



**Metropolitan Council**

**PROPOSED AMENDMENTS TO  
RESOLUTIONS, LATE-FILED  
RESOLUTION, SUBSTITUTE  
ORDINANCE AND  
AMENDMENTS TO  
ORDINANCES TO BE FILED  
WITH THE METRO CLERK  
FOR THE COUNCIL MEETING OF  
TUESDAY, MARCH 20, 2018**

AMENDMENT NO. \_\_\_\_  
TO  
RESOLUTION RS2018-1113

Mr. President –

I move to amend Resolution No. RS2018-1113 by adding the following as the fourth, fifth, and sixth recital clauses:

WHEREAS, public transportation in Nashville and Davidson County is essential to a vibrant, equitable city and supports the economy and community; and

WHEREAS, the Metro Transit Authority and Davidson County Transit Organization in its current form is the result of decades of development and consolidation of several public and private entities into one efficient, publically accountable authority with a base of stable, well trained, and professional employees; and

WHEREAS, any future improvements to Davidson County's transit system will require the employment of hundreds of new operations and maintenance employees to assist the growing public transit system; and

INTRODUCED BY:

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Scott Davis  
Member of Council

AMENDMENT NO. \_\_\_\_  
TO  
RESOLUTION RS2018-1120

Mr. President –

I move to amend Resolution No. RS2018-1120 as follows:

I. By adding the following as the eighth recital clause:

WHEREAS, over 25,000 residents working in both the public and private within Metropolitan Nashville are represented by unions; and

II. By adding the following as the fourteenth recital clause:

WHEREAS, this resolution is dedicated to the sacrifice of the over 1,300 African-American sanitation workers in Memphis and their commitment to economic equality and the civil rights movement.

INTRODUCED BY:

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Tanaka Vercher  
Member of Council

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

A resolution accepting a Consumer Financial Protection Initiative grant from the Cities for Financial Empowerment Fund, Inc. (“CFE Fund”) to The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor’s Office of Resilience, to support municipal engagement to improve the financial stability of low and moderate income households.

WHEREAS, CFE Fund, Inc. has awarded a grant in an amount not to exceed \$125,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor’s Office of Resilience, to support municipal engagement to improve the financial stability of low and moderate income households; and,

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

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

Section 1. That the Consumer Financial Protection Initiative grant by and between the Cities for Financial Empowerment Fund, Inc., in an amount not to exceed \$125,000.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor’s Office of Resilience, to support municipal engagement to improve the financial stability of low and moderate income households, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Mayor’s Office of Resilience based on the revenues estimated to be received and any match to be applied.

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

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
Talia Lomax-O’ dneal, Director  
Department of Finance

APPROVED AS TO FORM  
AND LEGALITY:

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

INTRODUCED BY:

\_\_\_\_\_  
Tanaka Vercher  
\_\_\_\_\_

\_\_\_\_\_  
Member(s) of Council



## GRANT AGREEMENT

This Grant Agreement (the "Agreement"), dated as of February 20, 2018 (the "Effective Date") is by and between the Cities for Financial Empowerment Fund, Inc. (the "CFE Fund"), a Delaware non-stock, non-profit corporation qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and City of Nashville (the "Grantee").

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the "Purposes").

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the funds provided by this Agreement (the "Grant") to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the "Scope of Work").

WHEREAS, the CFE Fund and the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

**1. Grant.**

The CFE Fund pledges and agrees to provide the Grantee a Grant in the form of cash in an amount not to exceed \$125,000. Grant funds will be paid electronically in U.S. Dollars no sooner than what is laid out in the Grant Payout Schedule in Section 4(c).

**2. Use of Grant.**

The Grant is to be used only for the purposes outlined in the Exhibit A (the "Scope of Work") and in accordance with the specific allocations identified in the Grant budget included in Exhibit B (the "Grantee Budget"). The Grantee must obtain the prior written consent of the CFE Fund before engaging in any work that is beyond the Scope of Work and the failure to obtain such consent shall invalidate any obligation of the CFE Fund to pay any invoices for such work.

**3. Term.**

- (a) This is a twenty-four (24) month Grant and the Grant term will begin as of the Effective Date and end September 30, 2019; provided, that the second year of the Grant is contingent upon the satisfactory completion of the Grant objectives set forth in Exhibit A. Any funds not used by the end of the Grant term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
  - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days' prior written notice;
  - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day "cure" period after the non-breaching party shall have given notice to the breaching party of such breach; or;
  - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement.
- (c) If the Agreement is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (i) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

**4. Conditions of Disbursement of Grant.**

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following condition:
  - (i) Receipt by the CFE Fund of a countersigned copy of this Agreement, which includes Scope of Work and Grantee Budget. Budget should be a detailed, line-item projected accounting of all Program costs.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
  - (i) Timely receipt of all Grantee reports and Financial Reconciliations in accordance with Exhibit C - Reporting Template.
  - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.

- (iii) The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.

(c) Grant Payout Schedule:

The CFE Fund will provide funding of up to \$125,000 for two years to support staffing and other resources needed to carry out the objectives outlined in the Scope of Work.

- (i) The CFE Fund will disburse Grant funds in one of two ways. Please initial in ONE of the boxes to select the requested payment structure for the term of the Grant.

Select Prepayment

- a. For prepayment: CFE Fund will provide six months of funding upon signing of contract. Starting as of December 31, 2017, Grantee provides quarterly financial reconciliations, after which the CFE Fund will provide the next quarter's Grant payment, allowing CFE Fund to provide funds in advance of actual expenses paid.

Select Reimbursement

- b. For reimbursement: Starting March 30, 2018, Grantee provides semi-annual financial reconciliations of actual expenses paid, after which the CFE Fund will reimburse based on invoice. There is no prepayment.

- (ii) All funds will be electronically transferred.

**5. Payment of Grant.**

Subject to the fulfillment of the conditions set forth in Section 4:

Initial here

- (a) Grantee acknowledges that the CFE Fund will be making one or more electronic grant payments, and that Barbara Hagman, Assistant Treasurer (Barbara.hagman@nashville.gov) is authorized to enter the Grantee's appropriate routing and account number into CFE Fund's payment system (bill.com).

**6. Covenants.**

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in Exhibit A - Scope of Work. Failure to adhere to these conditions will constitute an act of default and result in the return of part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee's elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant term and beyond as applicable, the Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the program with respect to the Scope of Work and Proposal.
- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
  - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and this Agreement. Any Grant funds not expended or committed for these purposes within the Grant term will be returned to the CFE Fund..
  - (ii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the term of the Grant which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's management personnel, loss of funding or other extenuating circumstances which could affect the Grantee Budget.
- (c) The Grantee also agrees to immediately provide any correspondence from the Internal Revenue Service or other related agencies regarding the above.
- (d) Cooperate in the monitoring, evaluation and reporting of work, as detailed in Exhibit A - Scope of Work.
- (e) Adhere to the CFE Fund financial compliance stipulations.
  - (i) The Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund upon request.
  - (ii) The CFE Fund reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During and at least three years following the end of the Grant term, the Grantee will be expected to maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.
- (f) Adhere to the CFE Fund's marketing and communications guidelines.
  - (i) The Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant CFE Fund partners.

- (ii) The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The CFE Fund will provide specific communication protocols including language for recognizing the CFE Fund in text and logo format. Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
  - (iii) The Grantee will request permission from the CFE Fund before using or modifying branded materials.
  - (iv) Any Grant-related media interviews or public announcements intended for media or public purposes must be coordinated with and approved by the CFE Fund in advance.
  - (v) The Grantee may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional investors have made their official announcement.
  - (vi) Execution of this Grant agreement provides the CFE Fund and its institutional investors the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (g) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances the Grantee or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-Grants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.

- (iv) Any other purposes outside what is stated in the Request for Proposal without express written permission from the CFE Fund.

**7. Insurance.**

Grantee hereby advises CFE Fund that Grantee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, professional liability, workers compensation insurance, unemployment, cyber liability and automobile liability insurance as stated in the attached Self-Insurance Certificate incorporated as Exhibit E. Grantee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Grantee's liability in tort is governed by the provisions of the Tennessee Governmental Tort Liability Act and Grantee will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of Grantee, subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

**9. Confidentiality.**

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

**10. Non-Assignability.**

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities or duties hereunder, either in whole or in part, without the prior written consent of the CFE Fund.

**11. Compliance with Anti-Discrimination Rules.**

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

**12. Severability of Provisions.**

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

**13. Entire Agreement.**

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements

and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

**14. Binding Agreement.**

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid and binding agreement of each party, and is enforceable against each party in accordance with its terms.

**15. Governing Law.**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

**18. Amendment.**

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

**19. Counterparts.**

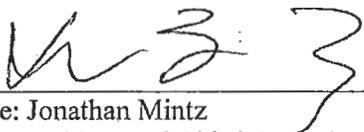
This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

**20. Notices.**

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit D - Notices or (b) at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT  
FUND, INC.

By:   
Name: Jonathan Mintz  
Title: President and Chief Executive Officer.

