEE HOUSING DEVELOPMENT AGENCY

Total Award this Action: \$24,764,550.18

Cash Match \$0.00

Department Contact: Cynthia Croom, Executive Director
862-8860

Status: NEW

Program Description:

Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance. Established under the Consolidated Appropriations Act, 2021, this program allocates funding across the country to assist eligible households who are unable to pay rent and utilities due to the COVID-19 pandemic. Eligible renters are able to receive assistance with rent and utilities, unpaid rent and utilities, and other housing expenses that were incurred due to the COVID-19 pandemic. No matching requirement. The assistance listing number (CFDA number) for the ERA program is 21.023 and will be subject to Single Audit Requirements. The State of Tennessee received of which \$25,530,464.10 was Davidson County's Share = Of that amount the State THDA retained 3% in the amount of \$765,913.92 to perform Quality Control oversight of production and reporting by the Grantee. Leaving the Fed-State Pass thru Amt to Davidson County at the \$24,764,550.18 amount.

Plan for continuation of services upon grant expiration:

This grant is a one-time grant to aid people due to the COVID-19 Pandemic. 90% of the original \$25,530,464.10 or \$22,977,417.69 must be used to provide eligible tenants with financial assistance for rent, rent arrears, utilities and home energy costs, utilities and home energy costs arrears; and other expenses related to housing incurred directly or

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
METRO ACTION	075	Cynthia Croom, Executive Director				862-8860	880-2388
Grant Name:		Emergency Rental Assistance Program 21-22 THDA Part 1					
Grantor:		U.S. DEPARTMENT OF TREASURY		Other:			
Grant Period From:		09/01/21		(applications only) Anticipated Application Date:			
Grant Period To:		08/31/22		(applications only) Application Deadline:			
Funding Type:	FED PASS THRU	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:	TENNESSEE HOUSING DEVELOPMENT /	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	FORMULA	Total Award:		\$24,764,550.18			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior:	Metro In-Kind Match:					
CFDA #	21.023	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
<p>Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance. Established under the Consolidated Appropriations Act, 2021, this program allocates funding across the country to assist eligible households who are unable to pay rent and utilities due to the COVID-19 pandemic. Eligible renters are able to receive assistance with rent and utilities, unpaid rent and utilities, and other housing expenses that were incurred due to the COVID-19 pandemic. No matching requirement. The assistance listing number (CFDA number) for the ERA program is 21.023 and will be subject to Single Audit Requirements. The State of Tennessee received of which \$25,530,464.10 was Davidson County's Share = Of that amount the State THDA retained 3% in the amount of \$765,913.92 to perform Quality Control oversight of production and reporting by the Grantee. Leaving the Fed-State Pass thru Amt to Davidson County at the \$24,764,550.18 amount.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
This grant is a one-time grant to aid people due to the COVID-19 Pandemic. 90% of the original \$25,530,464.10 or \$22,977,417.69 must be used to provide eligible tenants with financial assistance for rent, rent arrears, utilities and home energy costs, utilities and home energy costs arrears; and other expenses related to housing incurred directly or indirectly.							
How is Match Determined?							
Fixed Amount of \$		or		0.0%		% of Grant	
Explanation for "Other" means of determining match:		Other: <input type="checkbox"/>					
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund		Business Unit	
Is not budgeted?		Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		20.00		Actual number of positions added:			
Departmental Indirect Cost Rate		13.81%		Indirect Cost of Grant to Metro:		\$3,419,984.38	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow. 7.00%		Ind. Cost Requested from Grantor:		\$1,787,132.49 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input checked="" type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22		\$24,764,550.18					\$24,764,550.18	\$3,419,984.38	\$1,787,132.49
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		\$0.00	\$24,764,550.18	\$0.00	\$0.00		\$0.00	\$24,764,550.18	\$3,419,984.38	\$1,787,132.49
Date Awarded:		09/01/21		Tot. Awarded:		\$24,764,550.18	Contract#:		# ERA1-003	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

trinity.weathersby@nashville.gov
 Contact: vaughn.wilson@nashville.gov

vw

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Tennessee Housing Development Agency
AND
Metropolitan Action Commission

