



# **Metropolitan Council**

**PROPOSED AMENDMENTS PACKET  
FOR THE COUNCIL MEETING OF  
TUESDAY, FEBRUARY 1, 2022**

AMENDMENT NO. \_\_\_\_  
TO  
SUBSTITUTE ORDINANCE NO. BL2021-832

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2021-832 as follows:

I. By amending Section 1, proposed Metropolitan Code Section 17.40.780.B.5.c. by deleting the subsection in its entirety and replacing it with the following:

c. The "Estimated new tax revenue" is the tax revenue generated by the additional units constructed as a result of the bonus height associated with Inclusionary Housing. This tax revenue shall be determined by ~~the Metro Department of Finance in consultation with the Davidson County Property Assessor's office.~~ This revenue to be used to subsidize housing rentals, shall be determined by the Metropolitan Government prior to the Planning Department's review of a proposed development or site plan subject to this Section.

SPONSORED BY:

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Burkley Allen  
Member of Council

**SUBSTITUTE RESOLUTION NO. RS2022-1356**

**A resolution appropriating \$20,000,000.00 in American Rescue Plan Act funds from Fund #30216 to create a Nashville Small Business Recovery Fund.**

WHEREAS, on June 15, 2021, the Metropolitan Council passed Resolution RS2021-966, a resolution which accepted grant funds for local government support from the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act of 2021 (“ARP Funds”) from the U.S. Department of the Treasury to The Metropolitan Government of Nashville and Davidson County, which was subsequently signed into law by Mayor John Cooper on June 16, 2021; and,

WHEREAS, Resolution RS2021-966 established a COVID-19 Financial Oversight Committee (“the Committee”) whose role is to collect, consider, and recommend appropriate uses of the ARP Funds as designated by the Metropolitan Council disbursement plan. The Committee will submit its reports and recommendations to the Mayor, the Director of Finance, and the Metropolitan Council not later than June 30, 2025; and,

WHEREAS, there are federal requirements for use of ARP Funds that require that these funds be expended or obligated on or before December 31, 2024; and,

WHEREAS, the Committee recognizes that supporting local business development, including the maintenance and sustainability of small businesses, is a critical priority for the city; and,

WHEREAS, the Committee recognizes the negative financial effects of the COVID-19 pandemic as they apply to local small businesses and their employees; and,

WHEREAS, the Mayor’s Office of Economic and Community Development recognizes the importance of ensuring that Nashville’s small businesses have the adequate support to recover from the impacts of the COVID-19 global pandemic; and,

WHEREAS, the Mayor’s Office of Economic and Community Development seeks to create a program that helps small businesses throughout the Metropolitan Nashville and Davidson County with a focus on businesses in North Nashville/Bordeaux and the areas of distress; and,

WHEREAS, the program will allocate \$9,000,000 to a grant program under the NSBRF in which \$2,500,000 will be for small businesses in North/Nashville/Bordeaux; \$3,000,000 for businesses in distressed areas of Davidson County and \$3,500,000 for businesses throughout the county that meet the guidelines of the program; and,

WHEREAS, the program will allocate another \$9,000,000 to a Neighborhood Nashville Opportunity Fund that is managed by Pathway Lending in which \$2,500,000 of the allocation will be focused on providing loans to businesses in North Nashville/Bordeaux and the balance of the program of the capital will be available to all businesses in Davidson County that meet the requirements of the program; and,

WHEREAS, the Mayor’s Office of Economic and Community Development seeks to work with Pathway Lending, in partnership with financial institutions located in the North Nashville/Bordeaux area, to recapitalize the Neighborhood Nashville Opportunity Fund and to provide services to the small businesses in Nashville and Davidson County; and,

WHEREAS, the Committee and Mayor's Office recommend \$2,000,000 be allocated to the non-profit community to provide technical assistance, marketing, and outreach to the small businesses in Nashville and Davidson County; and,

WHEREAS, the Mayor's Office of Economic and Community Development seeks to establish and provide for the administration of the Nashville Small Business Recovery Program to support local economic development by maintaining small business operations and creating/retaining employment in Metropolitan Nashville, details of which are described in more detail in Exhibit A; and,

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

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

Section 1. The Metropolitan Council accepts this resolution as a recommendation of the COVID-19 Financial Oversight Committee.