Date: 3.12.18

CITY OF Nashville

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

Date: \_\_\_\_\_

**SIGNATURE PAGE  
FOR  
GRANT NO. Consumer Financial Protection Initiative 18-19**

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

See Below  
Mayor's Office

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Talia Lomax-O'dneal  
Talia Lomax-O'dneal, Director  
Department of Finance

3-13-18  
Date

APPROVED AS TO RISK AND INSURANCE:

BCM  
Director of Insurance

3/14/18  
Date

APPROVED AS TO FORM AND  
LEGALITY:

met epe  
Metropolitan Attorney

3/14/18  
Date

\_\_\_\_\_  
David Briley  
Metropolitan Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

## Exhibit A

### Scope of Work

As part of the Consumer Financial Protection Initiative, the CFE Fund will be providing City of Nashville a range of technical assistance services and as well as support as part of an on-going learning community. Additionally, the CFE Fund will provide up to \$62,500 in grant funding for the first year of the agreement and upon satisfactory completion of grant objectives, another amount up to \$62,500 in the second year of the agreement, to support staffing and other resources needed to advance the goals of the initiative. Specifically, the Grantee will:

- 1) Establish or rededicate an existing office/department focused on consumer financial protection (CFP)
  - a. Dedicate at least 75% of one city FTE to lead the work detailed in this Agreement within this office or department.
  - b. Assess the landscape of *existing* local consumer financial protection powers and resources
  - c. Organize these powers under authority of local CFP office/department
  - d. Develop 2-year strategic plan of local CFP
  - e. Develop communications plan to support public awareness of CFP office
  - f. Organize a public launch of relaunch of the CFP office
  
- 2) Establish new, or enhance an existing, local consumer complaint system
  - a. Develop consumer complaints infrastructure plan including: intake data system, intake procedures, mediation protocols, transparency policies, enforcement mechanisms, referral networks, and budget
  - b. Implement consumer complaints infrastructure accordingly
  
- 3) Develop and implement a consumer outreach and education strategy
  - a. Develop public outreach plan for opening of consumer complaint system and for targeted consumer protection awareness campaigns
  - b. Identify in-kind and paid media outlets for distribution
  - c. Cultivate press relationships
  - d. Implement outreach plan
  
- 4) Identify and educate key stakeholders on policy strategies to enhance the City's local capability to mediate complaints and protect consumers
  - a. Educate stakeholders on the benefits of creation/relaunch of local consumer financial protection office
  - b. Educate stakeholders on the benefits of persuading businesses to respond to consumer complaint mediation efforts, including subpoena and other enforcement powers
  - c. Educate stakeholders on the benefits of empowering local entities to investigate complaints and enforce violations, e.g. local truth-in-advertising and non-deceptive trade practices laws, industry-specific regulatory schemes, etc.

- d. Identify and partner on shared investigation and enforcement partnerships with local and state enforcement authorities, e.g. police, district attorney, attorney general, and other state regulators
- 5) Participate in monthly technical assistance calls
- 6) Site Visit
  - a. Grantee will host, at minimum, one full-day site visit during which CFE Staff will initiate staff and leadership to support program goals.

CFE Fund will provide the following technical assistance:

- 1) Consumer protection knowledge base, expertise, and shared learning opportunities
- 2) Provide guidance on consumer complaint system development including data framework design, intake management strategy, mediation processes, and relationship development.
- 3) Legal consulting to support enhanced complaint-driven investigation and enforcement capabilities
- 4) Develop model local regulatory strategies for specific targets of interest
- 5) Provide guidance on program sustainability strategies – philanthropic opportunities, cost and revenue models

Grantee Budget

The CFE Fund will provide \$125,000 for 24 month to support City of Nashville's Consumer Financial Protection Initiative; provided, that the second year of the Grant is contingent upon the satisfactory completion of the Grant objectives set forth in Exhibit A. (Please provide a line-item budget for the initiative including staffing salary and fringe costs for the full Grant term)

Class	Salary	FTE	Desc	Fringe	Total
			OASDI	6.200%	2,200
			SSMed	1.450%	500
			Group H	11,900	11,900
			Dental	500	500
			Life	200	200
			Pension	12.340%	4,400
			Equipment	3800	1,900
			Travel		4,900
<b>Fringe Total</b>					<b>19,700</b>
<b>Annual Total</b>					<b>62,500</b>
<b>2-year Total</b>					<b>125,000</b>

Exhibit C

Reporting

The Grantee is responsible for submitting program reports using the CFE Fund's online grant portal.

Financial Reconciliation

- The CFE Fund requires financial documentation of actual expenses for the initiative corresponding to the Grantee budget.

Program Reports

- The CFE Fund will assign semi-annual program reports to track progress towards grant objectives and understand local initiative accomplishments, challenges, and lessons

learned. A total of four Program Reports will be completed throughout the Grant term.

- 6 month report due June 29, 2018
- 12 month report due December 31, 2018
  - Note: Performance reflected in this report regarding satisfactory completion of the Grant objectives set forth in Exhibit A will trigger eligibility for the second year of Grant funding.
- 18 month report due June 28, 2019
- Final report due October 31, 2019
- Program reports must include an affirmation that the Grantee has not engaged in any prohibited activities, including, but not limited to those set forth in Section 6(g)(iii) of the Agreement.

Notices

Cities for Financial Empowerment Fund, Inc.

Kant Desai  
Principal  
Cities for Financial Empowerment Fund, Inc.  
44 Wall Street, Suite 605  
New York, NY 10005  
Telephone: (646) 362-1634  
Email: kdesai@cfefund.org

Grantee

John Murphy  
Senior Advisor, Economic Inclusion  
City of Nashville  
1 Public Square Park  
Telephone: (615) 862-6031  
Email: john.murphy@nashville.gov

Self-Insurance Certificate

Grantee hereby advises CFE Fund that Grantee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, professional liability, workers compensation insurance, unemployment, cyber liability and automobile liability insurance as stated in the attached Self-Insurance Certificate incorporated as Exhibit E. Grantee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Grantee's liability in tort is governed by the provisions of the Tennessee Governmental Tort Liability Act and Grantee will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of Grantee, subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

SUBSTITUTE ORDINANCE NO. BL2018-1084

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Contextual Overlay on various properties located along Riverside Drive, Porter Road, Creighton Avenue, Carter Avenue, Mckennell Drive, and Greenwood Avenue ~~and Peerman Drive~~, southeast of the intersection of Cahal Avenue and Porter Road, zoned R10, R6 and SP (40.02 ~~43.71~~ acres), all of which is described herein (Proposal No. 2018Z-020PR-001).

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

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

By applying a Contextual Overlay on various properties located along Riverside Drive, Porter Road, Creighton Avenue, Carter Avenue, Mckennell Drive, and Greenwood Avenue ~~and Peerman Drive~~, southeast of the intersection of Cahal Avenue and Porter Road, zoned R10, R6 and SP (40.02 ~~43.39~~ acres), being 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:

\_\_\_\_\_  
Councilmember Anthony Davis

\_\_\_\_\_  
Councilmember Brett Withers

2018Z-020PR-001

Map 072-15, Parcel(s) 245-248, 259-263, 271-278, 282-285, 287, 289-293, 294, 300.01, 298, 299, 301-303, 306, 307, 309, 310, 317, 321, 326, 340, 347-349, 357

Map 072-15-0-R, Parcel(s) 001-002, 900

Map 072-15-4-A, Parcel(s) 001-002, 900

Map 072-15-4-B, Parcel(s) 001-004, 900-901

Map 072-15-4-F, Parcel(s) 001-002, 900

~~Map 072-16, Parcel(s) 088-092~~

Map 083-03, Parcel(s) 108, 111-125, 127-142, 145-150, 199.01, 152-157, 200, 203-212, 274-276, 431-432