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Housing Development Agency ("THDA"), hereinafter referred to as the "State" or the "Grantor State Agency" and **Metropolitan Action Commission**, hereinafter referred to as the "Grantee," is for the provision of financial assistance and housing stability services to help eligible tenants avoid eviction under THDA's Emergency Rental Assistance – COVID-19 Rent Relief Set-Aside (the "THDA-ERA Program"), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # **0004**

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. The Grantee shall use a minimum of 90% the funds awarded under this Grant Contract to provide eligible tenants with financial assistance for (i) rent; (ii) rental arrears; (iii) utilities and home energy costs; (iv) utilities and home energy costs arrears; and (v) other expenses related to housing incurred due, directly or indirectly, to the Coronavirus (COVID—19) outbreak, as established by section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act") for the Emergency Rental Assistance program ("ERA").
- Up to 7% of the funds awarded under this Grant Contract may be used to provide housing stability services and the administrative costs incurred for the oversight and administration of the THDA-ERA Program. The Grantee shall only fund housing stability services and cover administrative costs that are deemed appropriate and eligible by the Act.
- A.3. The Grantee shall provide THDA with a copy of the Grantee's application, eligibility criteria, and program guidelines for the Grantee's rental assistance program for THDA to review and approve before THDA will disperse funds to the Grantee under this Grant Contract. The Grantee's program guidelines must define the costs deemed eligible under housing stability services.
- A.4. The Grantee is not eligible for any funds under THDA's THDA-ERA Program until the Grantee has obligated at least 65% of the 90% minimum of the original direct allocation that the Grantee received from Treasury that the Grantee is required to use for financial assistance to eligible tenants under the Act.
- A.5. The Grantee shall expend all funds provided under this Grant Contract before August 30, 2022. The Grantee shall return any funds not expended by said date, or any THDA approved extension thereof, to THDA. Further, if THDA determines, in its sole discretion, that the Grantee is not expending the funds provided under this Grant Contract within a reasonable time, THDA will recapture said funds not yet obligated by the Grantee to a household.
- A.6. If THDA becomes subject to a recapture of the funds allocated to it by Treasury, THDA may recapture funds it allocated to the Grantee that the Grantee has not yet obligated to a household.
- A.7. The Grantee shall not use any funds allocated under this Grant Contract to:
- a. Pay financial assistance directly to a tenant. All rent and utility assistance payments must be transmitted directly to a landlord or to a utility provider; or

- b. Assist any household that has already been assisted by the Grantee using ERA funds received by the Grantee directly from Treasury.
- A.8. The Grantee shall issue IRS Form 1099 to all landlords provided funds pursuant to this Grant Contract.
- A.9. For all funds provided by THDA to the Grantee under this Grant Contract, the Grantee shall: (i) maintain all funds provided by THDA in a bank account that is separate from the account the Grantee uses for the ERA funds that the Grantee received directly from Treasury or (ii) separately track the THDA funds by utilizing a unique identifier on the Grantee's general ledger.
- A.10. The Grantee shall provide data, documents, and reports in formats and on dates, as requested by THDA and/or in accordance with the Act, that outline the Grantee's use of funds, the households that received assistance, and other activity ensuing from the Grantee's use of the funds provided under this Grant Contract. The Grantee's failure to comply with such a request by THDA will result in a forfeiture of the remaining allocation to the Grantee not yet obligated to a household.
- A.11. If the Grantee defaults under the Act or this Grant Contract, THDA may recapture any funds provided under this Grant Contract, regardless of whether the funds have been obligated or expended to a household. The Grantee shall repay to THDA all amounts required for repayment to Treasury under the Act.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on **September 1, 2021** ("Effective Date") and extend until **August 31, 2022** ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term. The Term may be subsequently amended to a later date if Treasury extends the end date of the program.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Twenty Four Million Seven Hundred Sixty Four Thousand Five Hundred and Fifty Dollars and 18/100 cents (\$24,764,550.18)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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.