Section 2. That \$20,000,000.00 from the Covid-19 American Rescue Plan Fund #30216 is hereby appropriated to the Mayor's Office of Economic and Community Development to be used in described in Exhibit A.

Section 3. This resolution shall take effect from and after its final passage, the welfare of the public requiring it.

SPONSORED BY:

\_\_\_\_\_  
Jennifer Gamble  
Member of Council

**RESOLUTION NO. RS2022-\_\_\_\_\_**

**A resolution honoring the life of Hispanic community leader and journalist Eliud Treviño.**

WHEREAS, prominent Hispanic community member and leader Eliud Treviño passed away on January 23, 2022 at the age of 77; and

WHEREAS, Eliud Treviño was born to Mexican parents Cruz and Maria Treviño on January 10, 1945 and grew up in Odessa, Texas; and

WHEREAS, he moved to Nashville in 1994 and subsequently began his successful career in media by renting three hours of studio time in the evening at WNQM, a gospel station by day; and

WHEREAS, Treviño played selections of his favorite music and eventually ran a very successful daily broadcast from 6:30 p.m. to midnight on weekdays and overnight on weekends. According to a 1999 article in *The Tennessean*, Treviño's Radio Melodias broadcast had between 15,000 and 20,000 listeners each night; and

WHEREAS, in 1999, Treviño founded *El Crucero de Tennessee*, a Spanish language weekly newspaper, later incorporated as *El Crucero Entertainment LLC*, and became its president and publisher; and

WHEREAS, *El Crucero* was one of the first sources of information for the Spanish speaking community in Tennessee; and

WHEREAS, Treviño's work and career was recognized by the Nashville Area Hispanic Chamber of Commerce and he received their Media Excellence Award in 2006 and their "Ganas" in Entrepreneurship Award in 2019; and

WHEREAS, Treviño was an active member of the community and loved to support his neighborhood church, St. Edwards, in South Nashville. He served on the U.S. Commission on Civil Rights Tennessee Advisory Committee, the Mental Health Association Board, Metro Nashville's Emergency Communications District Board, and was appointed to Metro's Procurement Standards Board in 2000 during Mayor Bill Purcell's administration; and

WHEREAS, Treviño was a strong supporter of Unamonos, a local civic organization founded by community advocate and immigration attorney Mario Ramos. Treviño also fostered the first League of United Latin American Citizens (LULAC) chapter in Tennessee, an organization known for its advancement of education, civil rights, health, and employment for Hispanics in the United States; and

WHEREAS, Eliud Treviño is remembered as a pioneer in Spanish language radio broadcasting, a supporter of many local causes, and a great connector who was known for his larger-than-life persona; and

WHEREAS, it is fitting and proper that the Metropolitan County honor and remember the life of Eliud Treviño.

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

Section 1. The Metropolitan Council hereby goes on record as honoring the life of Hispanic community leader and journalist Eliud Treviño.

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

INTRODUCED BY:

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Sandra Sepúlveda

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Russ Pulley

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Colby Sledge

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Jennifer Gamble

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Brandon Taylor

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Antoinette Lee

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Sharon Hurt

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Joy Styles  
Members of Council

**RESOLUTION NO. RS2022-\_\_\_\_\_**

**A resolution honoring Shan Foster upon the retirement of his jersey from Vanderbilt University.**

WHEREAS, on Saturday, February 5, 2022, Vanderbilt University will retire the jersey of Shan Foster, No. 32. The jersey will hang from the historic Memorial Gymnasium; and

WHEREAS, Foster becomes the third Vanderbilt men's basketball player to have his jersey retired, following Clyde Lee and Perry Wallace; and

WHEREAS, Foster is Vanderbilt's all-time leader in points (2,011), and 3-point shots made (367) and holds the Southeastern Conference record for consecutive games (34) with a 3-pointer made; and

WHEREAS, Foster was named SEC Men's Basketball Player of the Year, All-SEC four years in a row, 1st-team All-American by Rivals.com, and All-American for the Associated Press in 2007-2008. He played for the USA Team in the 2007 Pan American games held in Rio De Janeiro, Brazil; and

WHEREAS, Foster was the Lowes Senior CLASS Award winner, given to the nation's senior leader in community, classroom, character, and competition; and

WHEREAS, Foster graduated from Vanderbilt University with a Bachelor of Science in Human and Organizational Development and a minor in religion in 2008; and

