METROPOLITAN COUNCIL

Metro Council Office

REVISED

PROPOSED AMENDMENTS AND SUBSTITUTES FOR ORDINANCES TO BE FILED WITH THE METRO CLERK FOR THE COUNCIL MEETING OF TUESDAY, OCTOBER 4, 2016

102 Metropolitan Courthouse Nashville, Tennessee 37201 615/862-6780 Fax 615/862-6784

AMENDMENT NO. _____

TO

ORDINANCE NO. BL2016-308

Mr. President –

I move to amend Ordinance No. BL2016-308 as follows:

I. By amending Section 1 by deleting it in its entirety and substituting therefore the following:

Section 1. That Chapter 2.149 of the Metropolitan Code is amended by adding the following Section 2.149.050:

2.149.050 – Requirements for Lease Agreements

A. Any residential rental property receiving a grant from the Barnes Fund shall be required to include in any written rental agreement a "tenant conduct clause". The "tenant conduct clause" is a provision in the rental agreement that clarifies the conduct obligations of the tenant, including that the tenant shall: (1) not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so; (2) not engage in any illegal conduct on the premises; and (3) act, and require other persons on the premises with the tenant's consent, to act in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

B. If a tenant does not comply with the tenant conduct clause, the landlord shall take all steps reasonably necessary to protect the right of other tenants to the peaceful enjoyment of their units including without limitation implementing the remedies given to landlords under Tennessee Code Annotated § 66-28-505(a).

INTRODUCED BY:

_____

Decosta Hastings
Member of Council

AMENDMENT NO. _____

TO

ORDINANCE NO. BL2016-355

Mr. President –

I move to amend Ordinance No. BL2016-355 as follows:

I. By amending Section 4 by adding the following as condition no 4:

4. The applicant voluntarily requests that he and his successors comply with Ordinance no. BL2016-133 if associated financial incentives are approved.

INTRODUCED BY:

_____
Colby Sledge
Member of Council

AMENDMENT NO. _____

TO

ORDINANCE NO. BL2016-356

Mr. President –

I move to amend Ordinance No. BL2016-356 as follows:

I. By amending Section 4 by adding the following as condition no 4:

4. The applicant voluntarily requests that he and his successors comply with Ordinance no. BL2016-133 if associated financial incentives are approved.

INTRODUCED BY:

_____
Colby Sledge
Member of Council

SUBSTITUTE ORDINANCE NO. BL2016-379

An ordinance amending Title 17 of the Metropolitan Code pertaining to financial institutions and alternative financial services (Proposal No. 2016Z-015TX-001).

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

Section 1. That Section 17.04.060 of Title 17 of the Code of The Metropolitan Government of Nashville and Davidson County, Zoning Regulations, is hereby amended by deleting the definition of "Financial Institution" and replacing with following definition:

"Financial institution" means any building, room, space or portion thereof where an establishment provides a variety of financial services and is a state or federally chartered bank, savings and loan association, or credit union, a mortgage company, or other financial institution whose services are insured by an agency of the United States government, but excluding alternative financial services.

Section 2. That Section 17.04.060 of Title 17 of the Code of The Metropolitan Government of Nashville and Davidson County, Zoning Regulations, is hereby amended by adding the following terms and definitions:

"Alternative financial services" means any building, room, space or portion thereof where an establishment provides a variety of financial services, including but not limited to cash advance, title loans, check cashing, pawnshops and flex loans, and such establishment is not a state or federally chartered bank, savings and loan association, or credit union, a mortgage company, or other financial institution whose services are insured by an agency of the United States government.

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:

_____

Councilmember Jeff Syracuse

ALL REQUIRED FEES HAVE BEEN PAID

AMENDMENT __1__

To

ORDINANCE NO. BL2016-388

Mr. President-

I move to amend Ordinance No. BL2016-388 by adding a new Section as follows:

Section _____. The approval of the PILOT Agreement is conditioned upon the Project Lease containing the following provisions; and, to the extent any material modification is made thereto it shall be effective only if approved by resolution of the Metropolitan Council:

(A) Term. Subject to the provisions contained in the lease, the lease shall be in full force from its effective date and terminate no later than midnight on December 31, 2115.

(B) All basic rent shall be absolutely net to the Board, free of any taxes, costs, expenses, liabilities, charges, or other deduction with respect to the Land and the possession, operation, maintenance, repair, rebuilding, or use thereof, or any portion thereof.

(C) Company shall agree to waive, to the extent legally permissible, all rights conferred by law to any abatement, suspension, deferment, or reduction of the basic rent or additional rent or any other sums payable under the lease, except as otherwise expressly provided in the lease, regardless of whether such rights shall arise from any present or future constitution, statute, or rule of law.

(D) Company shall agree that the Board will not be liable to the Company for any damages resulting from failure of or any defect in the Board's title to the land which may interfere with, prevent, or render the use of the land burdensome.

(E) Company shall agree that the Board will make no warranty, either express or implied, that the land will be suitable for Company's purposes or needs.

(F) At any time during the term of the lease, including during or after an event of default, or within one year after the end of the term (whether the term expires or the lease is terminated pursuant to its terms or any other reason), after first obtaining the consent of any mortgagee, Company shall have an option to purchase the land for an amount equal to the sum of $100 plus Company shall deliver the note to the Board marked "cancelled and paid in full."