The Maximum Liability amount was determined based on research data that considered the following criteria:

- Population for each jurisdiction in 2019;
- Share of State Population in 2019;
- Proportionate Share of Total Funding necessary for ERA; and
- Amount of Treasury's ERA Award to Jurisdiction.

The Maximum Liability is the difference between the amount of the Proportionate Share of Total Funding and the Amount of Treasury's ERA Award to Jurisdiction.

- C.2. Compensation Firm. 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 advanced funds under this Grant Contract to provide timely financial assistance to help tenants avoid eviction as detailed in Section A.2. The amount of advanced funds requested at any time may not exceed 20% of the Maximum Liability established in Section C.1. The Grantee must provide the monthly progress reports outlined under C.5. below to demonstrate that the advanced funds were appropriately utilized to fund eligible tenants and costs as required in Section A. The Grantee shall provide reports for the full amount of advanced funding before submitting an additional request for an advanced payment.
- C.4. Travel Compensation. 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. Progress Report Requirements. The Grantee shall provide THDA the following information at least monthly, with all necessary supporting documentation, and mail or email to:

Tennessee Housing Development Agency
 Attn: COVID-19 Rent Relief Program
 502 Deaderick Street, 3rd Floor
 Nashville, TN 37243

Email Address: COVIDRentRelief@thda.org

- a. Each report shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Date of Report.
- (2) Grantee Name.
- (3) Grant Contract Number (assigned by THDA).
- (4) Grantor: Tennessee Housing Development Agency.
- (5) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (6) Grantee Remittance Address.
- (7) Grantee Contact for Questions under this section (name, phone, or fax).
- (8) Itemization of Assistance Provided to Each Household — it must detail, at minimum, all of the following:
 - i. Application Reference Number for each assisted household.
 - ii. Date of application of household.
 - iii. Type of assistance provided.
 - iv. Amount of assistance provided.
 - v. Time period assistance covers (months/years).
 - vi. Household income level.
- (9) Number of Eligible Households for that report period.
- (10) Acceptance Rate of Applicants for Assistance for that report period.
- (11) Administrative Costs broken down by categories/line items

- b. **All reports must be submitted by or before August 1, 2022.**

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final Reckoning Report and a grant disbursement reconciliation report prior to the Grant Contract end date, in form and substance acceptable to the State.

- 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.
- C.8. Cost Allocation. 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 Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment to the Grantee. 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.10. 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.11. 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.12. Prerequisite Documentation. The Grantee is not eligible for payment 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 TN Department of Finance & Administration. By doing so, the Grantee acknowledges and agrees that, once this form is received by the TN Department of Finance & Administration, 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 TN Department of Finance & Administration 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. Modification and Amendment. 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. Termination for Convenience. 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. Termination for Cause. 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. Subcontracting. 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. Conflicts of Interest. 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:

Don Watt, Chief Program Officer
Tennessee Housing Development Agency
502 Deaderick Street, 3rd Floor, Nashville, TN 37243
DWatt@thda.org
Telephone: (615) 815-2032

The Grantee:

Cynthia Croom, Ed.D., Executive Director
Metropolitan Action Commission
800 2nd Avenue North, Nashville, TN 37201
Cynthia.croom@nashville.gov
Telephone: (615) 862-8860 ext. 70104

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. Subject to Funds Availability. 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. Nondiscrimination. 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. HIPAA Compliance. 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. Public Notice. 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. Licensure. 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. Monitoring. 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. Progress Reports. 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 to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- 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—200.326 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 five thousand dollars (\$5,000.00).

- D.21. Strict Performance. 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. Limitation of State's Liability. 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. Tennessee Department of Revenue Registration. 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. Charges to Service Recipients Prohibited. 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. No Acquisition of Equipment or Motor Vehicles. 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. State and Federal Compliance. 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. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions 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. Severability. 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. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. 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. Debarment and Suspension. 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:

- a. 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. Confidentiality of Records. 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.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. 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. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would

cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the term. Violations must be reported to the Treasury and the Region 4 Office of the Environmental Protection Agency.
- E.7. No Obligation by Federal Government. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.
- E.8. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.