WHEREAS, Foster was a second-round pick of the Dallas Mavericks in the 2008 NBA Draft; and

WHEREAS, Foster subsequently played professionally in Italy, Turkey, Belgium, and the Dominican Republic, as well as in the NBA D-League; and

WHEREAS, Foster was inducted to the Tennessee Sports Hall of Fame in 2009, Vanderbilt Athletics Hall of Fame in 2010, and was honored as a SEC Legend during the 2016 SEC Basketball Tournament; and

WHEREAS, Foster has served his community as the Executive Director of AMEND Together and Vice President of External Affairs at YWCA Nashville & Middle Tennessee. AMEND Together is an initiative that engages men and boys to end violence against women and girls. He recruits, educates, and equips men and boys to advocate for violence prevention and cultural change; and

WHEREAS, Foster is an enthusiastic leader, gifted public speaker, and skilled facilitator. He is committed to elevating the conversation about violence against women, engaging men to be leaders and role models, and educating young men and boys about healthy masculinity and respect. He is a frequent speaker before national and international corporations, regional and national conferences, local and state government entities, and collegiate and national sports programs, including the National Football League and Major League Soccer. Under his leadership, AMEND Together has grown to a nationally recognized program with expansion to Illinois, Virginia, California, Ohio, and New York; and

WHEREAS, before his work at YWCA, Shan served as a founding member for the Intrepid College Preparatory Charter School in Nashville, where he now is a contributing board member. He is a graduate of the 2018 Leadership Nashville class, where he currently serves on the board of trustees. Foster also serves on the Tennessee Sports Hall of Fame Board, Nashville Sports Council, and Martha O'Bryan Center's Explore Community School. Foster is on the advisory committees for Prevent Child Abuse Tennessee, 100 Black Men of Middle Tennessee, and serves on the Vanderbilt University Athletics Committee. He most recently was selected Nashville's 2019 40 Under 40, 2019 Nashville Emerging Leader Award Winner, and 2020 Power 100 Disruptors; and

WHEREAS, Foster is the Co-Founder and CEO of Fostering Healthy Solutions, LLC., a diversity and inclusion consultancy; and

WHEREAS, Foster is the Author of *What Hurt Didn't Hinder: A Memoir*; and

WHEREAS, Foster is married to Ariele Johnson Foster.

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

Section 1. That the Metropolitan Council hereby goes on record as honoring Shan Foster upon the retirement of his jersey from Vanderbilt University.

Section 2. The Metropolitan Council Office is directed to prepare a copy of this Resolution to be presented to Shan Foster.

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

INTRODUCED BY:

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Tom Cash

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Burkley Allen  
Members of Council

**RESOLUTION NO. RS2022-\_\_\_\_\_**

**A Resolution requesting the Metropolitan Government of Nashville and Davidson County to provide implicit bias training to all employees.**

WHEREAS, Section 11.20.130 of the Metropolitan Code makes it unlawful for the Metropolitan Government to fail or refuse to hire or promote, or to discharge any individual, because of such individual's race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability; and

WHEREAS, Civil Service Policy 3.1-I provides that harassment of any person in the form of verbal or physical conduct based on a person's race, gender, color, religion, national origin or disability, creed, gender identity, or sexual orientation will not be condoned when such conduct:

- a. Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- b. Has the purpose or effect of unreasonably interfering with an individual's work performance;
- or
- c. Otherwise adversely affects an individual's opportunities associated with employment; and

WHEREAS, research over recent decades suggests that individuals often have unconscious preferences which can impact their interactions with others, called "implicit bias"; and

WHEREAS, implicit bias occurs without intention, but can result in inappropriate preferences applied to different groups. Bias often leads to unfair disciplinary practices; and

WHEREAS, training programs have been designed to target and help overcome implicit biases. Many cities and states around the country have implemented implicit bias training in order to reduce disparities; and

WHEREAS, employees of the Metropolitan Government of Nashville and Davidson County should be required to attend training on implicit bias and the promotion of bias-reducing strategies to address unintended biases regarding race, ethnicity, gender identity, sexual orientation, socioeconomic status, or other characteristics; and

WHEREAS, the Metropolitan Council requests that all employees of the Metropolitan Government receive implicit bias training annually and that this training be conducted in person.

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

Section 1. That the Metropolitan Council hereby goes on record as requesting the Metropolitan Government of Nashville and Davidson County to provide in-person implicit bias training annually to all employees.