(G) Company shall agree that The Metropolitan Government shall not in any event be liable for the performance or payment of any pledge, mortgage, obligation, indebtedness agreement of any kind whatsoever or in any agreement or other

instrument, and none of the agreements or obligations of the Board contained in the lease or in any agreement or other instrument shall be construed to constitute an obligation or indebtedness of the Metropolitan Government within in the meaning of any constitutional or statutory provision whatsoever.

I move to further amend Ordinance No. BL2016-388 by adding a new Section as follows:

Section ___: the Metropolitan Government hereby approves and authorizes the execution of the quitclaim deed attached as Exhibit A, conveying the Property to the Board for use as contemplated in this ordinance.

I move to further amend Ordinance No. BL2016-388 by removing the document attached as Exhibit C to the Ordinance and replacing it with the form of the PILOT Agreement attached hereto.

Introduced by:

_____

Member of Council

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2016, by and between ECG WEDGEWOOD, L.P., a Tennessee limited partnership (together with its affiliates or assigns, the "Company"), and THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, a public, nonprofit corporation organized under the laws of the State of Tennessee (the "Board");

In consideration of the premises set forth in Section 1 of this Agreement, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Preliminary Statements. Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following.

(a) The Board was created pursuant to statutes that, as currently amended, are codified at Sections 48-101-301 through 318 of the Tennessee Code Annotated (such statutes, the "Act"). Under T.C.A. § 48-101-312, all properties owned by the Board are exempt from taxation in the State of Tennessee. Pursuant to the Board's Certificate of Incorporation, as amended (the "Charter"), in addition to other rental payments a lessee of Board property must make, such lessee shall make payments in lieu of ad valorem taxes directly to the Metropolitan Trustee (the "Metropolitan Trustee") of the Metropolitan Government of Nashville and Davidson County, Tennessee (the "Metropolitan Government"). The Charter provides that the amount of such payments may be less than the amount of ad valorem taxes that the lessee would owe if it owned the property if the Metropolitan County Council (the "Council") of the Metropolitan Government shall have approved such arrangement by resolution receiving not less than 21 affirmative votes.

(b) The Board and the Company are entering into a PILOT Lease Agreement (the "Lease") of even date herewith pursuant to which the Board will lease to the Company (i) an approximately 0.816 acre parcel of land, approximately 0.510 acre parcel of land and a third parcel (together, the "Land") located at 1440 12th Avenue South, 1500 12th Avenue South, and 0 Wedgewood Avenue respectively, in Davidson County, Tennessee (the "County"), (ii) all easements or other interests in real property that benefit the Land or are appurtenant to the Land, (iii) all buildings, improvements, fixtures, construction in progress and other properties of any nature that are considered real property, in each case as now or hereafter located on the Land, whether in their current or future scope and configuration, and (iv) all personal property located on the Land for which the Board acquires title pursuant to the Lease (collectively, the "Project"). The Lease shall include the following provisions and to the extent any material modification is made thereto it shall be effective only if approved by resolution of the Metropolitan Council:

(i) Term. Subject to the provisions contained in the lease, the lease shall be in full force from its effective date and terminate no later than midnight on December 31, 2115.

(ii) All basic rent shall be absolutely net to the Board, free of any taxes, costs, expenses, liabilities, charges, or other deduction with respect to the Land and the possession, operation, maintenance, repair, rebuilding, or use thereof, or any portion thereof.

(iii) Company shall agree to waive, to the extent legally permissible, all rights conferred by law to any abatement, suspension, deferment, or reduction of the basic rent or additional rent or any other sums payable under the lease, except as otherwise expressly provided in the lease, regardless of whether such rights shall arise from any present or future constitution, statute, or rule of law.

(iv) Company shall agree that the Board will not be liable to the Company for any damages resulting from failure of or any defect in the Board's title to the land which may interfere with, prevent, or render the use of the land burdensome.

(v) Company shall agree that the Board will make no warranty, either express or implied, that the land will be suitable for Company's purposes or needs.

(vi) At any time during the term of the lease, including during or after an event of default, or within one year after theend of the term (whether the term expires or the lease is terminated pursuant to its terms or any other reason), after first obtaining the consent of any mortgagee, Company shall have an option to purchase the land for an amount equal to the sum of $100 plus Company shall deliver the note to the Board marked "cancelled and paid in full."

(vii) Company shall agree that The Metropolitan Government shall not in any event be liable for the performance or payment of any pledge, mortgage, obligation, indebtedness agreement of any kind whatsoever or in any agreement or other instrument, and none of the agreements or obligations of the Board contained in the lease or in any agreement or other instrument shall be construed to constitute an obligation or indebtedness of the Metropolitan Government within in the meaning of any constitutional or statutory provision whatsoever.

(c) Pursuant to Ordinance Number BL2016-_____ approved by the Council of the Metropolitan Government on _____, 2016, the Council approved the payment in lieu of tax arrangement set forth in this Agreement. Such ordinance received __ affirmative votes from the Council.

(d) As of the date hereof, the Project consists of unimproved land. Following the execution of the Lease, the Company intends to modify the Project by developing 138 units of income restricted multi-family workforce housing on the Land. The Project will be used to provide multi-family housing facilities for persons of low and moderate income. A minimum of 40% of the units will be restricted to persons earning less than 60% of the area medium gross income in the County ("Affordability").

(e) The Board and the Council each has found, based upon information and factors deemed relevant by each of them, that the Board's agreement to accept payments in lieu of tax with respect to the Project will be in furtherance of the Board's public purposes.

2. Definitions. Terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings given to them below in this Section 2. The location of terms defined elsewhere in this Agreement are listed below in this Section 2.

"Act" - Section 1(a).