- E.9. Equal Employment Opportunity. During the performance of this Grant Contract, the Grantee agrees as follows:
- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
 - d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

IN WITNESS WHEREOF,

METROPOLITAN ACTION COMMISSION:



CYNTHIA CROOM, EXECUTIVE DIRECTOR

8/27/2021

DATE

TENNESSEE HOUSING DEVELOPMENT AGENCY:

CYNTHIA PERAZA, DIRECTOR OF COMMUNITY PROGRAMS **DATE**

**SIGNATURE PAGE FOR
EMERGENCY RENTAL ASSISTANCE 1
TENNESSEE DEVELOPMENT & HOUSING AGENCY (THDA)**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

(See Previous Page)
Cynthia Croom, Ed.D., Executive Director
Metropolitan Action Commission

Date

LaVoneia C. Steele

LaVoneia C. Steele, Ed.D., Chair
Metropolitan Action Commission

8/27/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Tom Eddleman

D83140AB2C9D46D...
Divisional Director of Budgets

9/1/2021

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
B. C. Cobb

B. C. Cobb, Director of Insurance

9/1/2021

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Neki Ede

Metropolitan Attorney

9/1/2021

Date

FILED:

Metropolitan Clerk

Date

ATTACHMENT A

GRANT BUDGET			
THDA EMERGENCY RENTAL ASSISTANCE SET-ASIDE			
Metropolitan Action Commission			
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable			
Period: BEGIN: September 1, 2021 END: August 31, 2022			
LOCALITIES	PROGRAM BUDGET	ADMINISTRATION & HOUSING STABILITY SERVICES BUDGET	TOTAL AWARD
Eligible Expenses	\$22,977,417.69	\$1,787,132.49	\$24,764,550.18
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
GRAND TOTAL	\$22,977,417.69	\$1,787,132.49	\$24,764,550.18

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Metropolitan Action Commission** a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Metropolitan Action Commission** a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT C

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Metropolitan Action Commission
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	ERA0353
Federal award date	01/14/2021
CFDA number and name	
Grant contract's begin date	September 1, 2021
Grant contract's end date	August 31, 2022
Amount of federal funds obligated by this grant contract	\$24,764,550.18
Total amount of federal funds obligated to the subrecipient	\$24,764,550.18
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$383,440,280.40
Name of federal awarding agency	U. S. Department of the Treasury
Name and contact information for the federal awarding official	U. S. Department of the Treasury ERA Team EmergencyRentalAssistance@treasury.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

JOHN COOPER
METROPOLITAN MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Cynthia L. Croom, Ed.D.
Executive Director

METROPOLITAN ACTION COMMISSION
800 2nd Avenue North, Nashville, Tennessee 37201
P.O. Box 196300, Nashville, TN 37219-6300
Phone (615) 862-8860 / Fax (615) 862-8881
www.nashville.gov/mac

August 27, 2021

Vice Mayor Jim Shulman
and Members of Metropolitan Council
Metropolitan Council
One Public Square, Suite 204
P. O. Box 196300
Nashville, TN. 37219-6300

Dear Vice Mayor Shulman and Members of Metropolitan Council:

I am writing to respectfully request a late file motion on behalf of the Metropolitan Action Commission to assist residents of Davidson County with rent and utility payments and arrearages.

With the impact of the Covid-19 pandemic, as part of the statewide federal Emergency Rental Assistance 1 (ERA1) funding, the Tennessee Housing and Development Agency has designated \$24,764,550.18 to the Metropolitan Action Commission to assist the city's residents affected by Covid-19 with rent payments, utility payments, and arrearages. This THDA-ERA1 funding is crucial as many residents who are in rental arrearage may soon face eviction. THDA-ERA1 funding will enable the Metropolitan Action Commission to pay up to twelve months back rent, and possibly three months forward rent for those households who qualify for assistance.

