



# **Metropolitan Council**

**PROPOSED AMENDMENTS PACKET  
FOR THE COUNCIL MEETING OF  
TUESDAY, NOVEMBER 15, 2022**

# Table of Contents

001	Amendment No. 1 to RS2022-1828
003	Amendment No. 2 to RS2022-1828
004	Amendment No. 3 to RS2022-1828
005	Late Filed Resolution – Grant Contract-The Salvation Army
014	Amendment to BL2022-1529
015	Amendment to BL2022-1535
019	Second Substitute Ordinance No. BL2022-1412 (Sledge)
021	Second Substitute Ordinance No. BL2022-1412 (Murphy)
023	Substitute Ordinance No. BL2022-1437
025	Substitute Ordinance No. BL2022-1446
028	Substitute Ordinance No. BL2022-1485

AMENDMENT NO. 1  
TO  
RESOLUTION NO. RS2022-1828

Mr. President –

I hereby move to amend Resolution No. RS2022-1828 as follows:

I. By amending the second, third, fourth, fifth, and sixth recitals as follows:

WHEREAS, ~~the amendment to the Existing Lease signed in 2011 prohibits the development of a portion of the Campus, in order that the surface parking lots currently located thereon may continue to be utilized for parking for events at the Existing Stadium; and,~~

WHEREAS, the Team ~~and the Mayor's Office have~~ has proposed to construct a new enclosed stadium (the “New Stadium”) on the Campus immediately to the east of the Existing Stadium and to release the encumbrances on portions of the Campus; and,

WHEREAS the Mayor's Office has asserted that approximately 40 acres (the “Initial Development Area”) of the Campus, depicted on Exhibit 1, are ~~is~~ critical to accomplishing coordinated development; and,

WHEREAS, the Mayor's Office has asserted that the Metropolitan Government’s goals for use of the Initial Development Area should include the provision of infrastructure, diverse and attainable housing, parks and green space, and transportation and mobility facilities, all in coordination with activation of the potential New Stadium; and,

WHEREAS, the Mayor's Office has asserted that development of the Initial Development Area consistent with the goals proposed by the Mayor ~~Metropolitan Government’s goals~~ can best be accomplished with a private partner with substantial resources and a record of successfully completing comparable projects; and,

II. By adding the following as the seventh recital:

WHEREAS, with the understanding that agreeing to issuing a solicitation seeking a private partner to potentially develop the Initial Development Area does not indicate any commitment by the Metro Council to approve any other pending or future legislation related to the East Bank or a potential New Stadium, the Metro Council is willing to allow the Mayor's Office to further explore the possibility of working with the private development partner subject to the terms of this resolution.

III. By amending Section 1 as follows:

Section 1. The Division of Purchases, with the assistance of the Department of Planning, is requested to prepare and issue a solicitation seeking a private partner to develop the Initial Development Area. Proposals must address coordination with construction and activation of

the potential New Stadium and the provision of infrastructure, diverse and attainable housing, parks and green space, and transportation and mobility facilities. Proposers must demonstrate financial and management capacity suited to the project and a record of successful completion of comparable projects, including transit-oriented developments in mixed-use urban environments.

IV. By amending Section 3 as follows:

Section 3. All resolutions in conflict or inconsistent herewith are hereby repealed to the extent of any such conflict or inconsistency. The passage of this resolution does not indicate any commitment by the Metro Council to approve any other pending or future legislation related to the East Bank or a potential New Stadium.

Sponsored by:

---

Bob Mendes  
Member of Council

AMENDMENT NO. 2  
TO  
RESOLUTION NO. RS2022-1828

Mr. President –

I hereby move to amend Resolution No. RS2022-1828 by amending Section 1 as follows:

Section 1. The Division of Purchases, with the assistance of the Department of Planning, is requested to prepare and issue a solicitation seeking a private partner to develop the Initial Development Area. Proposals must address coordination with construction and activation of the potential New Stadium and the provision of infrastructure, diverse and attainable housing, parks and green space, and transportation and mobility facilities as recommended in the Imagine East Bank Vision Plan. Proposers must demonstrate financial and management capacity suited to the project and a record of successful completion of comparable projects, including transit-oriented developments in mixed-use urban environments.

Sponsored by:

---

Burkley Allen  
Member of Council

AMENDMENT NO. 3  
TO  
RESOLUTION NO. RS2022-1828

Mr. President –

I hereby move to amend Resolution No. RS2022-1828 by adding the following as a new Section 3 and renumbering the subsequent sections accordingly:

Section 3. The solicitation issued pursuant to Section 1 of this resolution shall promote, to the fullest extent allowable by law, the utilization of minority or women owned business enterprises.