"Affiliate" means, as to the person or entity in question, any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the person or entity in question and any successors of such person or entity. For purposes of this definition, "control" means possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a person or entity whether through ownership of voting securities, by contract or otherwise.

"Agreement" - Introductory paragraph.

"Assessor" - Section 4(d).

"Board" - Introductory paragraph.

"Charter" - Section 1(a).

"Company" - Introductory paragraph.

"Council" - Section 1(a).

"County" - Section 1(b).

"Discounted Payment Period" means the period commencing on the date determined pursuant to Section 4(a)(ii), below, and terminating when the Project does not comply with the Affordability requirement for any twelve (12) month period of time.

"Land" - Section 1(b).

"Lease" - Section 1(b).

"Metropolitan Government" - Section 1(a).

"Metropolitan Trustee" - Section 1(a).

"Payments" - Section 3(a).

"Project" - Section 1(b).

"Standard Tax" means, with respect to any period, the amount of ad valorem real and personal property taxes and assessments which, but for this Agreement and the Lease, the Company, if it were the holder of legal title to the Project, otherwise would be assessed by the

Metropolitan Government and be required to pay to the Metropolitan Government with respect to the Project for the applicable period in accordance with the then applicable rates, laws, regulations and assessment and valuation methods and procedures uniformly applied throughout the County with respect to the types of property which comprise the Project (or the applicable portion thereof). In determining the Standard Tax, the Company shall be entitled to any and all exemptions, credits, etc., to which it otherwise would be entitled were it the actual owner of the Project (or the applicable portion thereof).

3. Nature of the Payments.

(a) The payments in lieu of ad valorem taxes (the "Payments") provided for herein shall be paid by the Company in lieu of all ad valorem, real or personal property taxes, whether presently in effect or hereafter imposed on the Project, or any part or component thereof (including, without limitation, any such tax on current or future improvements and current or future fixtures and personal property from time to time subject to the Lease) during the term of this Agreement, by or on behalf of the Metropolitan Government. The Payments will relate to the Project as of the date hereof, and to all replacements, enhancements, additions, expansions and improvements to the Project subjected to the Lease during the term thereof.

(b) The Board will cooperate with the Company and its affiliates and assigns to allow the Company and/or its affiliates or assigns to obtain any applicable tax or other credits and exemptions available under federal and state tax laws with the respect to the Project or any portion thereof (including any applicable federal or state investment tax credits or low income housing tax credits).

4. Amount of Payments. (a) (i) Subject to the provisions of Sections 4(b) through (d) hereof, the amount of the Payments that the Company shall be required to make hereunder with respect to any calendar year shall be calculated as follows:

(A) with respect to the period beginning on the date that the Lease is executed until the first day of the Discounted Payment Period, the annual amount of the Payment will be an amount equal to one hundred percent (100%) of the Standard Tax for such year (as prorated in accordance with Section 4(c), below);

(B) with respect to the Discounted Payment Period, the annual amount of the Payment will be an amount equal to zero percent (0%) of the Standard Tax for such year (as prorated in accordance with Section 4(c), below); and

(C) with respect to any period between the end of the Discounted Payment Period and the date that the Board conveys title to the Project to the Company or its designee, the annual amount of the Payment will be an amount equal to one hundred percent (100%) of the Standard Tax for such year (as prorated in accordance with Section 4(c), below).

(ii) The Company shall have the right to specify the date on which the Discounted Payment Period commences by giving the Board and the Metropolitan Trustee written

notice of such commencement date not less than thirty (30) days before such designated commencement date. Notwithstanding the foregoing, the Discounted Payment Period must commence within three years of the date on which the Lease is executed. If the Company does not timely give notice of the commencement of the Discounted Payment Period for a date that is prior to the third anniversary of the date on which the Board acquires title to the Project, the Discounted Payment Period will commence on such third anniversary.

(iii) All Payments hereunder with respect to any calendar year shall be due on or before the last day of February during the following year and shall be made to the Metropolitan Trustee of the Metropolitan Government.

(b) (i) The Company shall receive as credits (or set-offs) against the Payments amounts equal to any amounts actually paid by the Company or any of its affiliates, or assigns for any asserted ad valorem tax on the Company's or any of its affiliate's, or assign's interest in the Project (including any such asserted tax on the leasehold or other estate in the Project of the Company or any of its affiliates, sub-lessees or assigns). Any credits or set-offs against Payments pursuant to this Section 4(b)(i) may be taken by the Company with respect to the Payment for the year in which the taxes underlying such credit or set-off were incurred or such credits or set-offs may be carried forward and taken as soon thereafter as possible, but in no event may such a credit or set-off reduce the amount of any Payment required hereunder for any year after the term of this Agreement shall have expired.

(ii) If during any year during the term of this Agreement or upon the expiration or termination of this Agreement the amount of credits (or set-offs) that the Company has accumulated (including credits and set-offs for that year and credits and set-offs that have been carried forward from prior years) exceeds the amount of the Payment required to be made by the Company before or after giving effect to Section 4(b)(i) hereof, the Board shall not be obligated to make any payment to the Company with respect to such excess credits or set-offs.