We currently have many applications in our Housing, Opportunity, Partnership, and Employment (HOPE) online portal for assistance through ERA 1 and ERA 2 funding that we received directly from the U.S. Department of Treasury. However, we have fully expended all our Treasury ERA1 funds with many applications still requiring rent and utility financial assistance. Our Treasury ERA2 funds will also be expended quickly. To assist us with meeting the urgent needs of residents who may soon face eviction due to rental arrearages, it is crucial that these THDA-ERA1 funds be approved by Council and appropriated to our budget as soon as possible so that we can continue assisting residents. We received the final contract from THDA today, which is the purpose for the late file.

Your consideration of this request is greatly appreciated as Metro Action Commission staff continue to diligently work to assist those residents in our city most in need of help. If you have any additional questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia Croom".

Cynthia Croom



The community action agency for Nashville and Davidson County

Breaking the cycle of poverty in our community one child, one person, one family at a time.



ORDINANCE NO. BL2021-___

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 IWD to RM40-A-NS zoning for properties located at 1301, 1307, 1309 and 1403 Lebanon Pike and Lebanon Pike (unnumbered), approximately 1,850 feet west of Spence Lane (15.56 acres), all of which is described herein (Proposal No. 2021Z-061PR-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 IWD to RM40-A-NS zoning for properties located at 1301, 1307, 1309 and 1403 Lebanon Pike and Lebanon Pike (unnumbered), approximately 1,850 feet west of Spence Lane (15.56 acres) (associated case 2021CP-011-001), being Property Parcel Nos. 069, 072, 073, 171, 204 as designated on Map 094-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be on Map 094 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 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:

Freddie O'Connell
Member of Council

2021Z-061PR-001
Map 094, Parcel(s) 069, 072, 073, 171, 204
Subarea 11, South Nashville
District 19 (Freddie O'Connell)
Application fee paid by: Collier Engineering Co, Inc

A request to rezone from IWD to RM40-A-NS zoning for properties located at 1301, 1307, 1309 and 1403 Lebanon Pike and Lebanon Pike (unnumbered), approximately 1,850 feet west of Spence Lane (15.56 acres), requested by Kimley-Horn, applicant; SHM Holding LLC and Shmerling Michael D Partners GP, owners.



AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-582

Mr. President –

I hereby amend Ordinance No. BL2020-582 by amending Section 1, proposed subsection G.1.iv, as follows:

iv. Law Enforcement Agencies, the Parking Enforcement Patrol, NDOT, and their contractors must have reasonable suspicion that a criminal offense, or a civil traffic or parking offenses, has occurred before examining collected license plate reader data that was collected more than one hour prior to the examination. Further, Law Enforcement Officers shall not examine license plate reader data that was collected more than one hour prior to the examination in order to generate reasonable suspicion. In an effort to deter the use of the LPR system by Metropolitan Nashville Police Department (MNPD) for purposes other than law enforcement, a two-step scanning process shall be developed and implemented by MNPD so that the first scan justifies the cause for a search and the second scan justifies the action of a search. The scanning process should be tailored so that the first scan through a database would yield the license plate number and verification of the number on a hot list. If that information is verified, a second scan would be allowed to recover the registered owner's name, address, and criminal record if applicable.

SPONSORED BY:

Courtney Johnston
Member of Council

AMENDMENT NO. __

TO

ORDINANCE NO. BL2021-841

Mr. President –

I move to amend Ordinance No. BL2021-841 as follows:

I. By amending Section 2 to state that Section 13.08.080 is “hereby amended by ~~adding the following new Subsection H and by renumbering the existing Subsection H to Subsection I deleting Subsection H in its entirety and replacing it with the following~~”.

II. By further amending Section 2, proposed Section 13.08.080, by deleting subsection H.1. and replacing it with the following:

1. An LPR shall be used for the sole purpose of recording and checking license plates and the captured image shall not be used for ~~capable of photographing, recording, or producing images of identifying~~ the occupants of a motor vehicle.

III. By further amending Section 2, proposed Section 13.08.080, by adding subsection H.2.e. as follows:

- e. Suspects for whom probable cause exists for an arrest for a felony offense.