Section ~~3~~ 4. All resolutions in conflict or inconsistent herewith are hereby repealed to the extent of any such conflict or inconsistency.

Section ~~4~~ 5. This Resolution shall take effect from its adoption, the welfare of the Metropolitan Government requiring it.

Sponsored by:

---

Sharon W. Hurt  
Member of Council

Resolution No. \_\_\_\_\_

A resolution approving a grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, to provide temporary gap housing.

WHEREAS, the Metropolitan Government of Nashville and Davidson County wishes to enter into a grant contract, in an amount not to exceed \$4,440,600.00 with The Salvation Army to provide temporary gap housing; and,

WHEREAS, The Salvation Army will utilize a motel to provide temporary, single-room units in collaboration with other community partners and guidance from the Metro Homeless Impact Division of Metro Social Services; and,

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

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

Section 1. That the grant contract by and between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, to provide temporary gap housing, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:

April Calvin  
April Calvin, Interim Director  
Metro Homeless Impact Division

INTRODUCED BY:

Gloria J. Hausman  
John A. Roberts

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery  
Kelly Flannery, Director  
Department of Finance

Member(s) of Council

Greg Walsh  
Angie L. Stipe  
Zulfat Suara

APPROVED AS TO FORM AND LEGALITY:

Macy Amos  
Assistant Metropolitan Attorney

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY  
AND  
THE SALVATION ARMY, A GEORGIA CORPORATION**

This Grant Contract issued and entered into pursuant to RS2022-1698 by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and The Salvation Army, A Georgia Corporation, hereinafter referred to as the "Recipient," is for the provision of Temporary Gap Housing, as further defined in the "SCOPE OF PROGRAM."

A. SCOPE OF PROGRAM:

A.1. **SCOPE OF PROGRAM:**

A.1. The Recipient will use the funds for the following:

Utilize a motel to run temporary, single-room housing units. The budget includes an initial increase in security, a fence, and revamping the existing model to meet Salvation Army case management standards.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. Grant Contract Term. The term of this Grant shall be for a period of twenty-four (24) months, commencing on November 1, 2022 and ending on October 31, 2024. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed Four million four hundred forty thousand six hundred dollars (\$4,440,600.00). The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, Contract # \_\_\_\_\_ October 20, 2022**

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Electronic payment.

All invoices shall be sent to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301**. Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by December 15, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Annual Expenditure Report. The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Homeless Impact Division of Metro Social Services, within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is unallowable.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, Contract # \_\_\_\_\_ October 20, 2022**

- D.3. Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient 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 Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person 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 Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Recipient shall maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by Mayor's John Cooper's Office, by no later than November 30, 2023 and a Final Program Report, to be received by Mayor John Cooper's Office, within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such 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 by the appropriate parties as indicated on the signature page of this Grant.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, Contract # \_\_\_\_\_ October 20, 2022**

- D.11. Insurance. The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D.18. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.20. Metro Interest in Equipment. The Recipient shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" shall be defined as

**Grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, Contract # \_\_\_\_\_ October 20, 2022**

an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D. 21. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.23. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

**Metro**

For contract-related matters:

Metro Homeless Impact Division  
800 2<sup>nd</sup> Ave N.  
Nashville, TN 37201  
(615) 862-6992

For enquiries regarding invoices:

Office of Management & Budget  
700 2<sup>nd</sup> Avenue South, Suite 201  
PO Box 196300  
Nashville, TN 37219-6300  
(615) 862-6509

**Recipient:**

Captain Philip Canning  
Area Commander  
The Salvation Army

**Grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, Contract # \_\_\_\_\_ October 20, 2022**

631 Dickerson Pike  
Nashville, TN 37207

D.24. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, Contract # \_\_\_\_\_ October 20, 2022

THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON  
COUNTY:

RECIPIENT: The Salvation Army, A Georgia  
Corporation

By: X  \_\_\_\_\_

APPROVED AS TO AVAILABILITY OF  
FUNDS:

Title: President

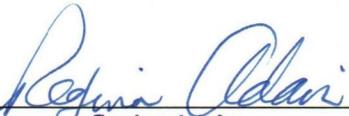
  
\_\_\_\_\_  
Director of Finance

Sworn to and subscribed to before me a Notary  
Public, this 8<sup>th</sup> day  
of November, 2022