(c) The amount of Payments shall be prorated on a daily basis for any calendar year in which (i) this Agreement is in effect for less than the entire calendar year or (ii) the amount of the Payments is different for different parts of the calendar year (e.g., if the Agreement is in effect for an entire calendar year and the Discounted Payment Period commences on July 1 of such calendar year, the Payment for such calendar year would be one hundred percent (100%) of the Standard Tax for the period from January 1 through June 30 of such year plus zero percent (0%) of the Standard Tax for the period from July 1 through December 31 of such calendar year). If this Agreement terminates in any year during which this Agreement requires the Company to make a Payment, and if there then shall be a credit or set-off that shall have been carried forward from prior years pursuant to Section 4(b)(i) above, the Company will be entitled to deduct such carried forward credit or set-off from such prorated Payment. In addition to any such carried forward credits or set-offs, the Company also will be entitled to deduct any credits or set-offs to which it is entitled under Section 4(b)(i) hereof with respect to taxes paid for the prorated year.

(d) With respect to the Project and each portion thereof, the reduction of the Payments to 0% of the Standard Tax (pursuant to Section 4(a)(i)(B) hereof) shall apply only so long as the Project (or the applicable portion thereof) is leased by the Board to ECG Wedgewood, L.P.

(or its successor entity) or any corporation, partnership, limited liability company or other entity which is an affiliate of ECG Wedgewood, L.P. (or its successor entity). During any period while the condition required by this Section 4(d) is not satisfied, the amount of the Payment for such period shall be 100% of the Standard Tax. Such amount shall be prorated on a daily basis if the period during which such condition is not satisfied is less than an entire calendar year. Such amount shall be subject to the credits (or set-offs) provided in Section 4(b) hereof.

(e) The amount of Standard Tax with respect to the portion of the Project consisting of real property, improvements, fixtures or other property treated as real property for property tax purposes shall be computed annually by the Metropolitan Trustee. Any disputes with respect to the determination of the amount of the Standard Tax or the amount of the Payments to be made hereunder for a given year shall be resolved in accordance with the procedures for resolving disputes regarding property taxes then in effect as though the Company were the holder of the legal title to the Project and the Project were subject to taxation. It is specifically understood and agreed that the Company and the Board shall have recourse to the State Board of Equalization with respect to any property assessment value determination made by the Assessor of Property for the Metropolitan Government (the "Assessor") and/or the Company or the Board may file a declaratory judgment action or other action in the Chancery Court of Davidson County, Tennessee, or in other courts of competent jurisdiction in Davidson County, Tennessee, with respect to such matters or other matters arising under this Agreement. The parties acknowledge and agree that the preceding sentence is subject to the jurisdictional limitations of the State Board of Equalization and the Chancery Court and other courts sitting in Davidson County, Tennessee, and that this Agreement does not obligate such State Board of Equalization or any such court to accept jurisdiction over matters as to which it has no lawful jurisdiction.

5. Company Discharge of Obligation. The Company shall have discharged its payment obligations to the Board under this Agreement for a given year upon making the Payments as provided herein to the Metropolitan Trustee of the Metropolitan Government.

6. Term. This Agreement shall become effective and its term shall begin as of the date of this Agreement. This Agreement shall expire at the earlier of the following dates: (a) the date that the Company or its designee shall have taken legal title to the Project by the exercise of its purchase option under the Lease or (b) the thirtieth (30^{th}) anniversary of the date of this Agreement.

7. Representations and Warranties. (a) ECG Wedgewood, L.P. hereby represents and warrants to the Board that (i) it is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Tennessee and has all requisite corporate power and authority to enter into this Agreement, and (ii) this Agreement has been duly and validly authorized by all necessary partnership action on the part of the Company and constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with the terms hereof.

(b) The Board hereby represents and warrants to the Company that: (i) it is a public nonprofit corporation duly organized and validly existing under the laws of the State of Tennessee and has all requisite corporate power and authority to enter into this Agreement and (ii) this Agreement has been duly and validly authorized by all necessary corporate action on the part of

the Board and constitutes the valid and binding obligation of the Board, enforceable against the Board in accordance with the terms hereof.

8. Further Acts; Enforceability. The parties hereto agree to take such actions, adopt such resolutions and enter into such further agreements as may be necessary, or reasonably requested by any party to this Agreement, to effect the intent of this Agreement. The parties recognize and acknowledge that it is their intention that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Tennessee, but that the unenforceability (or the modification to conform with such laws or public policies) of any provisions hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible as aforesaid.

9. Assignment and Use. The Company, at its election, may assign all or any portion of this Agreement or the benefits hereunder to its successors and assigns. Additionally, the Company may cause the Project to be operated by another party without losing any of the benefits hereunder. Notwithstanding the foregoing, the Company acknowledges that the amount of the annual Payment that the Company or its successors or assigns shall be required to make with respect to a given year is subject to the condition set forth at Section 4(d) hereof.

10. Operation of Project. The parties acknowledge and agree that by entering into this Agreement, the Company is not agreeing the Project will be operated continuously during the term of the Lease and that the operations at the Project may be discontinued at any time. The Company acknowledges, however, that the Project may not be operated except in accordance with the Affordability requirement throughout the term of the Lease.

11. Headings. The headings herein are for convenience of reference only and shall not be deemed to be part of the substance of this Agreement.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

13. Counterparts. This Agreement may be executed in two or more counterparts which together shall constitute a single instrument.

14. Annual Reports. The Company agrees to (a) submit to the State Board of Equalization the annual report required by T.C.A. §48-101-312(d) on or before October 1 of each year, (b) file such report with the Tax Assessor of Davidson County, Tennessee on or before October 15 of each year as required by T.C.A. §48-101-312(d) and (c) provide a copy of such report to the Board on or before October 15 of each year.

IN WITNESS WHEREOF, the parties have executed this Payment in Lieu of Tax Agreement as of the date first above written.

ECG WEDGEWOOD, L.P.