IV. By further amending Section 2, proposed Section 13.08.080, by deleting subsection H.4. and replacing it with the following:

4. Records of license plates read by each LPR shall not be recorded or transmitted outside the LPR system and shall be purged from the LPR system within 24 hours of their capture in such a manner that they are destroyed and are not recoverable, unless it results in a match with a vehicle falling within paragraph 2 above. Subject to this exception, and unless otherwise required by law, records of license plates that are matched by an LPR shall be purged from the LPR system within 24 hours of their capture in such a manner that they are destroyed and are not recoverable, unless the match results in an arrest, a citation, or protective custody, or identified a vehicle that was the subject of a missing or endangered person broadcast, in which case the data on the particular license plate shall be destroyed at the conclusion of either (1) an investigation that does not result in any criminal charges being filed; or (2) any criminal action undertaken in the matter involving the captured plate data. Captured license plate data obtained for the purposes described in paragraph 2 above shall not be used or shared for any other purpose.

V. By further amending Section 2, proposed Section 13.08.080, by deleting subsection H.6. and replacing it with the following:

6. To ensure compliance with the provisions of this section or to investigate complaints of misuse of an LPR or LPRs, a) the district attorney general, or a designee; b) the public defender, or a designee; or c) the chair of the Community Oversight Board, or a designee; ~~or d) two members of Council as selected by the Metropolitan Council~~ may examine and audit any LPR, any server used to store LPR data, and any records pertaining to the use

of LPRs not otherwise deemed confidential under state law. If the district attorney general, the public defender, or a majority of the Community Oversight Board believes that an LPR or LPRs have been used in violation of this section, ~~either or both~~ any or all may send a letter to the Metropolitan Council requesting suspension of the use of an LPR or LPRs for the purposes of investigation, to prevent ongoing violations, or to deter future violations. The Metropolitan Council may grant such a request by resolution.

VI. By further amending Section 2, proposed Section 13.08.080, by deleting subsection H.7. and replacing it with the following:

7. Deployment of LPRs shall be executed ~~in a manner that distributes their use equitably among MNPB precincts~~ such that their use is distributed in a generally equitable manner among MNPB precincts.

VII. By further amending Section 2, proposed Section 13.08.080, by deleting the first paragraph of subsection H.8. and replacing it with the following:

8. MNPB shall report ~~to the Metropolitan Council quarterly,~~ by posting the information on a public webpage which shall be navigable from MNPB's main departmental page on Nashville.gov and by sending a link to the report to the Metropolitan Council via email, beginning no more than three months from the date LPRs are deployed, the following information compiled since the end date of its most recent report

VIII. By further amending Section 2, proposed Section 13.08.080, by deleting subsection H.9. and replacing it with the following:

9. The Metropolitan Council shall hold a public hearing, set by resolution, regarding the use of LPRs sanctioned under Subsection 13.08.080.H by the Metropolitan government no more than six months from the date LPRs are deployed. The resolution setting the public hearing shall contain the date, time, and location of the public hearing. No more than three weeks after the public hearing, the Metropolitan Council shall vote by resolution on whether to continue use of such LPRs. The resolution to continue the use of such LPRs shall not be subject to deferral or a motion to reconsider, ~~but amendments to remove certain uses allowed by this section shall be permitted.~~ If the resolution to continue is adopted, the use of such LPRs will continue. If the resolution to continue is not adopted, the use of such LPRs will be discontinued.

IX. By further amending Section 2, proposed Section 13.08.080, by deleting subsection H.10. and replacing it with the following:

10. In the event that state legislation is enacted which requires LPR the data obtained by LPRs sanctioned under Subsection 13.08.080.H to be retained for longer than this section authorizes and requires such LPR data to be shared with any agency not authorized in this section, the Metropolitan Council shall vote by resolution whether to continue the use of such LPRs. The resolution to continue the use of such LPRs shall be voted on no more than five weeks following the effective date of the state legislation. The resolution shall not be subject to deferral or a motion to reconsider beyond that date. If the resolution to continue is adopted, the use of such LPRs will continue. If the resolution to continue is not adopted, the use of such LPRs will be discontinued.

INTRODUCED BY:

Burkley Allen
Member of Council