Map 083-03-0-M, Parcel(s) 001-002, 900

Map 083-03-0-R, Parcel(s) 001-006, 900

Map 083-03-1-D, Parcel(s) 001-002, 900

Map 083-03-1-F, Parcel(s) 001-002, 900

Map 083-03-1-G, Parcel(s) 001-002, 900

Map 083-03-1-I, Parcel(s) 001-002, 900

Map 083-03-1-J, Parcel(s) 001-002, 900

Map 083-03-2-A, Parcel(s) 001-002, 900

Map 083-03-2-D, Parcel(s) 001-002, 900

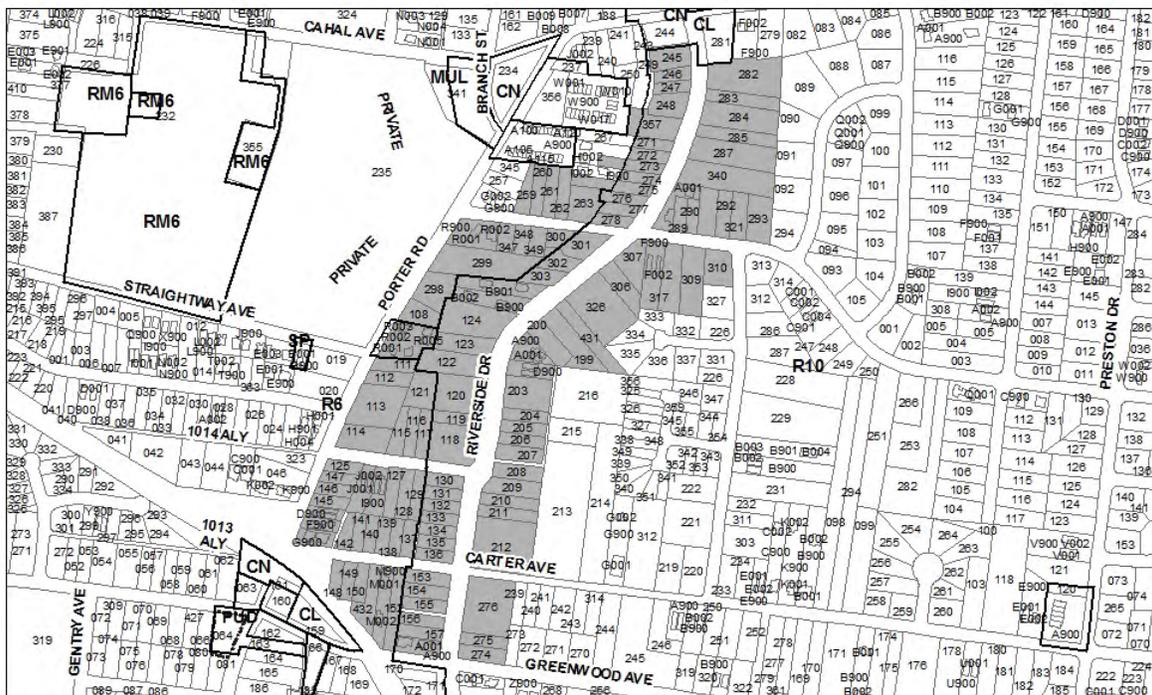
Map 083-03-3-A, Parcel(s) 001-002, 900

Subarea 05, East Nashville

District 06 (Withers); 07 (A. Davis)

Application fee paid by: Fee waived by Council

A request to apply a Contextual Overlay on various properties located along Riverside Drive, Porter Road, Creighton Avenue, Carter Avenue, Mckennell Drive, and Greenwood Avenue and Peerman Drive, southeast of the intersection of Cahal Avenue and Porter Road, zoned R10, R6 and SP (40.02 ~~43.74~~ acres), requested by Councilmember Anthony Davis and Councilmember Brett Withers, applicants; various owners.



STANPAR	Owner	Prop Addr
07215034700	ROSKE, ROXANNE & THOMAS, ROBERT BRUCE	101 MCKENNEL DR
07215034800	MILLER, JORDAN	103 MCKENNEL DR
07215034900	GALLINARI, ANGELA	105 MCKENNEL DR
07215035700	JENKINS, RUSSELL S.	0 RIVERSIDE RD
08303043100	UPSIDE LLC	1423 RIVERSIDE DR
08303043200	JOHNSON, MICHAEL & PEFFER, BRANDON	2110 CARTER AVE
083030M00100CO	BROCK, HOMER SEAN	2112 A CARTER AVE
083030M00200CO	CAMPBELL, THOMAS M JR. & PATTON, KAYLA A.	2112 B CARTER AVE
083030M90000CO	O.I.C. CARTER AVENUE TOWNHOMES	0 CARTER AVE
083030R00100CO	RWA/PORTER ROAD ASSOCIATES LLC	1421 PORTER RD 1
083030R00200CO	CALVERT, CLARK M.	1421 PORTER RD 2
083030R00300CO	MARTINEZ, RODNEY & ROMANO, PATRICK	1421 PORTER RD 3
083030R00400CO	DEOL, GURBANS	1421 PORTER RD 4
083030R00500CO	RWA/PORTER ROAD ASSOCIATES LLC	1421 PORTER RD 5
083030R00600CO	RWA/PORTER ROAD ASSOCIATES LLC	1421 PORTER RD 6
083030R90000CO	O.I.C. PORTER ROAD PLACE	0 PORTER RD
072150R00100CO	REEB, MADISON	1435 PORTER RD
072150R00200CO	MCLEOD, HANNAH	95 MCKENNEL DR
072150R90000CO	O.I.C. HOMES AT 1435 PORTER ROAD	95 B MCKENNEL DR
083033A00100CO	RIVERSIDE TRUST, THE	1200 RIVERSIDE DR
083033A00200CO	STACEY, ALAINA & CHRIST & CYNTHIA	2121 GREENWOOD AVE
083033A90000CO	O.I.C. HOMES AT 1200 RIVERSIDE DRIVE	2121 B GREENWOOD AVE
072154A00100CO	VANN, EMILY BETH	1503 RIVERSIDE DR
072154A00200CO	BAXTER, MILES JACKSON & KELLEY ELIZABETH	1501 RIVERSIDE DR
072154A90000CO	O.I.C. HOMES AT 1501 RIVERSIDE DRIVE	1503 B RIVERSIDE DR
083032A00100CO	WEINEL, DAVID W. & SHAMPAIN, STEVEN M.	1415 A RIVERSIDE DR
083032A00200CO	SCOTT, GARLAND G.	1415 B RIVERSIDE DR
083032A90000CO	O.I.C. 1415 RIVERSIDE DRIVE TOWNHOMES	1415 C RIVERSIDE DR
083031D00100CO	PORTER PARTNERS, LLC	1303 A PORTER RD
083031D00200CO	PORTER PARTNERS, LLC	1303 B PORTER RD
083031D90000CO	O.I.C. 1303 PORTER COTTAGES	1303 C PORTER RD
083031F00100CO	EASTLAND DEVELOPMENT, LLC	1301 C PORTER RD
083031F00200CO	EASTLAND DEVELOPMENT, LLC	1301 D PORTER RD
083031F90000CO	O.I.C. 1301D PORTER ROAD TOWNHOMES	1301 F PORTER RD
083031G00100CO	EASTLAND DEVELOPMENT, LLC	1301 A PORTER RD
083031G00200CO	EASTLAND DEVELOPMENT, LLC	1301 B PORTER RD
083031G90000CO	O.I.C. 1301 A PORTER ROAD TOWNHOMES	1301 E PORTER RD
083031I00100CO	ERDY, CHRISTINE J.	2105 CREIGHTON AVE
083031I00200CO	EVANS, JOHN D. & RISTER, JASON A.	2107 CREIGHTON AVE
083031I90000CO	O.I.C. 2105 AND 2107 CREIGHTON AVENUE RE	2107 C CREIGHTON AVE
083031J00100CO	FOWLER, BENJAMIN D. TRUST	2101 CREIGHTON AVE
083031J00200CO	MARTELLI, KEVIN & VOYDANOFF, MARK	2103 CREIGHTON AVE
083031J90000CO	O.I.C. 2101 & 2103 CREIGHTON AVENUE RES	2103 C CREIGHTON AVE
083032D00100CO	PROFILE & PRINCIPLE, LLC	1413 A RIVERSIDE DR
083032D00200CO	PROFILE & PRINCIPLE, LLC	1413 B RIVERSIDE DR
083032D90000CO	O.I.C. 1413 RIVERSIDE DRIVE TOWNHOMES	1413 C RIVERSIDE DR
072154B00100CO	SIFUENTES, DANIEL BLAKE ET AL	1428 A RIVERSIDE DR
072154B00200CO	SIFUENTES, DANIEL BLAKE ET AL	1428 B RIVERSIDE DR

072154B00300CO	SIFUENTES, DANIEL BLAKE ET AL	1428 C RIVERSIDE DR
072154B00400CO	SIFUENTES, DANIEL BLAKE ET AL	1428 D RIVERSIDE DR
072154B90000CO	O.I.C. 1428 RIVERSIDE DRIVE TOWNHOMES	1428 E RIVERSIDE DR
072154B90100CO	O.I.C. 1428 RIVERSIDE DRIVE TOWNHOMES	1428 F RIVERSIDE DR
072154F00100CO	508 INVESTORS, LLC	201 MCKENNEL DR
072154F00200CO	508 INVESTORS, LLC	203 MCKENNEL DR
072154F90000CO	O.I.C. MCKENNEL ESTATES	203 B MCKENNEL DR
07215024500	SNAPSHOT DEVELOPMENT, LLC	1528 RIVERSIDE DR
07215024600	SCRIVNER, MARK & ALYCE	1524 RIVERSIDE DR
07215024700	STRAIGHT, MARY C.	1522 RIVERSIDE DR
07215024800	FRANKS, KRISTEN M. & KIMBERLY A.	1520 RIVERSIDE DR
07215025900	JACKSON, STEPHANIE D. & JOSHUA P.	100 MCKENNEL DR
07215026000	BLUING, LEROY A. ET UX	102 MCKENNEL DR
07215026100	HAEHN, THOMAS	104 MCKENNEL DR
07215026200	WILKENING, DOUGLAS TODD	106 MCKENNEL DR
07215026300	BAUGHER HOMES 104, LLC	108 MCKENNEL DR
07215027100	POINTER, CHARLES D. ET UX	1514 RIVERSIDE DR
07215027200	LANE, JAMES E., JR.	1512 RIVERSIDE DR
07215027300	ANDERSON, MATTHEW & TAYLOR	1510 RIVERSIDE DR
07215027400	WEBB, MEAGAN M.	1508 RIVERSIDE DR
07215027500	LEMIEUX, LESLIE EVANS	1506 RIVERSIDE DR
07215027600	FRANCIS, JORDAN & ELYSIA	1504 RIVERSIDE DR
07215027700	BOATRIGTH, MARJORIE A.	1502 RIVERSIDE DR
07215027800	WEBB, MEAGAN & DUSTIN	1500 RIVERSIDE DR
07215028200	RIVERSIDE BENEFICIAL TRUST	1525 RIVERSIDE DR
07215028300	BEASLEY, KIMBERLY D. & COLLINS, SCOTT A.	1523 RIVERSIDE DR
07215028400	DEAN, NORMA C.	1521 RIVERSIDE DR
07215028500	PACELLA, MEGAN LEE	1519 RIVERSIDE DR
07215028700	PISAPIA, JOSEPH V.	0 RIVERSIDE DR
07215028900	MAYNARD, MICHAEL WAYNE	202 MCKENNEL DR
07215029000	MAYNARD, GEARL W. ET UX	204 MCKENNEL DR
07215029100	JONES, EDWIN WORTH ETUX	206 MCKENNEL DR
07215029200	KEITEL, LINDSAY E. & DAVID	208 MCKENNEL DR
07215029300	HOLT, JIMMY R.	210 MCKENNEL DR
07215029800	KILBOURNE, BARBARA J.	1427 PORTER RD
07215029900	PETTY, STEVE R.	1431 PORTER RD
07215030001	HAEHN, THOMAS	107 MCKENNEL DR
07215030100	RUIZ, MARIA DEL ROCIO DIAZ	1436 RIVERSIDE DR
07215030300	PRINCE, ANDREA ALICIA & AGOSTI, ANTHONY GIOVANNI	1430 RIVERSIDE DR
07215030600	JEFFERSON, JUANITA	1431 RIVERSIDE DR
07215030700	BOHANNON, ELIZABETH M.	1433 RIVERSIDE DR
07215030900	MCKAY, HAROLD M. ETUX	209 MCKENNEL DR
07215031000	OLDHAM, DANIEL B., TRUSTEE	211 MCKENNEL DR
07215031700	LEWIS, MATTHEW W.	205 MCKENNEL DR
07215032100	KEITEL, LINDSAY E. & DAVID	0 MCKENNEL DR
07215032600	STARKS, DERRICK	1429 RIVERSIDE DR
07215034000	PISAPIA, JOSEPH V. & SWITZER, JENNIE O.	1515 RIVERSIDE DR
08303019901	UPSIDE, LLC	1419 RIVERSIDE DR
08303020000	TACKETT, LISA K.	1417 RIVERSIDE DR