By: ECG WEDGEWOOD GP, LLC,
its general partner

ATTEST:

By: _____
Name: _____
Title: _____

_____

THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

ATTEST:

By: _____
Stephen L. Meyer
Chairman

_____
Richard L. Brown
Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Metropolitan Attorney

SUBSTITUTE ORDINANCE NO. BL2016-409

A request to rezone from R80 to SP zoning for property located at 7897 Old Charlotte Pike, approximately 1,050 feet northeast of Fire Tower Road, (8.2 acres), to permit all uses permitted by R80 and a kennel (only permitted with issuance of a special exception permit by Board of Zoning Appeals in accordance with the development standards of Section 17.16.175.A), requested by Dale & Associates, Inc., applicant; The Mountain view Trust, owner (Proposal No. 2016SP-086-001).

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 R80 to SP zoning for property located at 7897 Old Charlotte Pike, approximately 1,050 feet northeast of Fire Tower Road, (8.2 acres), as being Property Parcel No. 189 as designated on Map 113-00 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 made on Map No. 113 said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. Uses within this SP shall be limited to uses permitted by R80 zoning district and a kennel (only permitted with issuance of a special exception permit by Board of Zoning Appeals in accordance with the development standards of Section 17.16.175.A).
2. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

Section 4. 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 5. 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 6. 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 R80 zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 7. 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.

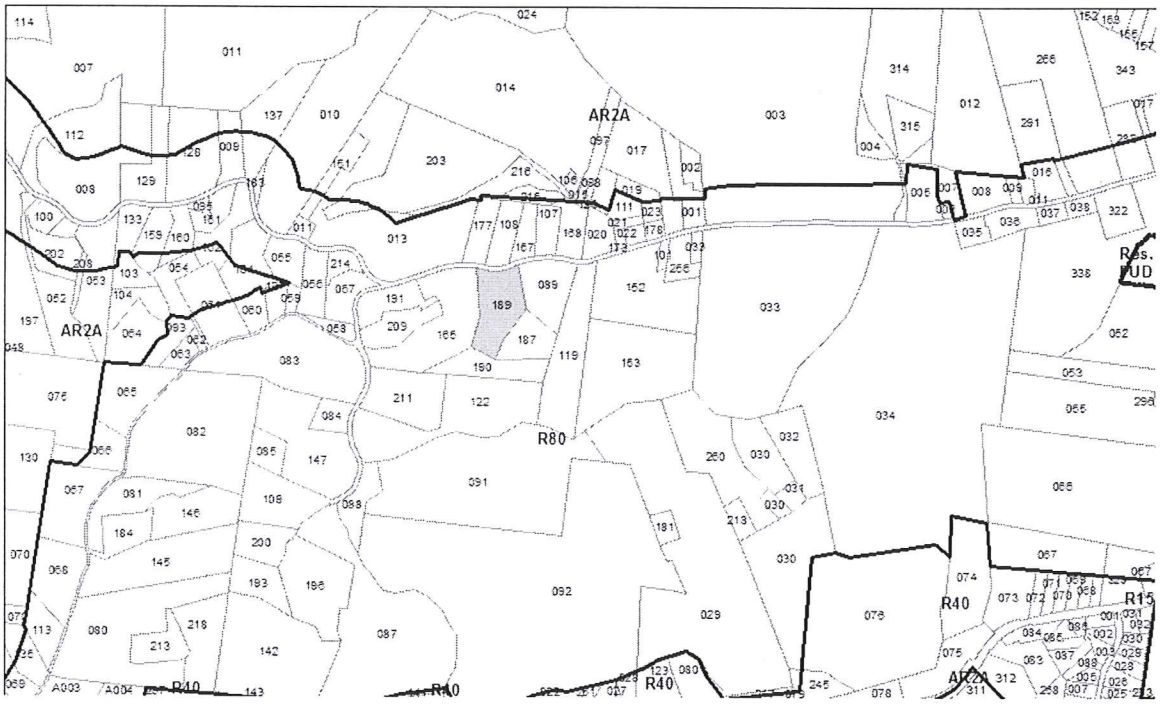
INTRODUCED BY:

_____

Dave Rosenberg
Member of Council

2016SP-086-001
Map 113, Parcel(s) 189
Subarea 06, Bellevue
District 35 (Rosenberg)

A request to rezone from R80 to SP zoning for property located at 7897 Old Charlotte Pike, approximately 1,050 feet northeast of Fire Tower Road, (8.2 acres), to permit all uses permitted by R80 and a kennel (only permitted with issuance of a special exception permit by Board of Zoning Appeals in accordance with the development standards of Section 17.16.175.A), requested by Dale & Associates, Inc., applicant; The Mountain view Trust, owner.



7897 Old Charlotte Pike Specific Plan (SP)

Development Summary	
SP Name	7898 Old Charlotte Pike Specific Plan
2016SP-086-001	2016SP-086-001
Council District	35
Map & Parcel	Map 113, Parcel 189

Site Data Table	
Site Data	8.2 acres
Existing Zoning	R80
Proposed Zoning	SP
Allowable Land Uses	All uses permitted by the R80 zoning district and a kennel (only permitted with issuance of a special exception permit by Board of Zoning Appeals in accordance with the development standards of Section 17.16.175.A)

Specific Plan (SP) Standards

1. Uses within this SP shall be limited to uses permitted by R80 zoning district and a kennel (only permitted with issuance of a special exception permit by Board of Zoning Appeals in accordance with the development standards of Section 17.16.175.A).
2. 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 R80 zoning district as of the date of the applicable request or application.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

General Plan Consistency Note

The proposed Specific Plan is located within the Bellevue Community Plan (Subarea 6). The proposed SP is located in the following policy areas:

- Rural Maintenance (T2 RM)
- Conservation

A low-density residential zoning district with appropriate development standards is an appropriate zoning designation in these policy areas.