Section 2. This resolution shall take effect from and after its adoption, the welfare of the public requiring it.

SPONSORED BY:

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Joy Styles

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Sandra Sepúlveda

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Jennifer Gamble  
Members of Council

ORDINANCE NO. BL2022-\_\_\_\_\_

An ordinance authorizing the acquisition of an interest in a parcel of real property and approving the granting of an easement above and below the same parcel in connection with the development of a project located at 215 and 217 Third Avenue North. (Proposal No. 2022M-020ES-001).

WHEREAS, Rubicon Equities, LLC ("Rubicon"), by and through 215 Third Owners, LLC and 217 Third Owners, LLC, owns certain parcels of property located at 215 and 217 Third Avenue North (Parcel Nos. 09302315400 and 09302316300) (the "Property") adjacent to and on both sides of a portion of Banker's Alley (the "Alley"); and,

WHEREAS, Rubicon proposes to construct improvements on the Property and over a portion of the Alley, which will include a sky bridge over the Alley connecting the two new buildings and an underground parking structure spanning the Alley (the "Project"); and,

WHEREAS, Rubicon proposes to convey its interest in the real property underlying the Alley to the Metropolitan Government with the quitclaim deed (the "Deed") attached to this ordinance as Exhibit 1; and,

WHEREAS, pursuant to the terms of the document (the "Easement Agreement") attached to this ordinance as Exhibit 2, the Metropolitan Government proposes to convey an air-rights and subterranean easement to Rubicon to permit the construction, use, and maintenance of improvements above and beneath the Alley; and,

WHEREAS, Rubicon has offered to pay to the Metropolitan Government the sum of \$30,000 (the "Payment") as consideration for the transaction described in this ordinance; and,

WHEREAS, it is in the best interest of the citizens of Nashville and Davidson County to approve the Deed and Easement Agreement described herein.

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

Section 1. The Deed substantially in the form of Exhibit 1 is hereby approved, and the Director of Public Property or designee is authorized to accept and record it.

Section 2. The Easement Agreement substantially in the form of Exhibit 2 is hereby approved.

Section 3. The Director of Public Property or designee is authorized execute the Easement Agreement and such other documents as are necessary to carry out the property conveyances contemplated herein on behalf of the Metropolitan Government of Nashville and Davidson County.

Section 4. The Director of Finance is authorized to accept the Payment on behalf of the Metropolitan Government.

Section 5. Amendments to the Deed or Easement Agreement approved by this ordinance may be authorized by resolution of the Metropolitan Council.

Section 6. This ordinance shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

*Diana Alarcon*  
Diana Alarcon, Director  
Nashville Department of Transportation and  
Multimodal Infrastructure

*Ronald Colter*  
Ronald Colter, Interim Director  
Public Property Administration

APPROVED AS TO FUNDING:

*Kelly Flannery/mjw*  
Kelly Flannery, Director     tje  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

*Tara M. Ladd*  
Metropolitan Attorney

INTRODUCED BY:

*Freddie O'Connell*  
Freddie O'Connell

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

**Exhibit 1**

THIS INSTRUMENT PREPARED BY:

Spencer Fane, LLP  
511 Union Street, Suite 1000  
Nashville, Tennessee 37219

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

The actual consideration or value, whichever  
is greater, for this transfer is \$0.00.

Affiant

SUBSCRIBED AND SWORN to before me,  
this 18<sup>th</sup> day of January, 2022.

Notary Public



My Commission Expires: 9.2.24

**QUITCLAIM DEED**

Address New Owner(s)	Send Tax Bills To:	Map & Parcel No.:
The Metropolitan Government of Nashville and Davidson County 1 Public Square Nashville, Tennessee 37201	New Owner	

FOR AND IN CONSIDERATION of other monetary consideration in hand paid, the receipt of which is hereby acknowledged, 215 Third Owners, LLC and 217 Third Owners, LLC, (the "Grantor"), by these presents hereby sells, assigns, and quitclaims to The Metropolitan Government of Nashville and Davidson County (the "Grantee"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to certain real property in Nashville, Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This transfer is to allow for a subterranean and aerial easement for Banker's Alley.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property. Furthermore, in the event that the Property herein conveyed ceases to be used for a public alley, then fee title shall revert to the Grantor, its successors and assigns.