08303020300	DOWNER, BARRY	1409 RIVERSIDE DR
08303020400	DUKE, JAMES HAROLD	1407 RIVERSIDE DR
08303020500	TERRY, BETTY SOO	1405 RIVERSIDE DR
08303020600	O'MALLEY FAMILY TRUST II	1403 RIVERSIDE DR
08303020700	MILTON, KRISTINA	1401 RIVERSIDE DR
08303020800	THOMSEN, KRISTINA	1315 RIVERSIDE DR
08303020900	CONNOR, RICHARD J. JR.	1311 RIVERSIDE DR
08303021000	CONNOR, RICHARD J. JR.	0 RIVERSIDE DR
08303021100	DONEHEY, MICHAEL M. & KELLY	1309 RIVERSIDE DR
08303021200	UPSIDE, LLC	1301 RIVERSIDE DR
08303027400	TRAPANI, ADAM	1201 RIVERSIDE DR
08303027500	BRYANT, DELORES L. & JAMES D., JR.	1203 RIVERSIDE DR
08303027600	MEMORIAL EVANGELICAL LUTHERN CHURCH	1211 RIVERSIDE DR
08303010800	CATHEY, JANICE	1423 PORTER RD
08303011100	PORTER, HARRY D. ET UX	1415 PORTER RD
08303011200	CAVENDER, ANDREW LYNN ET UX	1413 PORTER RD
08303011300	PENICK, LAWRENCE	1405 PORTER RD
08303011400	BARLOWE, KRISTIN G.	1401 PORTER RD
08303011500	KNUDSTON, DAVID J.	2108 CREIGHTON AVE
08303011600	BROOKS, GINGER	2110 CREIGHTON AVE
08303011700	VANDIVER, JERRY H.	2112 CREIGHTON AVE
08303011800	GAHAN, SANDRA K.	1400 RIVERSIDE DR
08303011900	JONES, WILLIAM T. ET UX	1404 RIVERSIDE DR
08303012000	THOMSEN, SVEND DAHL & HUFFER, RITA A.	1406 RIVERSIDE DR
08303012100	KNUDSTON, DAVID J.	0 CREIGHTON AVE
08303012200	NORMAN, JAMES S.	1414 RIVERSIDE DR
08303012300	BURNETT, WANDA MONTGOMERY	1422 RIVERSIDE DR
08303012400	COLVIN, SHELLY & JEFFREY H. & CLOUD, NANCY	1426 RIVERSIDE DR
08303012500	MILLER, MATTIE	1311 PORTER RD
08303012700	GAFFORD, KAREN & JAMES	2109 CREIGHTON AVE
08303012800	NEELY, MICHAEL T.	2111 CREIGHTON AVE
08303012900	PATTON, JEFFREY M.	2113 CREIGHTON AVE
08303013000	DARVIN, ELLEN M.	1312 RIVERSIDE DR
08303013100	ESTES, JACOB NEILSON	1310 RIVERSIDE DR
08303013200	CHAPMAN, PAUL ETUX	1308 RIVERSIDE DR
08303013300	TADLOCK, JAMES O. & LESLIE M.	1306 RIVERSIDE DR
08303013400	FRAZIER, JAMIE STEVEN	1304 RIVERSIDE DR
08303013500	SHERMAN, MICHAEL	1302 RIVERSIDE DR
08303013600	BRAKEBILL, JAMES M.	1300 RIVERSIDE DR
08303013700	GRACE, ROBERT & JANET	2115 CARTER AVE
08303013800	SMITH, JAMES L., JR.	2113 CARTER AVE
08303013900	VAUGHN, MICHAEL L.	2111 CARTER AVE
08303014000	JONES, FRANCIS W.	2109 CARTER AVE
08303014100	STEELE, JAMES H. & ALLEN, JULIA E.	2107 CARTER AVE
08303014200	AVENT, CAMILLUS L. JR. & SAMANTHA M.	2105 CARTER AVE
08303014500	LANDRUM, CURTIS R. & LINDSAY K.	1305 PORTER RD
08303014600	O'MALLEY FAMILY TRUST II, THE	1307 PORTER RD
08303014700	BRITT, ERIC & SULLIVAN, WHITNEY	1309 PORTER RD
08303014800	EGGER, ASHLEY E.	2104 CARTER AVE

08303014900	NAPPER, SHARRON	2106 CARTER AVE
08303015000	ROBERTS, SHERYL L.	2108 CARTER AVE
08303015200	HOMESTEADY PROPERTIES LLC	2114 CARTER AVE
08303015300	AMER, SAMER & AHMAD, HADEEL	1210 RIVERSIDE DR
08303015400	MOTHERSHIP VENTURES, LLC	1208 RIVERSIDE DR
08303015500	CROSS, LISA M.	1206 RIVERSIDE DR
08303015600	PROGRESSIVE DEVELOPMENT, LLC	1204 RIVERSIDE DR
08303015700	HILL, ELISA & BRAD	1202 RIVERSIDE DR
07215030200	RICHARDSON, EMILY	1432 RIVERSIDE DR

AMENDMENT NO. \_\_\_\_\_  
TO  
ORDINANCE NO. BL2018-1085

Mr. President –

I move to amend Ordinance No. BL2018-1085 as follows:

I. By amending Section 3 by deleting it in its entirety and substituting therefore the following:

Section 3. Be it further enacted, that the uses of this SP shall be limited to a maximum of ~~34,000 square feet of general retail and 4,000 square feet of restaurant, fast food~~ 38,000 square feet of a combination of the following uses: financial institution; grocery store; personal care services; personal instruction; restaurant, fast-food; restaurant, full services; restaurant, take-out; and retail (excluding automobile sales, used or automobile service).

II. By amending Section 4 by deleting it in its entirety and substituting therefore the following:

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

1. Comply with all conditions of Metro Public Works and Traffic and Parking.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
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.
4. Ground signs shall be limited to monument signs with a masonry base.
5. There shall be no pole or billboard signs, nor shall there be changeable LED, video signs or similar signs allowing automatic changeable messages.
6. Lighting from all signs shall be contained solely within the boundaries of the site.
7. EFIS, vinyl siding, and untreated wood shall be prohibited. Construction materials shall otherwise be of the highest quality, including but not limited to brick, stone masonry or hardie board products.