APPROVED AS TO FORM AND  
LEGALITY

Notary Public

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

  
\_\_\_\_\_  
Regina Adair  
My Commission expires May 12, 2026

FILED IN THE OFFICE OF THE CLERK:

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



**METROPOLITAN GOVERNMENT OF NASHVILLE  
GRANT SPENDING PLAN**

<b>RECIPIENT NAME:</b>	The Salvation Army, A Georiga Corporation (Nashville Area Command)
------------------------	--

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$676,800.00		\$676,800.00
	Protective Services	\$2,160,000.00		\$2,160,000.00
	Professional Fees	\$532,872.00		\$532,872.00
	Supplies	\$30,000.00		\$30,000.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings			\$0.00
	Insurance			\$0.00
	Specific Assistance to Individuals	\$1,035,928.00		\$1,035,928.00
	Other Non-Personnel	\$5,000.00		\$5,000.00
	<b>GRAND TOTAL</b>	<b>\$4,440,600.00</b>	<b>\$0.00</b>	<b>\$4,440,600.00</b>

AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2022-1529

Mr. President –

I hereby move to amend Ordinance No. BL2022-1529 as follows:

I. By amending the fourth recital as follows:

WHEREAS, the Metropolitan Council has approved by resolution and on a preliminary basis a non-binding term sheet (the “Term Sheet”) between the Metropolitan Government and the Tennessee Titans (the “Team”), which term sheet contemplates the various agreements and transactions among, and the rights and responsibilities of, the Metropolitan Government, the Sports Authority and the Team required to facilitate the construction of an enclosed stadium capable of seating in excess of 50,000 seats (the “Stadium”); and

II. By amending Section 4 as follows:

This ordinance shall take effect from and after approval of final, binding documents to construct the Stadium ~~February 1, 2023~~, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

---

Brett Withers  
Kevin Rhoten  
Burkley Allen  
Members of Council

AMENDMENT NO. \_\_  
TO ORDINANCE NO. BL2022-1535

Mr. President –

I hereby move to amend Ordinance No. BL2022-1535 as follows:

1. By adding in the following Sections 2 and 3 to the body of the ordinance:

Section 2. BE IT FURTHER ENACTED That easements are herein retained by the Metropolitan Government of Nashville and Davidson County , its agents servants, and/or contractors and utility companies operating under the franchise from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. BE IT FURTHER ENACTED That in the event there is proposed any construction over, above or under said existing utilities, that said construction shall have the approval of the Director of Water and Sewerage Services, together with the approval of other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

2. By deleting the Quitclaim Deed attached thereto as Exhibit A, as referenced in Section 1 of the Ordinance, and replacing it with the document attached hereto as Exhibit A-1.
3. By renumbering the original Sections 2 and 3 in the original version of Ordinance No. BL2022-1535, as Section 4 and Section 5, respectively.

Sponsored by:

---

Kevin Rhoten  
Member of Council

This instrument was prepared by:  
Theresa Costonis  
Metropolitan Department of Law  
PO Box 196300  
Nashville, Tennessee 37219-6300  
(615) 862-6341

QUITCLAIM DEED

FROM: THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE,

Grantor

TO: State of Tennessee, Nashville, Tennessee 37243-0337, Grantee

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes: Owner is tax exempt

Map-Parcel Numbers: Map 093-09-0; Parcel 326.00

STATE OF TENNESSEE )

COUNTY OF ~~DAVIDSON~~ )

SUMNER

The actual consideration for this transfer is ZERO AND NO/100 DOLLARS (\$0.00).

Affiant: Abraham Wescott

SUBSCRIBED AND SWORN TO before me, this the 10 day of November, 2022.

Notary Public: Terri Jaynes

My Commission Expires: 3/3/24



FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE ("Grantor"), does quitclaim unto the STATE OF TENNESSEE ("Grantee"), its successors and assigns, all of Grantor's rights, title and interest in and to a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference, and as further shown in the portion of the illustration attached as Exhibit A-2 hereto that is shown outlined in red (the "Land"), together with all buildings, structures and other improvements of any and every nature located on the Land and all fixtures attached or affixed to the Land or to any such buildings, structures or other improvements (collectively with the Land, the "Property").

Notwithstanding the foregoing, expressly excluded from the Property and reserved from the conveyance are any and all easement rights retained by the Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise from the Metropolitan Government for the right to enter, construct, maintain, repair, rebuild, enlarge and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto. The Property is conveyed subject to such

limitations, restrictions and encumbrances as may affect the Property. This instrument has been prepared based on information provided by Grantor and Grantee.