SUBSTITUTE ORDINANCE NO. BL2016-412

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 RM20 to R10 zoning for properties located at 2800, 2802, 2806 A, 2806 B, 2806 C, and 2806 D Marlin Avenue, and Marlin Avenue (unnumbered), approximately 360 feet northeast of Sharondale Drive, (0.62 acres), all of which is described herein (Proposal No. 2016Z-107PR-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 RM20 to R10 zoning for properties located at 2800, 2802, 2806 A, 2806 B, 2806 C, and 2806 D Marlin Avenue, and Marlin Avenue (unnumbered), approximately 360 feet northeast of Sharondale Drive, (0.62 acres), being various Property Parcel 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 various Maps 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:

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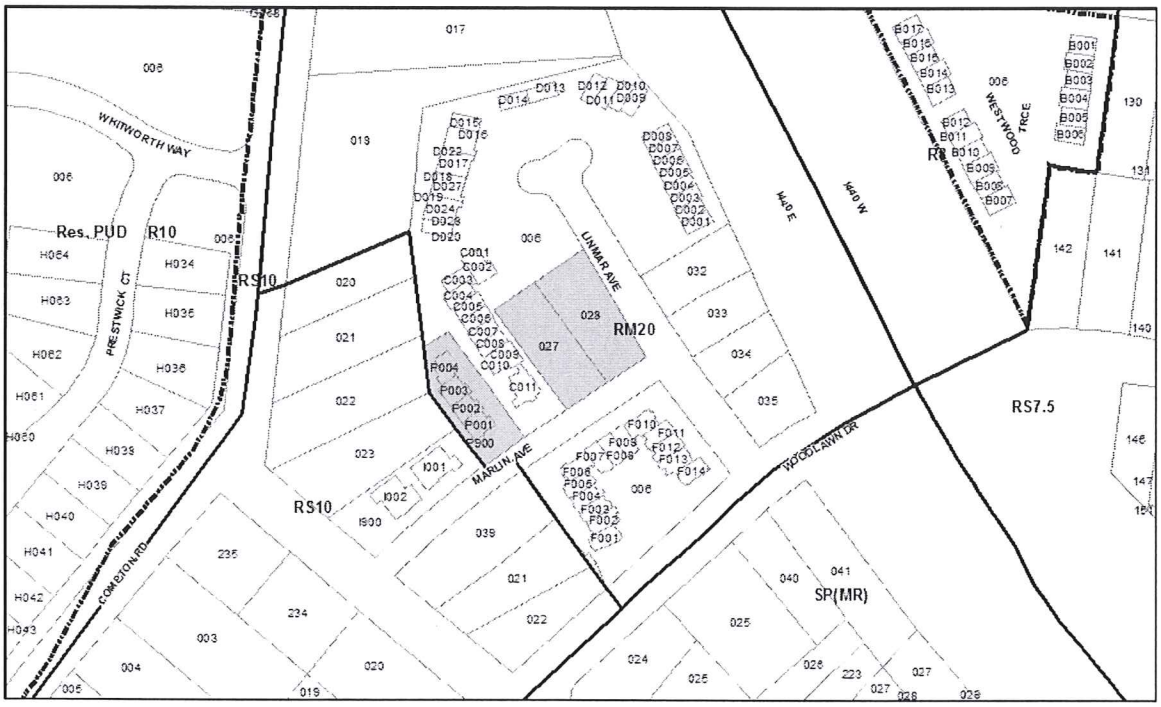
Councilmember Kathleen Murphy

2016Z-107PR-001
Map 104-14, Parcel(s) 027-028
Map 104-14-0-P, Parcel(s) 001-004, 900
Subarea 10, Green Hills - Midtown
District 24 (Murphy)

A request to rezone from RM20 to R10 zoning for properties located at 2800, 2802, 2806 A, 2806 B, 2806 C, and 2806 D Marlin Avenue, and Marlin Avenue (unnumbered), approximately 360 feet northeast of Sharondale Drive, (0.62 acres), requested by Councilmember Kathleen Murphy, applicant; various property owners.



STANPAR	Owner	PropHouse	PropStreet	PropCity	PropS	PropZip
10414002800	2800 MARLIN, LLC	2800	MARLIN AVE	NASHVILLE	TN	37215
10414002700	CHEEK, H. O. ETUX	2802	MARLIN AVE	NASHVILLE	TN	37215
104140P90000CO	O.I.C. MARLIN AVENUE TOWNHOMES	0		NASHVILLE	TN	37215
104140P00300CO	SMKM, LLC	2806 C	MARLIN AVE	NASHVILLE	TN	37215
104140P00400CO	SMKM, LLC	2806 D	MARLIN AVE	NASHVILLE	TN	37215
104140P00100CO	SMKM, LLC	2806 A	MARLIN AVE	NASHVILLE	TN	37215
104140P00200CO	SMKM, LLC	2806 B	MARLIN AVE	NASHVILLE	TN	37215

SUBSTITUTE ORDINANCE NO. BL2016-414

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 R6 to SP zoning for various properties along Elvira Avenue, Maynor Avenue, and Keeling Avenue, approximately 600 feet west of Anderson Place, (5.82 acres), to permit a maxmimum of 221 residential units, all of which is described herein (Proposal No. 2016SP-087-001).