INTRODUCED BY:

\_\_\_\_\_  
Fabian Bedne  
Member of Council

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

TO

ORDINANCE NO. BL2018-1090

Mr. President –

I move to amend Ordinance No. BL2018-1090 as follows:

I. By amending Section 4. to remove Condition 2 and Condition 7 and renumber all other conditions as follows:

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

1. The development shall provide adequate access that meets the requirements of the Fire Marshal's Office and Department of Public Works.
- ~~2. On the corrected set, modify the ten-foot wide standard "C" buffer along the eastern and property line to be outside of the stream buffer areas.~~
- ~~3.~~ 2. On the corrected set, include supplemental landscaping in the open space near the southern property line, outside of the stream buffer.
- ~~4.~~ 3. On the corrected set, include a cross access easement along the drive aisle between the site's entrance and the surface parking lot for future east-west connectivity.
- ~~5.~~ 4. A joint access easement shall be recorded with the final site plan to establish future connectivity to the west (APN # 10211004400).
- ~~6.~~ 5. 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.
- ~~7. On the final site plan, the solid waste containers shall be screened with a 6-foot decorative opaque wall or fence.~~
- ~~8.~~ 6. The final site plan shall comply with Metro Zoning Code Parking requirements.
- ~~9.~~ 7. The final site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.
- ~~10.~~ 8. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
- ~~11.~~ 9. The final site plan shall label all internal driveways as "Private Driveways". A note shall be added to the final site plan that the driveways shall be maintained by the Homeowner's Association.
- ~~12.~~ 10. Requesting this rezoning may affect the provision of affordable or workforce housing units in rental projects involving five or more rental units on site, as set forth in Ordinance Nos. BL 2016-133, and BL2016-342, which authorizes Metro grants to offset the provision of affordable or workforce housing units.
- ~~13.~~ 11. Comply with all conditions of Stormwater, Water Services, and Public Works.

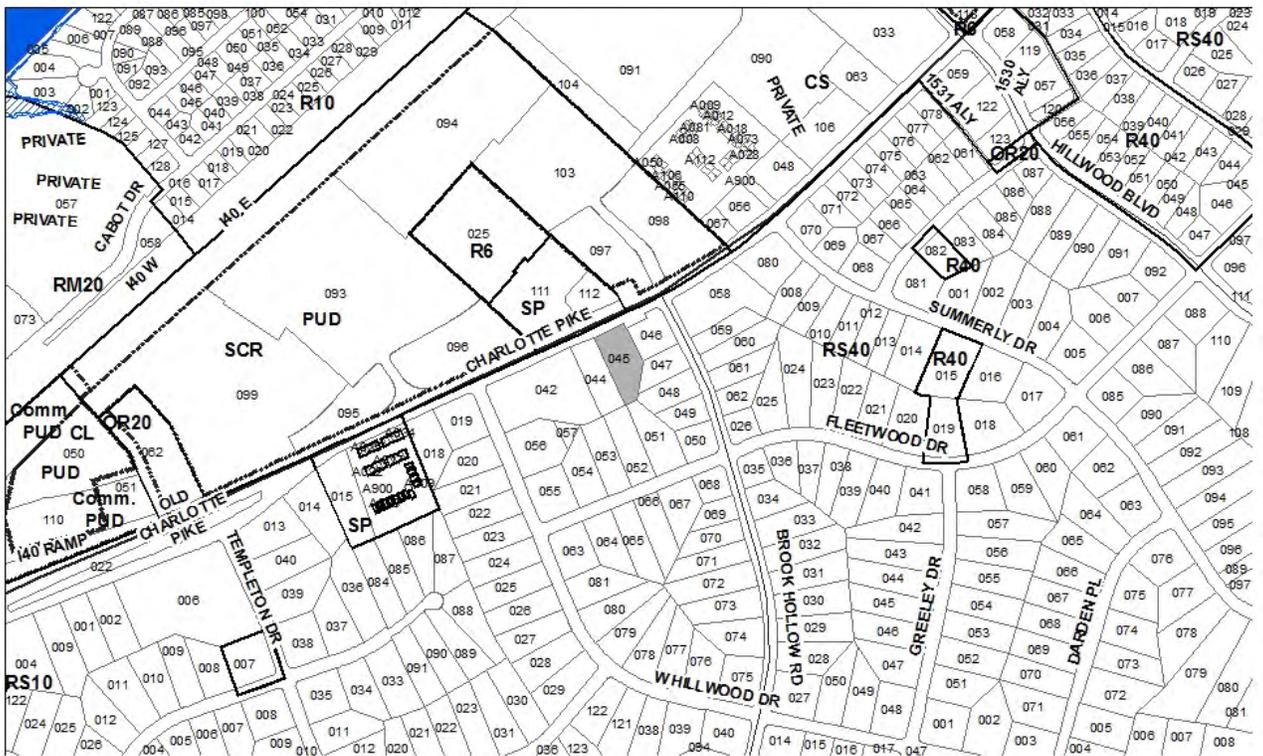
II. By replacing the site plan with a revised site plan.

INTRODUCED BY:

\_\_\_\_\_  
Councilmember Mina Johnson

2017SP-098-001  
6719 CHARLOTTE PIKE SP  
Map 102-11, Parcel(s) 045  
Subarea 07, West Nashville  
District 23 (M. Johnson)  
Application fee paid by: Magnolia Properties

A request to rezone from RS40 to SP zoning for property located at 6719 Charlotte Pike, approximately 175 feet west of Brook Hollow Road, (1.1 acres), to permit 11 multi-family, units, requested by Dale & Associates, applicant; JV Hospitality Group, LLC, owner.



**EROSION CONTROL & GRADING NOTES**

- 1) EXPOSE AS SMALL AN AREA OF SOIL AS POSSIBLE ON THE SITE FOR NO MORE THAN 15 DAYS. KEEP DUST WITHING TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
- 2) ALL CUT/FILL AREAS TO HAVE A MINIMUM OF 6" OF TOPSOIL COVER. AREAS DRESSED WITH TOPSOIL SHALL RECEIVE 12POUNDS PER 1000 SQUARE FEET OF 6-12-12 FERTILIZER (UNLESS OTHER WISE SPECIFIED IN WRITTEN SPECIFICATIONS), 5 POUNDS OR MORE OF KENTUCKY 31 FESCUE SEED PER 1000 SQUARE FEET, AND A STRAW MULCH COVER OF 70%-80% COVERAGE (APPROXIMATELY 125 POUNDS PER 1000 SQUARE FEET), UNLESS OTHERWISE NOTED WITHIN WRITTEN SPECIFICATIONS.
- 3) EROSION CONTROL BARRIER IS CALLED OUT ON PLANS AND IS TO COMPLY WITH THE METROPOLITAN STORMWATER MANAGEMENT MANUAL, VOLUME FOUR, SECTION TCP-14.
- 4) DISTURBED AREAS ARE TO BE GRADED TO DRAIN AS INDICATED IN THE PLAN TO SEDIMENT BARRIERS DURING AND UPON THE COMPLETION OF CONSTRUCTION.
- 5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND THE LOCATION OF ANY EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGE TO ALL EXISTING UTILITIES DURING CONSTRUCTION. IF DAMAGE DOES OCCUR TO ANY SUCH INSTALLATION, FULL REPAIR WILL BE ACCOMPLISHED AS PER THE CURRENT SPECIFICATION GOVERNING SUCH WORK.
- 6) ANY ACCESS ROUTES TO THE SITE SHALL BE BASED WITH CRUSHED STONE, ASTM #1 STONE, 100 FEET LONG AND AT LEAST 6" THICK.
- 7) THE PLACING AND SPREADING OF ANY FILL MATERIAL IS TO BE STARTED AT THE LOWEST POINT AND BROUGHT UP IN HORIZONTAL LAYERS OF 8" THICKNESS (OR AS DIRECTED BY THE SOILS INVESTIGATIVE REPORT). SAID FILL MATERIAL IS TO BE FREE OF SOD, ROOTS, FROZEN SOILS, OR ANY OTHER DECOMPOSABLE MATERIAL. SAID FILL IS TO BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR, OR AS OTHERWISE SPECIFIED BY THE SOILS REPORT OR WRITTEN SPECIFICATIONS.
- 8) THE CONTRACTOR SHALL NOTIFY THE METRO DAVIDSON COUNTY DEPARTMENT OF PUBLIC WORKS CONSTRUCTION COMPLIANCE DIVISION, THREE DAYS PRIOR TO BEGINNING THE WORK.
- 9) THE CONTRACTOR SHALL LOCATE AND STAKE THE LAYOUT OF THE SITE IN THE FIELD FOR INSEPTION BY THE ENGINEER. THE CONTRACTOR SHALL CHECK THE GRADES AND FINAL DIMENSIONS ON THE GROUND, AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY FOR A DECISION.
- 10) SURPLUS EXCAVATION OF TOPSOIL SHALL BE PLACED ON THE SITE AS APPROVED BY THE OWNER FOR THE PURPOSE OF FUTURE LANDSCAPE USE.
- 11) THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY TEMPORARY WORKS FOR THE PROTECTION OF THE PUBLIC AND EMPLOYEES, INCLUDING WARNING SIGNS AND LIGHTS.
- 12) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES OR ADJACENT PREMISES OR INJURIES TO THE PUBLIC DURING THE CONTRUCTION CAUSED BY HIMSELF, HIS SUB-CONTRACTORS, OR THE CARELESSNESS OF ANY OF HIS EMPLOYEES.
- 13) ALL WORK IS TO BE COMPLETED WITH COMPLIANCE TO THE RULES AND REGULATIONS SET FORTH BY METRO WATER SERVICES. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICE, OBTAIN ALL PERMITS, AND PAY FEES REQUIRED FOR THE COMPLETION OF HIS PORTION OF THE WORK. HE SHALL ALSO COMPLY WITH ALL CITY, COUNTY AND STATE LAWS AND ORDINANCE OR REGULATIONS RELATING TO PORTIONS OF WORK WHICH HE IS TO PERFORM.
- 14) ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL SITE IS STABILIZED & CONSTRUCTION IS COMPLETE.
- 15) CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING IN ACCORDANCE WITH METRO CP-10 & CP-13. LOCATION TO BE COORDINATED WITH THE NPDES DEPARTMENT DURING THE PRE-CONSTRUCTION MEETING.