Witness my hand this 10 day of November, 2022.

GRANTOR: THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

By: Abraham Wescott  
Print Name: Abraham Wescott  
Title: Public Property Director

STATE OF TENNESSEE )  
COUNTY OF ~~DAVIDSON~~ SUMNER

Before me, Terni Jaynes, a Notary Public of said County and State, personally appeared Abraham Wescott, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged self to be Public Property Director (or other officer authorized to execute the instrument) of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, the within named bargainor, a Municipality, and that as such executed the foregoing instrument for the purposes therein contained, by personally signing the name of the Municipality by self as Public Property Director.

Witness my hand and seal, at Office in Nashville, Tennessee, this 10 day of November, 2022.

Notary Public: Terni Jaynes  
My Commission Expires: 3/3/26

EXHIBIT A - 1 EXHIBIT A PROPERTY DESCRIPTION

EXHIBIT A - 2 TRACT



Exhibit 1-A

Being a certain tract of land lying in the 19th Council District of Nashville, Davidson County, Tennessee. Said tract is located in the right-of-way of Broadway at the intersection of the CSX Railroad, and being more particularly described, by metes and bounds, as follows:

Beginning at a point in the southerly right-of-way line of Broadway at the intersection of the CSX Railroad and being the southwesterly corner of the herein described property;

Thence, crossing beneath said Broadway, with said CSX, north 11 degrees 21 minutes 08 seconds west, 99.44 feet to a point at the southwesterly corner of the SWVP Nashville Park, LLC, of record as deed instrument number 20180329-002927, R.O.D.C.T. (Register's Office for Davidson County, Tennessee) and shown as open space on the plat entitled, Nashville Yards Subdivision, CSX Property, of record as plat instrument number 20180306-0021220, R.O.D.C.T.;

Thence, leaving said CSX with the northerly right-of-way line of Broadway, north 62 degrees 43 minutes 49 seconds east, 101.04 feet to a point at the southeasterly corner of SWVP Nashville Hotel, LLC, of record as deed instrument number 20180119-005748, R.O.D.C.T. and shown as Lot I on the plat entitled, Nashville Yards Subdivision, Revision I, Lot I, of record as plat instrument number 20180525-0050193, R.O.D.C.T.;

Thence, continuing with the northerly right- of-way of Broadway, north 61 degrees 50 minutes 02 seconds east, 142.62 feet to a point;

Thence, continuing with the northerly right- of-way of Broadway, north 22 degrees 01 minutes 40 seconds west, 1.14 feet to a point;

Thence, continuing with the northerly right- of-way of Broadway, north 68 degrees 38 minutes 00 seconds east, 0.66 feet to a point;

Thence leaving said Lot 1 and crossing beneath the right-of-way of Broadway, south 27 degrees 24 minutes 17 seconds east, 95.15 feet to point in the southerly right- of-way line of Broadway at the northeasterly corner of Metro Government of Nashville and Davidson County, of record in deed book 6681, page 591, R.O .D.C.T.

Thence with the southerly line of said Broadway and said Metro Government of Nashville and Davidson County, for the next six calls:

- 1) South 62 degrees 33 minutes 15 seconds west, 48.15 feet to a point;
- 2) South 62 degrees 33 minutes 15 seconds west, 134.09 feet to a point;
- 3) North 23 degrees 37 minutes 25 seconds west, 4.05 feet to a point;
- 4) South 62 degrees 21 minutes 48 seconds west, 61.85 feet to a point;
- 5) South 32 degrees 32 minutes 27 seconds east, 3.85 feet to a point;
- 6) South 62 degrees 33 minutes 15 seconds west, 69.77 feet to the point of beginning and containing 24,492 square feet or 0.56 acres, more or less.

SECOND SUBSTITUTE ORDINANCE NO. BL2022-1412

An ordinance to amend Sections 17.12.070, 17.20.030, 17.20.040, 17.36.440, and 17.37 of the Metropolitan Code of Laws relative to parking minimums (Proposal No. 2022Z-013TX-001).

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

Section 1. That Section 17.12.070 of the Metropolitan Code is hereby amended by deleting Subsection D in its entirety and substituting the following:

D. Parking Exemptions. In all districts the floor area used for the provision of off-street parking spaces or loading berths (and the driveways and maneuvering aisles for those spaces and berths) shall not be counted as floor area for the purpose of calculating floor area ratio when such spaces or berths are used to satisfy the parking demands for the principal use(s) on the parcel. When no parking is required, provision of off-street parking spaces shall not be counted as floor area for the purpose of calculating floor area ratio when such spaces or berths do not exceed the parking maximum set by the UZO District standard in Table 17.20.030.