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 R6 to SP zoning for various properties along Elvira Avenue, Maynor Avenue, and Keeling Avenue, approximately 600 feet west of Anderson Place, (5.82 acres), being Property Parcel Nos. 061-068, 164 as designated on Map 072-05 and Property Parcel Nos. 046, 104-105 as designated on Map 072-06 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 072 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 up to 221 residential units.

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

1. Uses within this SP shall be limited to those permitted by the RM40-A Zoning District

2. The total number of units shall not exceed a density of 38 units per acre, for a total 221 units.

3. The maximum FAR shall be 1.0

4. The maximum ISR shall be 0.75

5. 8% of all units shall be sold at or below 70% AMI. An equal distribution of affordable units shall be provided to meet the overall bedroom count.

6. Residential Units along Elvira Avenue and Maynor Avenue shall be detached single family or attached townhomes not exceeding 6 units per building footprint.

7. Units along Elvira Avenue and Maynor Avenue shall be limited to parking off of a rear drive and/or rear entry garages.

8. Units along Elvira Avenue and Maynor Avenue shall be limited to a maximum of 3 stories and 45 feet in height. Units interior to the properties shall be limited to a maximum of 4 stories and 60 feet in height.

9. Units along Elvira cannot exceed 2 stories in 35 feet in height at the front setback. A minimum 5 step-back is required, after which a maximum height of 3 stories in 45 feet is allowed.

10. There shall be no driveway or vehicular connection to Maynor Avenue.

11. There shall be a formal public park or greenway located at the terminus of Maynor Avenue partially located within the unused right of way along the existing railway. Said part shall contain a minimum of 10,000 square feet of useable recreation/open space.

12. A walkable greenway shall be constructed connecting Mayor Avenue to the intersection of Elvira and Keeling Avenue. Said greenway to be built to meet ADA standards with enough width for walking and biking

13. A Traffic Access Study shall be completed prior to approval of the final site plan to determine the feasibility of making the intersection of Elvira Avenue and Keeling Avenue a "T" intersection (coinciding with an access to the development) in order to calm traffic, minimize cut thru traffic, and to create an overall safer roadway network. This "T" intersection, if warranted, will be constructed when as directed by the Traffic Access Study.

14. Sidewalks shall be constructed along the entire northern side of Elvira Avenue (minimum 4 foot grass strip and 5 foot sidewalk) from Keeling Avenue to Gallatin Pike if adequate right-of-way is present. If adequate right-of-way is not present, then sidewalks shall only be installed along the site frontage. Sidewalks shall be extended along Keeling Avenue and connect to the existing sidewalk network along the western side of Keeling Avenue.

15. Upon the submittal of a Final SP, a Traffic Study shall be completed to determine street improvements that will be required based upon future traffic flows and improvements based upon safety (street widening)

16. 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 RM40-A zoning district as of the date of the applicable request or application.

17. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

18. Public water and sewer construction plans, if required, must be submitted and approved prior to Final SP approval. A water and sewer availability request shall be made prior to Final SP submittal with required capacity fees paid prior to Final Site Plan/SP approval.

19. Federal Compliance All development within the boundaries of this plan meets the requirements of the Americans with Disabilities Act and the Fair Housing Act. ADA: http://www.ada.gov/ U.S. Justice Dept.:

20. Landscaping and landscape buffers around the site frontage and perimeter shall comply with the Metro Landscape Requirements Chapter 17.24 of the Metro Zoning Code. No buffer will be less than a standard Class "B" buffer.

21. Units facades will be constructed using 80% masonry/concrete products with vinyl being prohibited.

22. If determined necessary by Traffic Impact Study, a traffic signal shall be installed at the intersection of Dozier Place and E. Trinity Lane.

23. New Beginnings New Development Trust or qualified not-for profit entity shall be allocated the affordable units to ensure that units are sold at or below 70% of AMI.

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 RM40-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 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.

INTRODUCED BY:

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Scott Davis
Member of Council

2016SP-087-001
Map 072-05, Parcel(s) 061-068, 164
Map 072-06, Parcel(s) 046, 104-105
Subarea 05, East Nashville
District 05 (S. Davis)

A request to rezone from R6 to SP zoning for various properties along Elvira Avenue, Maynor Avenue, and Keeling Avenue, approximately 600 feet west of Anderson Place, (5.82 acres), to permit a maximum of 222 residential units, requested by Councilmember Scott Davis, applicant; various property owners.

Elvira Avenue Specific Plan (SP)

Development Summary	
SP Name	Elvira Avenue Specific Plan
SP Number	2016SP-087-001
Council District	5
Map & Parcel	Map 072-05, Parcels 061-068; 164 Map 072-06, Parcels 104-105

Site Data Table	
Site Data	5.82
Existing Zoning	R6
Proposed Zoning	SP
Allowable Land Uses	Residential