**PUBLIC WORKS NOTES**

- 1) ALL WORK WITHIN THE PUBLIC RIGHT OF WAY REQUIRES AN EXCAVATION PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS.
- 2) PROOF-ROLLING OF ALL STREET SUBGRADES IS REQUIRED IN THE PRESENCE OF THE PUBLIC WORKS INSPECTOR. INSPECTION OF THE BINDER COURSE IS REQUIRED PRIOR TO FINAL PAVING IN THE PRESENCE OF THE PUBLIC WORKS INSPECTOR. THESE REQUESTS ARE TO BE MADE 24 HOURS IN ADVANCE.
- 3) STOP SIGNS ARE TO BE 30 INCH BY 30 INCH.
- 4) STREET SIGNS TO HAVE SIX INCH WHITE LETTERS ON A NINE INCH GREEN ALUMINUM BLADE, HIGH INTENSITY REFLECTIVE.
- 5) ALL PAVEMENT MARKING ARE TO BE THERMOPLASTIC.

**WATER & SEWER NOTES**

- 1) ALL WATER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND STANDARD DETAILS OF THE METRO WATER SERVICES.
- 2) THE CONTRACTOR IS RESPONSIBLE FOR REIMBURSING THE METRO WATER SERVICES THE COST OF INSPECTION.
- 3) THE CONTRACTOR IS TO PROVIDE AND MAINTAIN THE CONSTRUCTION IDENTIFICATION SIGN FOR PRIVATE DEVELOPMENT APPROVED.
- 4) ALL CONNECTIONS TO EXISTING MANHOLES SHALL BE BY CORING AND RESILIENT CONNECTOR METHOD.
- 5) REDUCED PRESSURE BACKFLOW PREVENTION DEVICES (RPBP) OR DUAL CHECK VALVE WILL BE REQUIRED ON ALL TEST AND FILL LINES (JUMPER) NEEDED FOR WATER MAIN CONSTRUCTION AND MUST BE APPROVED BY THE METRO WATER SERVICES.
- 6) ALL WATER METERS SHALL BE A MINIMUM OF 24" NOT TO EXCEED A MAXIMUM OF 28" BELOW FINISHED GRADE.
- 7) PRESSURE REGULATING DEVICES WILL BE REQUIRED ON THE CUSTOMER SIDE OF THE METER WHEN PRESSURES EXCEED 100 PSI.
- 8) PRESSURE REGULATING DEVICES WILL BE REQUIRED ON THE STREET SIDE OF THE METER WHEN PRESSURES EXCEED 150 PSI.

**LANDSCAPE NOTES**

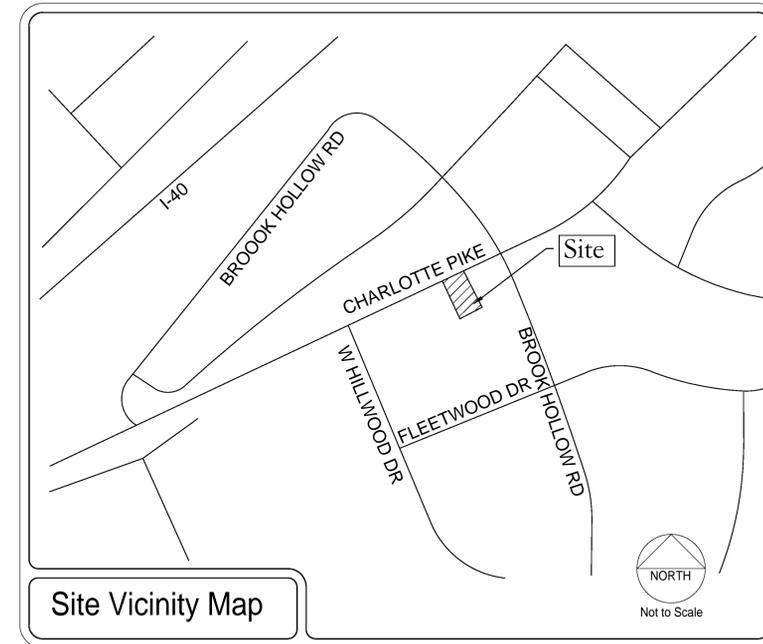
- 1) THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE RESPONSIBLE FOR AND DAMAGE TO UTILITIES. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES AND TAKE PRECAUTIONS TO PREVENT DAMAGE TO THE UTILITIES.
- 2) ALL PLANTING AND MULCH BEDS SHALL BE SPRAYED WITH ROUND-UP (CONTRACTOR'S OPTION) PRIOR TO THE INSTALLATION OF MULCH.
- 3) PLANT MATERIALS AND STUMPS INDICATED FOR REMOVAL SHALL BE REMOVED AND DISPOSED OFF-SITE BY THE CONTRACTOR. BACKFILL HOLES WITH TOPSOIL FREE OF ROOTS AND ROCKS.
- 4) THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINE GRADING OF ALL PLANTING AREAS.
- 5) ALL PLANTING AREAS SHALL BE FERTILIZED WITH 12#/1000 S.F. OF 10-10-10 FERTILIZER.
- 6) ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 3" DEPTH OF SHREDDED HARDWOOD BARK MULCH.
- 7) THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL MATERIAL QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- 8) THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH WRITTEN INSTRUCTIONS ON THE PROPER CARE OF ALL SPECIFIED PLANT MATERIALS PRIOR TO FINAL PAYMENT.
- 9) EXISTING TREES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION DAMAGE. SELECTIVELY PRUNE DEAD WOOD.
- 10) ALL DISTURBED AREAS SHALL BE PLANTED WITH TURF AS INDICATED ON THE MATERIALS SCHEDULE.
- 11) ALL DECIDUOUS TREES, EXISTING AND PROPOSED SHALL BE PRUNED TO PROVIDE 4' MINIMUM CLEAR TRUNK UNLESS OTHERWISE NOTED.
- 12) THE LANDSCAPE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIALS AND REPLACE ANY DEAD OR DYING MATERIAL WITHIN THAT TIME PERIOD.
- 13) NO PLANT MATERIALS SHOULD BE SUBSTITUTED WITHOUT AUTHORIZATION BY DALE & ASSOCIATES. PLANT SIZES SHOWN ARE MINIMUMS REQUIRED BY THE LOCAL MUNICIPALITY AND MATERIALS SHOWN HAVE BEEN SELECTED SPECIFICALLY FOR THIS PROJECT.
- 14) ALL WIRE BASKETS SHALL BE COMPLETELY REMOVED AND DISPOSED OF. BURLAP SHOULD BE REMOVED OR PUNCTURED IN AT LEAST 5 PLACES. REMOVE ALL TWINE FROM BURLAPPED MATERIALS.
- 15) GUYING IS NOT ALLOWED UNLESS REQUIRED BY MUNICIPALITY OR SITE CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL REMOVE WIRES AFTER A ONE YEAR PERIOD.
- 16) NO CANOPY TREE SHALL BE LOCATED WITHIN 15' OF AN OVERHEAD UTILITY. NO TREE SHALL BE LOCATED WITHIN A PUBLIC UTILITY EASEMENT. LOCATING PLANT MATERIALS WITHIN A DRAINAGE EASEMENT IS ACCEPTABLE, BUT ONLY IF INSTALLED AS NOT TO DISTURB EXISTING DRAINAGE FLOW. IN SUCH INSTANCES, THE MATERIALS SHALL BE LOCATED NO CLOSER THAN 5' FROM THE CENTERLINE OF DRAINAGE.
- 17) LIGHTING PLAN TO BE COORDINATED WITH PROPOSED PLANTING PLAN. NO LIGHT POLES TO BE LOCATED IN TREE ISLANDS. SEE LIGHTING PLAN FOR PROPOSED LIGHT LOCATIONS.

**ARCHITECTUAL NOTES**

- BUILDING ELEVATIONS FOR ALL STREET FACADES SHALL BE PROVIDED WITH THE FINAL SITE PLAN. THE FOLLOWING STANDARDS SHALL BE MET:
- A. BUILDING FACADES FRONTING A STREET AND COURTYARD SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 15% GLAZING.
  - B. WINDOWS SHALL BE VERTICALLY ORIENTED AT A RATIO OF 1.5:1 OR GREATER, EXCEPT FOR DORMERS.
  - C. EIFS, VINYL SIDING AND UNTREATED WOOD SHALL BE PROHIBITED.
  - D. PORCHES SHALL PROVIDE A MINIMUM OF SIX FEET OF DEPTH.
  - E. A RAISED FOUNDATION OF 18" - 36" IS REQUIRED FOR ALL RESIDENTIAL STRUCTURES.