Section 2. That the Parking Requirements Table in Section 17.20.030 of the Metropolitan Code is hereby amended as shown in Exhibit A.

Exhibit A:

<b>TABLE 17.20.030: PARKING REQUIREMENTS</b>	
<b>Land Use</b>	<b>Minimum Parking Spaces Outside the UZO</b> <b><u>UZO District: Maximum Parking Spaces See 17.20.040.G (exemptions are optional for calculating maximums. If not utilizing the exemptions, the standards are applied to the entire square footage of the use)</u></b>
Single-Family	2 spaces (no maximum limit in UZO)
Two-Family	2 spaces per unit (no maximum limit in UZO)

Section 3. That Section 17.20.040 of the Metropolitan Code of Laws is hereby amended by deleting Subsection G in its entirety and substituting the following:

~~G. Within the Urban Zoning Overlay, no parking shall be required. UZO parking standards and requirements in this Section shall be construed as parking maximum requirements within the UZO and parking minimum requirements within any UDOs outside the UZO or within SPs which reference these requirements. The UZO parking standard shall also be used to determine floor area ratio exemptions as set out in Section 17.12.070.D of this Ordinance for uses that are not required to provide parking. UZO parking standards and requirements shall be construed as parking maximum requirements within the UZO and parking minimum requirements within any UDOs outside the UZO or within any SP which references UZO standards as a minimum or within any Neighborhood Landmark Overlay districts applied after November 15, 2022, within the UZO. No parking shall be required~~

within the UZO, except as noted above. The UZO parking standard shall also be used to determine floor area ratio exemptions as set out in Section 17.12.070.D of this Ordinance for uses that are not required to provide parking.

Section 4. That Section 17.36.440 of the Metropolitan Code is hereby amended by deleting it in its entirety and substituting the following:

Applicability. The provisions of the urban zoning overlay district shall apply to all properties located within a mapped area indicated on a zoning overlay map adopted pursuant to the provisions of Article III of Section 17.40, excluding planned unit developments adopted prior to the effective date of the establishment of the urban zoning overlay district and properties zoned DTC district. However, the UZO District maximum parking space standard shall apply within the DTC. Petitions should contain a minimum of one hundred sixty acres of land in order to avoid piecemeal application of the district and should be for areas characterized predominantly by lot sizes, street patterns, and alley systems commonly used before the mid-1950s or for areas where an adopted plan calls for the evolution of such a development pattern. When properties included in a petition are within the area defined by the 1956 limits of the City of Nashville, they should be contiguous to a previously adopted urban zoning overlay district. For purposes of determining applicability of the urban zoning overlay district provisions within any other overlay district, the urban zoning overlay district provisions shall be treated as base zoning district provisions.

Section 5. That Chapter 17.37 of the Metropolitan Code is hereby amended by adding the following to the "Applicable Chapters and Sections of the Zoning Code" section of "Application of the DTC" on page 12:

- Within Chapter 17.20 PARKING, LOADING AND ACCESS
  - Section – 17.20.040 Adjustments to required parking.

Section 6. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 7. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

---

Colby Sledge  
Member of Council

SECOND SUBSTITUTE ORDINANCE NO. BL2022-1412

An ordinance to amend Sections 17.12.070, 17.20.030, 17.20.040, 17.36.440, and 17.37 of the Metropolitan Code of Laws relative to parking minimums (Proposal No. 2022Z-013TX-001).

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

Section 1. That Section 17.12.070 of the Metropolitan Code is hereby amended by deleting Subsection D in its entirety and substituting the following:

D. Parking Exemptions. In all districts the floor area used for the provision of off-street parking spaces or loading berths (and the driveways and maneuvering aisles for those spaces and berths) shall not be counted as floor area for the purpose of calculating floor area ratio when such spaces or berths are used to satisfy the parking demands for the principal use(s) on the parcel. When no parking is required, provision of off-street parking spaces shall not be counted as floor area for the purpose of calculating floor area ratio when such spaces or berths do not exceed the parking maximum set by the UZO District standard in Table 17.20.030.

Section 2. That the Parking Requirements Table in Section 17.20.030 of the Metropolitan Code is hereby amended as shown in Exhibit A.