Specific Plan (SP) Standards

1. Uses within this SP shall be limited to those permitted by the RM40-A Zoning District.
2. The total number of units shall not exceed a density of 38 units per acre, for a total 221 units.
3. The maximum FAR shall be 1.0.
4. The maximum ISR shall be 0.75.
5. 8% of all units shall be sold at or below 70% AMI. An equal distribution of affordable units shall be provided to meet the overall bedroom count.
6. Residential Units along Elvira Avenue and Maynor Avenue shall be detached single family or attached townhomes not exceeding 6 units per building footprint.
7. Units along Elvira Avenue and Maynor Avenue shall be limited to parking off of a rear drive and/or rear entry garages.
8. Units along Elvira Avenue and Maynor Avenue shall be limited to a maximum of 3 stories and 45 feet in height. Units interior to the properties shall be limited to a maximum of 4 stories and 60 feet in height.
9. Units along Elvira cannot exceed 2 stories in 35 feet in height at the front setback. A minimum 5 step-back is required, after which a maximum height of 3 stories in 45 feet is allowed.
10. There shall be no driveway or vehicular connection to Maynor Avenue.
11. There shall be a formal public park or greenway located at the terminus of Maynor Avenue partially located within the unused right of way along the existing railway. Said part shall contain a minimum of 10,000 square feet of useable recreation/open space.
12. A walkable greenway shall be constructed connecting Mayor Avenue to the intersection of Elvira and Keeling Avenue. Said greenway to be built to meet ADA standards with enough width for walking and biking.
13. A Traffic Access Study shall be completed prior to approval of the final site plan to determine the feasibility of making the intersection of Elvira Avenue and Keeling Avenue a "T" intersection (coinciding with an access to the development) in order to calm traffic, minimize cut thru traffic, and to create an overall safer roadway network. This "T" intersection, if warranted, will be constructed when as directed by the Traffic Access Study.
14. Sidewalks shall be constructed along the entire northern side of Elvira Avenue (minimum 4 foot grass strip and 5 foot sidewalk) from Keeling Avenue to Gallatin Pike if adequate right-of-way is present. If adequate right-of-way is not present, then sidewalks shall only be installed along the site frontage. Sidewalks shall be extended along Keeling Avenue and connect to the existing sidewalk network along the western side of Keeling Avenue.
15. Upon the submittal of a Final SP, a Traffic Study shall be completed to determine street improvements that will be required based upon future traffic flows and improvements based upon safety (street widening).
16. 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 RM40-A zoning district as of the date of the applicable request or application.

17. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
18. Public water and sewer construction plans, if required, must be submitted and approved prior to Final SP approval. A water and sewer availability request shall be made prior to Final SP submittal with required capacity fees paid prior to Final Site Plan/SP approval.
19. Federal Compliance All development within the boundaries of this plan meets the requirements of the Americans with Disabilities Act and the Fair Housing Act. ADA: http://www.ada.gov/ U.S. Justice Dept.
20. Landscaping and landscape buffers around the site frontage and perimeter shall comply with the Metro Landscape Requirements Chapter 17.24 of the Metro Zoning Code. No buffer will be less than a standard Class "B" buffer.
21. Units facades will be constructed using 80% masonry/concrete products with vinyl being prohibited.
22. If determined necessary by Traffic Impact Study, a traffic signal shall be installed at the intersection of Dozier Place and E. Trinity Lane.
23. New Beginnings New Development Trust or qualified not-for profit entity shall be allocated the affordable units to ensure that units are sold at or below 70% of AMI.

General Plan Consistency Note

The proposed Specific Plan is located within the East Nashville Community Plan (Subarea 5). The proposed SP is located in the T4-NE (T4 Urban Neighborhood Evolving)

It is the Intent of the T4 Urban Neighborhood Evolving is to create and enhance neighborhoods with an urban character in terms of their development pattern, building form, land use, and associated public realm, with opportunities for housing choice and improved pedestrian, bicycle, and vehicular connectivity. The resulting development pattern may have higher densities than existing urban neighborhoods and/or smaller lot sizes, with a broader range of housing types providing housing choice

T4 Urban Neighborhood Evolving Areas demonstrate a development pattern of moderate to high-density residential and institutional development. A variety of residential and institutional buildings are found regularly spaced with shallow setbacks and minimal spacing between buildings. Lots are generally accessed from alleys or interior drives. T4 Urban Neighborhood Evolving areas are served by high levels of connectivity with complete street networks, sidewalks, bikeways, and existing or planned mass transit.

The properties in this SP contain 5.82 acres in size and are located clearly within a T4-NE (Neighborhood Evolving Area) that has clear and defined borders. This area has a high level of street connectivity, however many of those streets lack sidewalks. Although sidewalks will be constructed over time as the Urban area will redevelop, it is a critical requirement of this SP that sidewalks be constructed along property's entire frontage on Elvira and along Keeling Avenue connecting to an existing sidewalk that extends to Trinity Lane. Additionally other roadway improvements will be identified from a required Traffic Study that will be based upon the actual proposed residential density. Allowable densities within the T4 Urban Neighborhood Evolving Policy includes development within the RM40-a base zoning, therefore this SP meets the requirements of the current Land Use Policy.

SUBSTITUTE ORDINANCE NO. BL2016-417

An Ordinance amending Sections 12.40.150 and 17.16.030 of the Metropolitan Code to prohibit the display of vehicles for sale upon residential properties fronting arterial streets and restrict consignment sales.

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

Section 1. That Chapter 12.40 of the Metropolitan Code is hereby amended by deleting Section 12.40.150 in its entirety and substituting the following new Section 12.40.150:

12.40.150 - Parking for sale or repair purposes unlawful

A. No person shall park a vehicle upon the roadway for the purpose of:

1. Displaying such a vehicle for sale;

2. Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.

B. No person shall park a vehicle upon residential property fronting an arterial street for the purpose of displaying such a vehicle for sale.

Section 2. That Chapter 17.16 of the Metropolitan Code is hereby amended by adding the following new sentence at the end of Subsection 17.16.030.A.1-5:

6. Consignment sales may not include the display of a vehicle for sale.

Section 3. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

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Karen Johnson
Member of Council