**STANDARD SP NOTES**

- 1) THE PURPOSE OF THIS SP IS TO PERMIT 11 RESIDENTIAL UNITS.
- 2) ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 & APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- 3) THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA AS IDENTIFIED BY FEMA ON MAP 47037C0219H DATED APRIL 5, 2017.
- 4) ALL PUBLIC SIDEWALKS ARE TO BE CONSTRUCTED IN CONFORMANCE WITH METRO PUBLIC WORKS SIDEWALK DESIGN STANDARDS.
- 5) WHEEL CHAIR ACCESSIBLE CURB RAMPS, COMPLYING WITH APPLICABLE METRO PUBLIC WORKS STANDARDS, SHALL BE CONSTRUCTED AT STREET CROSSINGS.
- 6) THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHAL'S OFFICE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- 7) SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO RIGHT OF WAY IS 15" CMP).
- 8) METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT & UNENCUMBERED INGRESS & EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE & INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
- 9) INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICE LINES ARE REQUIRED FOR EACH UNIT.
- 10) SOLID WASTE PICKUP TO BE PROVIDED BY INDIVIDUAL ROLL-AWAY CANS. DEVELOPER TO CONTRACT WITH PRIVATE HAULER.
- 11) 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.
- 12) FOR ANY DEVELOPMENT STANDARDS, REGULATIONS AND REQUIREMENTS NOT SPECIFICALLY SHOWN ON THE SP PLAN AND/OR INCLUDED AS A CONDITION OF COMMISSION OR COUNCIL APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE STANDARDS, REGULATIONS AND REQUIREMENTS OF THE RM15 ZONING DISTRICT AS OF THE DATE OF THE APPLICABLE REQUEST OR APPLICATION.
- 13) THE FINAL SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
- 14) DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT, AS IT PERTAINS TO STORMWATER APPROVAL/COMMENTS ONLY. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE STORMWATER REGULATIONS AT THE TIME OF FINAL APPLICATION.
- 15) THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORM WATER MANAGEMENT MANUAL VOLUME 1 REGULATIONS.



Site Vicinity Map

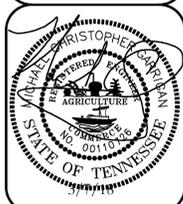
SPECIFIC PLAN DEVELOPMENT SUMMARY	
USE	(MULTIFAMILY)
PROPERTY ZONING	RS40 SURROUNDING ZONING RS40, SP
MINIMUM LOT SIZE	NOT APPLICABLE
NUMBER OF RESIDENTIAL UNITS/DENSITY	11 TOTAL UNITS (10 UN/AC)
FAR	0.80 MAXIMUM
ISR	0.70 MAXIMUM
STREET YARD SETBACK:	10' FRONT 5' B FROM PROPOSED PROPERTY LINE
SIDE YARD	10'
REAR YARD	20'
HEIGHT STANDARDS	Units 1-9: 3 STORIES MAX. IN 35 FEET (MEASURED TO ROOFLINE) Units 10-11: 2 STORIES MAX. IN 27 FEET (MEASURED TO ROOFLINE) *EXTERIOR BALCONIES SHALL BE PROHIBITED ALONG THE 3RD FLOOR OF ALL UNITS, WITH THE EXCEPTION OF UNITS 1-5. THE DEPTH OF EXTERIOR 3RD FLOOR BALCONIES ON UNITS 1-5 MAY NOT EXCEED 4'-6"
PARKING AND ACCESS	
RAMP LOCATION AND NUMBER	UNIT ACCESS VIA CHARLOTTE PIKE
DISTANCE TO NEAREST EXISTING RAMP (MINIMUM 30')	+/- 30' TO THE WEST ON CHARLOTTE PIKE
DISTANCE TO INTERSECTION	+/- 350' EAST TO BROOK HOLLOW
PARKING PROVIDED	(12) 90' STALLS + (12) COVERED STALLS = 24 TOTAL STALLS



REVISIONS:  
PC Comments: 11/21/17

Preparation Date: MAR 2017

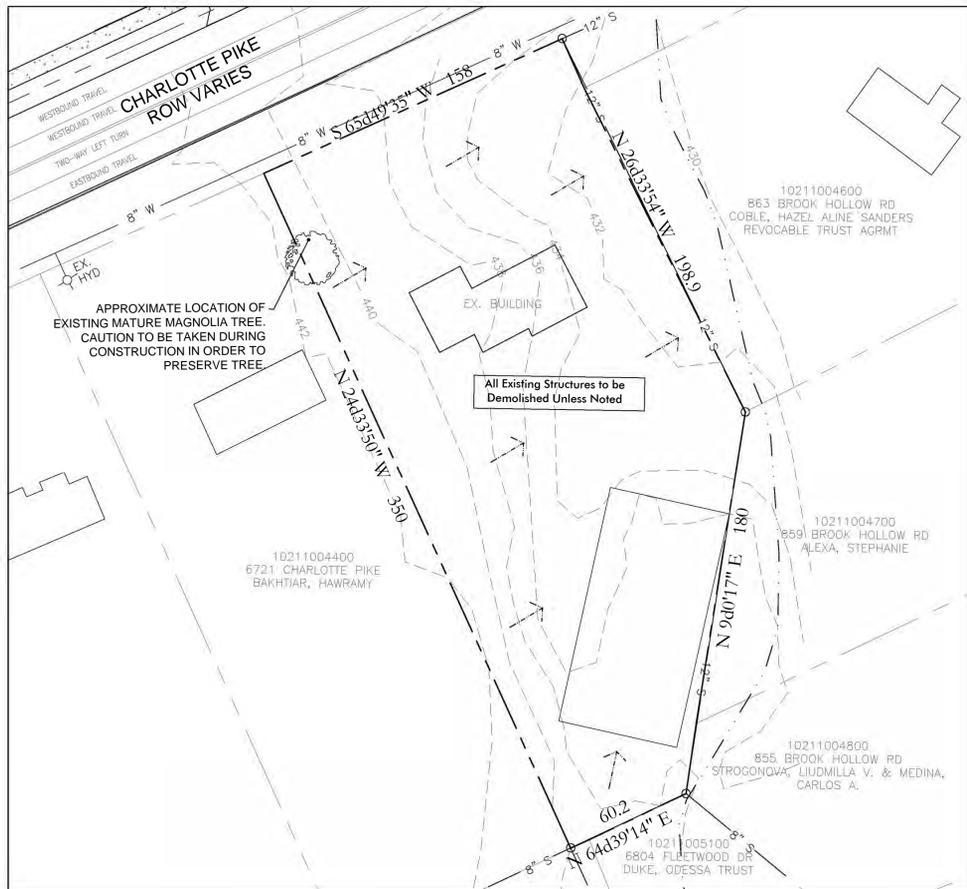
**6719 CHARLOTTE PIKE SP**  
**Preliminary Specific Plan**  
 BEING PARCEL 45 ON TAX MAP 102-11  
 Nashville, Davidson County, Tennessee



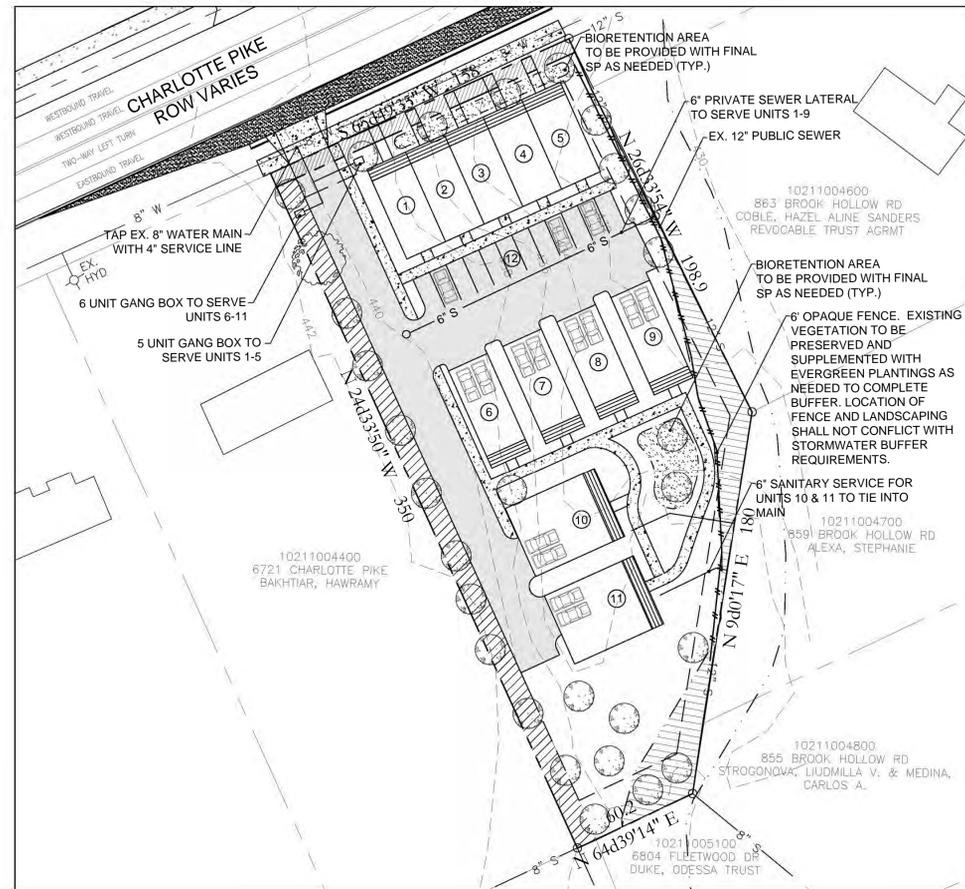
Dale & Associates

Consulting Civil Engineering  
 Land Planning & Zoning  
 Surveying  
 Landscape Architecture