Exhibit A:

<b>TABLE 17.20.030: PARKING REQUIREMENTS</b>	
<b>Land Use</b>	<b>Minimum Parking Spaces Outside the UZO UZO District: Maximum Parking Spaces* (exemptions are optional)</b>
Single-Family	2 spaces (no maximum limit in UZO)
Two-Family	2 spaces per unit (no maximum limit in UZO)

\* This table shall list the minimum required parking for properties within the portion of the UZO district within the area bounded to the north by Interstate 40, to the south by Woodlawn Drive and Ridgefield Drive, to the east by Interstate 440, and to the west by White Bridge Rd. and Kenner Avenue. There shall be no maximum parking within this area.

Section 3. That Section 17.20.040 of the Metropolitan Code of Laws is hereby amended by deleting Subsection G in its entirety and substituting the following:

G. Within the Urban Zoning Overlay, no parking shall be required. UZO parking standards and requirements in this Section shall be construed as parking maximum requirements within the UZO and parking minimum requirements within any UDOs outside the UZO or within SPs which reference these requirements. The UZO parking standard shall also be used to determine floor area ratio exemptions as set out in Section 17.12.070.D of this Ordinance for uses that are not required to provide parking. This subsection shall not apply to the portion of the UZO district within the area bounded to the north by Interstate 40, to the south by Woodlawn Drive and Ridgefield Drive, to the east by Interstate 440, and to the west by White Bridge Rd. and Kenner Avenue.

Section 4. That Section 17.36.440 of the Metropolitan Code is hereby amended by deleting it in its entirety and substituting the following:

Applicability. The provisions of the urban zoning overlay district shall apply to all properties located within a mapped area indicated on a zoning overlay map adopted pursuant to the provisions of Article III of Section 17.40, excluding planned unit developments adopted prior to the effective date of the establishment of the urban zoning overlay district and properties zoned DTC district. However, the UZO District maximum parking space standard shall apply within the DTC. Petitions should contain a minimum of one hundred sixty acres of land in order to avoid piecemeal application of the district and should be for areas characterized predominantly by lot sizes, street patterns, and alley systems commonly used before the mid-1950s or for areas where an adopted plan calls for the evolution of such a development pattern. When properties included in a petition are within the area defined by the 1956 limits of the City of Nashville, they should be contiguous to a previously adopted urban zoning overlay district. For purposes of determining applicability of the urban zoning overlay district provisions within any other overlay district, the urban zoning overlay district provisions shall be treated as base zoning district provisions.

Section 5. That Chapter 17.37 of the Metropolitan Code is hereby amended by adding the following to the "Applicable Chapters and Sections of the Zoning Code" section of "Application of the DTC" on page 12:

- Within Chapter 17.20 PARKING, LOADING AND ACCESS
  - Section – 17.20.040 Adjustments to required parking.

Section 6. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 7. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

---

Kathleen Murphy  
Member of Council

SUBSTITUTE ORDINANCE NO. BL2022-1437

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 Historic Landmark Overlay District for property located at 627 ~~2nd Avenue South~~ President Ronald Reagan Way, 105 feet north of Elm Street, zoned DTC and within the Rutledge Hill Redevelopment District, (0.15 acres), all of which is described herein (Proposal No. 2022HL-006-001).

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 Historic Landmark Overlay District for property located at 627 ~~2nd Avenue South~~ President Ronald Reagan Way, 105 feet north of Elm Street, zoned DTC and within the Rutledge Hill Redevelopment District, (0.15 acres), being Property Parcel No. 159 as designated on Map 093-11 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 093 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

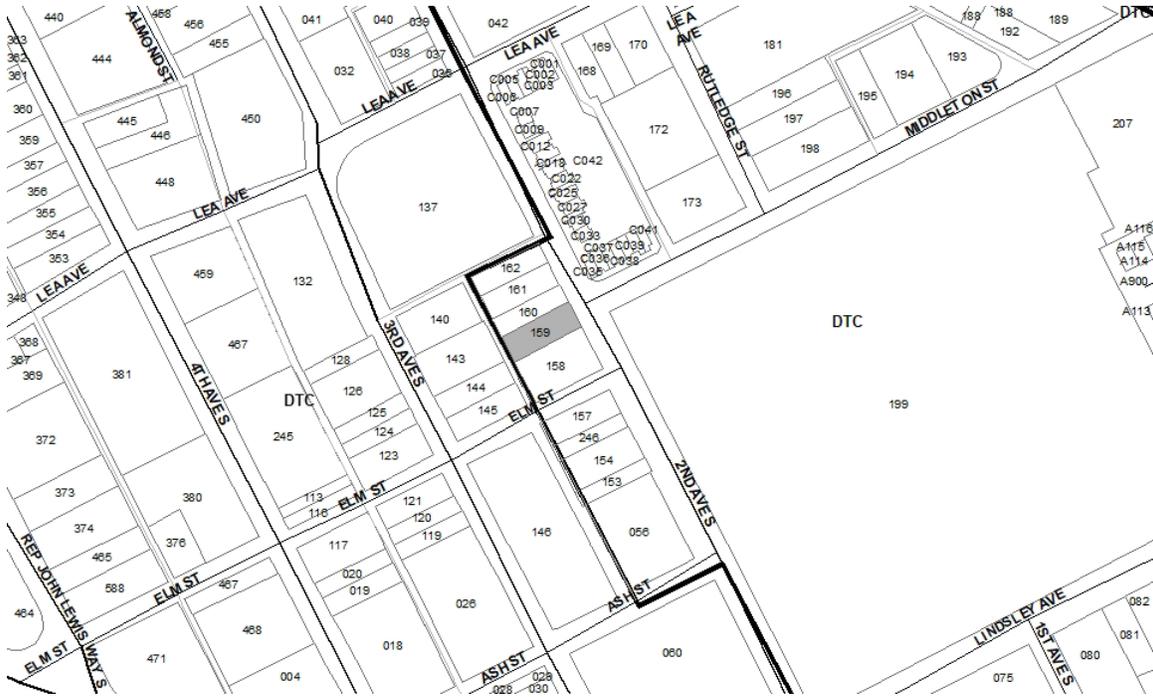
Section 4. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

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

2022HL-006-001  
Map 093-11, Parcel(s) 159  
Subarea 09, Downtown  
District 19 (Freddie O'Connell)  
Application fee paid by: Frank Logistics East LLC

A request to apply a Historic Landmark Overlay District for property located at 627 2nd Avenue South President Ronald Reagan Way, 105 feet north of Elm Street, zoned DTC and within the Rutledge Hill Redevelopment District, (0.15 acres), requested by GBX GROUP, applicant; Rutledge Hill LLC, owner.



SUBSTITUTE ORDINANCE NO. BL2022-1446

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 DTC to SP zoning for properties located at 507, 509, 511, 515, 517, 519, and 521 ~~2nd Avenue South~~ President Ronald Reagan Way, 203 Peabody Street and 518 3rd Avenue South, at the southwest corner of Peabody Street and ~~2nd Avenue South~~ President Ronald Reagan Way and located within the Rutledge Hill Redevelopment District, (2.12 acres), to permit two multi-family residential buildings and one hotel building, all of which is described herein (Proposal No. 2022SP-044-001).

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 DTC to SP zoning for properties located at 507, 509, 511, 515, 517, 519, and 521 ~~2nd Avenue South~~ President Ronald Reagan Way, 203 Peabody Street and 518 3rd Avenue South, at the southwest corner of Peabody Street and ~~2nd Avenue South~~ President Ronald Reagan Way and located within the Rutledge Hill Redevelopment District, (2.12 acres), to permit two multi-family residential buildings and one hotel building, 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 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 093 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 per the Downtown Code - South Area. Short term rental property, owner occupied and short-term rental property, not-owner occupied shall be prohibited for the entire development.

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

1. The maximum building height of Tower 1 shall be 32 stories, of Tower 2 shall be 36 stories, and of Tower 3 shall be 18 stories.
2. The project shall obtain a minimum of LEED Silver certification, or equivalent, as described within the LEED section of the DTC.
3. The developer shall propose an agreement for reasonable public access (e.g. hours of operation and other operational expectations) to the privately-owned, publicly accessible open space. This shall be reviewed by Metro Planning and Metro Legal and recorded prior to the issuance of building permits.
4. The applicant shall coordinate with NDOT and WeGo Transit on future mobility needs on ~~2nd Avenue South~~ President Ronald Reagan Way and 3rd Avenue South prior to final site plan approval.

5. The final site plan shall include a minimum of 34,000 square feet of pervious area as identified on Section O.5.H of the Preliminary SP plan set. The amount of pervious area may be reduced commensurate with the amount of pervious area provided off site and associated with the Lea Avenue realignment should the Lea Avenue realignment not move forward with the final site plan application. If the realignment does not move forward with the final site plan application, then the amount of pervious area shall be a minimum of 24,715 square feet.
6. On the corrected copy of the plan, indicate that existing overhead lines along all frontages shall be buried.
7. The requirements of the Metro Fire Marshall's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
8. With the submittal of the final site plan, provide architectural elevations complying with all architectural standards outlined on the preliminary SP for review and approval by Planning Staff.
9. Comply with all conditions and requirements of Metro Reviewing agencies.