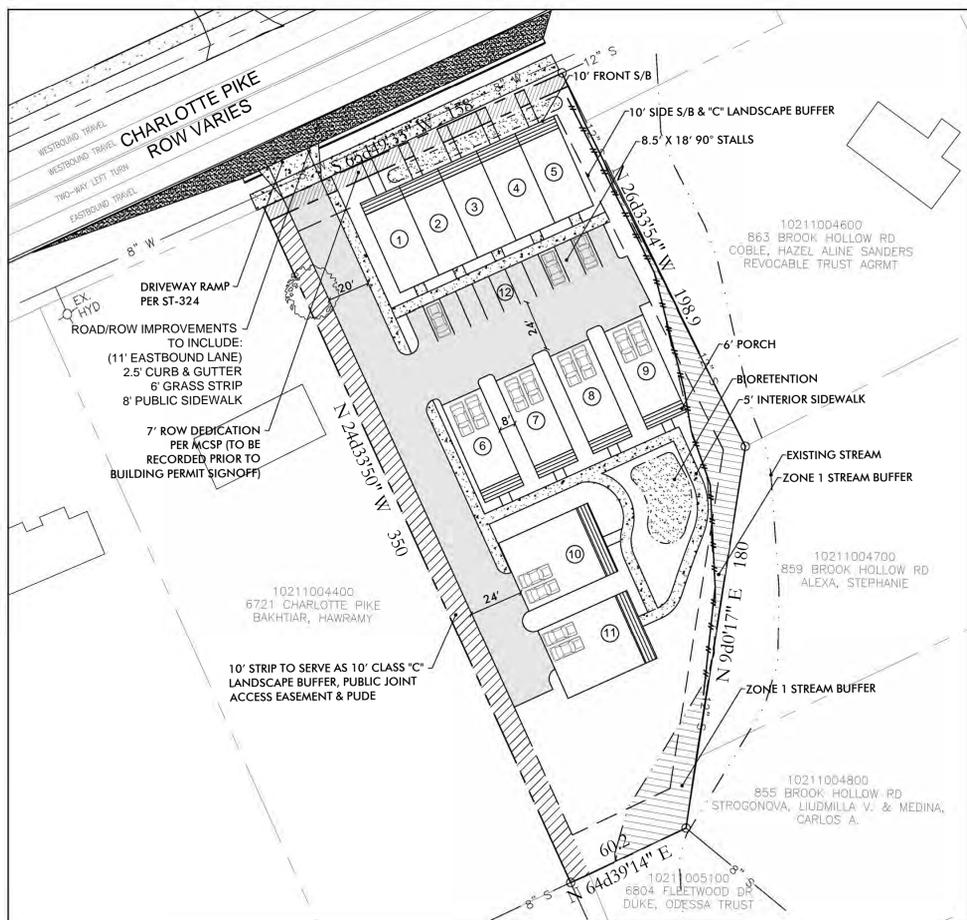
MPC Case Number  
**2017SP-098-001**  
 D&A Project #17141  
 6719 Charlotte Pike SP  
C1.0  
 Sheet 1 of 2



Existing Conditions (1"=40')



Proposed Utility & Grading Plan (1"=40')



Proposed Layout (1"=40')

**STORMWATER NOTES**

- 1) THE SOIL TYPE FOR THIS SITE IS MAURY-URBAN LAND COMPLEX, 2 TO 7 PERCENT SLOPES WHICH FALLS WITHIN THE "B" HYDROLOGICAL SOIL GROUP.
- 2) THIS SITE IS RESPONSIBLE FOR WATER QUALITY AND WATER QUANTITY. FINAL SP SHALL DEPICT COMPLIANCE WITH VOLUME 5 OF THE STORM WATER MANAGEMENT (LID MANUAL).
- 3) STORM SEWER SYSTEM ON THIS PLAN IS SHOWN SCHEMATICALLY. FINAL DESIGN WILL BE PROVIDED DURING THE FINAL SP PROCESS AND WILL MEET THE REQUIREMENTS OF THE STORMWATER MANAGEMENT MANUAL.

**UTILITY NOTES**

- 1) WATER AND SEWER SERVICE TO BE PROVIDED BY METRO WATER SERVICES.
- 2) WATER AND SEWER SERVICES ARE SCHEMATICALLY SHOWN. FINAL WATER AND SEWER SERVICE LOCATIONS WILL BE PROVIDED DURING FINAL SP PROCESS.
- 3) WATER SERVICE SHALL BE PROVIDED BY AN 8" PUBLIC WATER LINE EXTENSION. INDIVIDUAL WATER METERS SHALL BE PROVIDED FOR EACH UNIT.
- 4) SEWER SERVICE SHALL BE PROVIDED BY AN 8" PUBLIC SEWER EXTENSION. INDIVIDUAL SERVICES TO BE PROVIDED FOR EACH UNIT.

**TREE DENSITY NOTES**

METRO TREE DENSITY REQUIREMENTS WILL BE ADDRESSED IN FINAL CONSTRUCTION DOCUMENTS. AT THE PRELIMINARY PHASE OF THIS PROJECT NO TREE INFORMATION IS AVAILABLE.

**TREE DENSITY UNITS:**

- 1.1 AC - 21 AC = 0.89 AC x 14 = 12.5 TDU'S REQ'D
- 28 PROPOSED 2" CALIPER TREES = 14 TDU PROV.
- (NOTE: DOES NOT INCLUDE EX. TREES TO BE PRESERVED)
- \*TDU EXCEEDED

**PRE/POST CALCULATIONS**

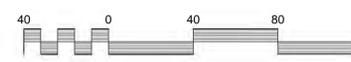
EXISTING CONDITIONS	
TOTAL SITE AREA	= 1.1 ACRES
EXISTING IMPERVIOUS	= 0.20 AC @ 98
PRE-DEVELOPED GRASS	= 0.90 AC @ 69
COMPOSITE CN = 74.3	

POST-DEVELOPMENT	
TOTAL SITE AREA	= 1.1 ACRES
IMPERVIOUS ROADWAY/CONC.	= 0.55 AC @ 98
POST-DEVELOPED GRASS	= 0.55 AC @ 69
COMPOSITE CN = 83.5	

PRELIMINARY CALCULATIONS ABOVE SHOWS THAT THIS PROJECT WILL INCREASE THE AMOUNT OF RUNOFF GENERATED BY THIS SITE. THEREFORE, WATER QUANTITY OR DETENTION IS REQUIRED AND PROPOSED THROUGH POCKET RAIN GARDENS AS WELL AS PERVIOUS PAVEMENT.



TOTAL AREA = 1.1 ACRES  
= 47,916 S.F.



SCALE: 1" = 40'

**Proposed SP**



REVISIONS:  
PC Comments: 11/21/17  
PC Comments: 2/14/18

Preparation Date: MAR 2017

**6719 CHARLOTTE PIKE SP**  
**Preliminary Specific Plan**  
BEING PARCEL 45 ON TAX MAP 102-11  
Nashville, Davidson County, Tennessee



**Dale & Associates**  
Consulting Civil Engineering  
Land Planning & Zoning  
Landscape Architecture

MPC Case Number  
**2017SP-098-001**  
D&A Project #17141  
6719 Charlotte Pike SP

**C2.0**  
Sheet 2 of 2





AMENDMENT NO. \_\_\_\_\_  
TO  
ORDINANCE NO. BL2018-1100

Mr. President –

I move to amend Ordinance No. BL2018-1100 as follows:

I. By amending Section 4 by deleting subsection 1 thereof it in its entirety and substituting the following in lieu thereof:

1. Uses within this SP shall be limited to All Uses permitted by MUL with the following excluded uses: Alternative Financial Services; Bar or Nightclub; Flea Market; Hotel/Motel; Mobile Storage Unit; Automotive Parking; Multifamily Housing, Boarding House; Convenience retail; Medical or Scientific Lab; Automobile convenience; Beer and cigarette market; Car wash; Funeral home; Hotel; and Mobile storage unit.

II. By further amending Section 4 by deleting subsection 2 thereof it in its entirety and substituting the following in lieu thereof:

2. There shall be a Class ~~"B-1"~~ 20-foot wide "C" landscape buffer located adjacent to any residentially zoned property.

III. By further amending Section 4 by adding the following condition after subsection 18:

19. All light and glare from directional and parking lot lighting shall be directed on-site and shall not protrude beyond the boundaries of the property, thereby ensuring surrounding properties are not adversely affected by increases in direct or indirect ambient light.

INTRODUCED BY:

\_\_\_\_\_  
Robert Swope  
Member of Council

AMENDMENT NO. \_\_\_\_\_  
TO  
ORDINANCE NO. BL2018-1108

Mr. President –

I move to amend Ordinance No. BL2018-1108 as follows:

I. By amending the initial recital clause by deleting it in its entirety and substituting the following in lieu thereof:

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished in order to allow and accommodate use of the underlying property as a driveway; and,

II. By amending the initial recital clause by deleting it in its entirety and substituting the following in lieu thereof:

WHEREAS, the abandonment has been requested by Dale and Associates for purposes of allowing the underlying property to be used as a driveway; and,

INTRODUCED BY:

\_\_\_\_\_  
Kathleen Murphy  
Member of Council