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

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

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

Section 8. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 9. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

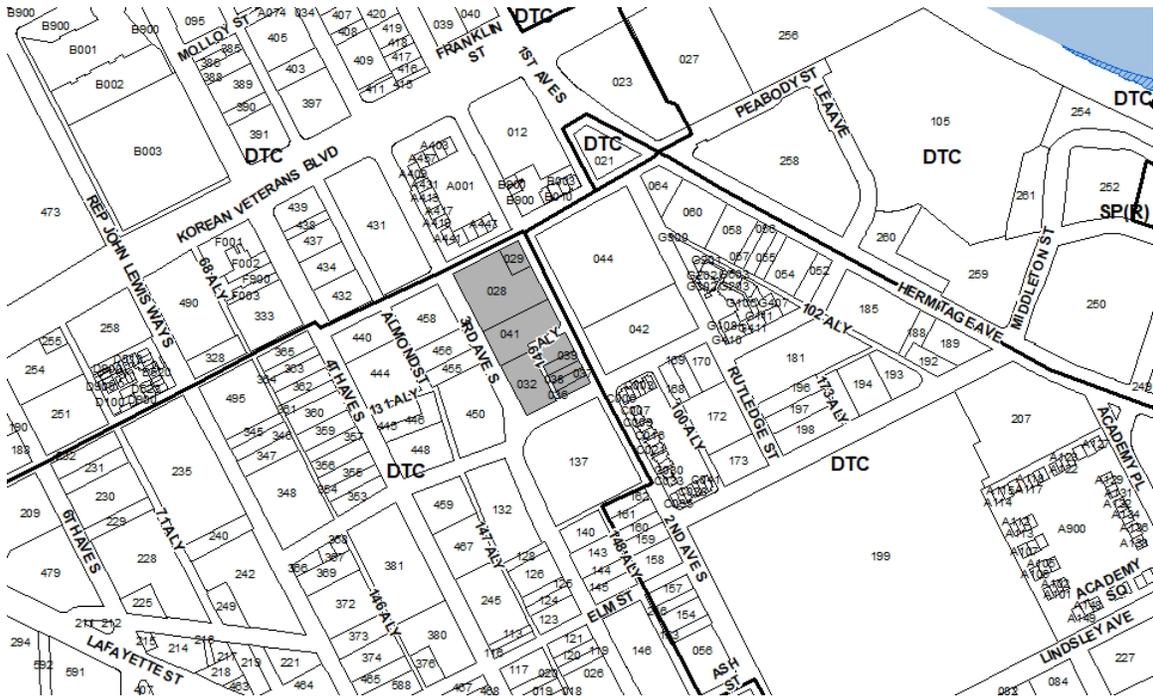
INTRODUCED BY:

---

Freddie O'Connell  
Member of Council

2022SP-044-001  
2ND & PEABODY  
Map 093-11, Parcel(s) 028-029, 032, 036-041  
Subarea 09, Downtown  
District 19 (Freddie O'Connell)  
Application fee paid by: Congress Group Ventures Inc.

A request to rezone from DTC to SP zoning for properties located at 507, 509, 511, 515, 517, 519, and 521 ~~2nd Avenue South~~ President Ronald Reagan Way, 203 Peabody Street and 518 3rd Avenue South, at the southwest corner of Peabody Street and ~~2nd Avenue South~~ President Ronald Reagan Way and located within the Rutledge Hill Redevelopment District, (2.12 acres), to permit two multi-family residential buildings and one hotel building, requested by Second Avenue Nashville Property, LLC, applicant and owner.



SUBSTITUTE ORDINANCE NO. BL2022-1485

An ordinance to authorize building material restrictions and requirements for BL2022-1437, a proposed Historic Landmark Overlay District to include property located at 627 ~~2nd Avenue South~~ President Ronald Reagan Way, 105 feet north of Elm Street, (0.15 acres) (Proposal No. 2022HL-006-001). THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS.

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

Section 1. That the building material restrictions and requirements as a part of BL2021-1437, a proposed Historic Landmark Overlay District located at 627 ~~2nd Avenue South~~ President Ronald Reagan Way, as described in 'Exhibit A' are hereby authorized.

Section 2. Any request for a waiver from part or all of the building material restrictions and requirements contained within this ordinance shall be submitted to the Metropolitan Historic Zoning Commission at the time of application for a historic preservation permit.

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

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

INTRODUCED BY:

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