This Instrument was prepared with information supplied by the Grantor and Grantee. No title examination was performed to validate the accuracy of title. Therefore the preparer does not accept liability for this Instrument.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 18<sup>th</sup> day of January, 2022, for the purpose set forth herein.

**GRANTOR:**

**215 Third Owners, LLC**

By:   
Gabriel C. Coltea  
Managing Director

**217 Third Owners, LLC**

By:   
Gabriel C. Coltea  
Managing Director

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Gabe Coltea, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be the managing director of each of 215 Third Owners Third Owners a Tennessee limited liability company, and that they, as such officers, and being authorized to do so, executed the forgoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

Witness my hand in Nashville, Tennessee this 18<sup>th</sup> day of January, 2022.

  
Notary Public

My commission expires: 9.2.24



Exhibit A

Legal Description

A PARCEL OF LAND SITUATED IN THE CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEING THE EASTERLY 45 FEET OF BANKER'S ALLEY (20' WIDE PUBLIC ALLEY) OF THE MAP OF THE ORIGINAL TOWN OF NASHVILLE, AT IT'S INTERSECTION WITH THE WESTERLY LINE OF THIRD AVENUE NORTH (50' PUBLIC RIGHT-OF-WAY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD AVENUE NORTH (50' PUBLIC RIGHT-OF-WAY) AND THE NORTHERLY LINE OF BANKER'S ALLEY (20' PUBLIC ALLEY), BEING A PK NAIL FOUND;

THENCE, ALONG THE WESTERLY LINE OF SAID THIRD AVENUE NORTH, SOUTH 26° 27' 05" EAST A DISTANCE OF 19.99 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF THIRD AVENUE NORTH AND THE SOUTHERLY LINE OF BANKER'S ALLEY, BEING A MAG NAIL FOUND;

THENCE ALONG THE SOUTHERLY LINE OF BANKER'S ALLEY SOUTH 62° 37' 45" WEST A DISTANCE OF 45.00 FEET;

THENCE NORTH 26° 26' 32" WEST A DISTANCE OF 19.82 FEET TO THE NORTHERLY LINE OF BANKER'S ALLEY;

THENCE ALONG THE NORTHERLY LINE OF BANKER'S ALLEY NORTH 62° 24' 10" EAST A DISTANCE OF 45.00 FEET TO **THE POINT OF BEGINNING.**

HAVING AN AREA OF 896 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

**Exhibit 2**

**AIR RIGHTS AND SUBTERRANEAN EASEMENT AGREEMENT**

THIS AIR RIGHTS AND SUBTERRANEAN EASEMENT AGREEMENT (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Agreement Date"), by **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** (hereinafter "Metro" or "Grantor") and **215 THIRD OWNERS, LLC** and **217 THIRD OWNERS, LLC** and their successors and assigns (collectively the "Grantees"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the Grantees are the owner of certain parcels of property located at 215 and 217 Third Avenue North (Parcel Nos. 09302315400 and 09302316300) (the "Property") adjacent to and on both sides of a portion of Banker's Alley; and

WHEREAS, the Grantees are constructing two buildings on the Property that will include retail and residential uses along with associated parking (the "Development Project"); and

WHEREAS, the Grantees propose to construct improvements above and beneath a portion of Banker's Alley, which will include a sky bridge over Banker's Alley connecting the two new buildings and an underground parking structure beneath a portion of Banker's Alley (the "Alley Encroachments"); and

WHEREAS, the Grantor is the owner of the Banker's Alley property; and

WHEREAS, the Grantor proposes to convey an air-rights and subterranean easement to Grantees to permit the construction, use, and maintenance of improvements above and beneath Banker's Alley; and

WHEREAS, Grantees have offered to pay to the Metropolitan Government a total sum of \$30,000 (the "Payment") as consideration for the transaction described in this Agreement; and

WHEREAS, it is in the best interest of the citizens of Nashville and Davidson County to approve this Easement Agreement.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantees agree as follows:

1. Air Rights Easement. Grantor hereby grants, transfers and conveys unto Grantees, for the benefit of the Property, a perpetual exclusive right and easement in the airspace commencing at the elevation that is twenty (20) feet above the highest point of the surface of Banker's Alley (the "Air Rights Easement"), to accommodate the Alley Encroachments, consisting of buildings or other encroachments caused by or resulting from the construction, operation, and maintenance of the Development Project on the Property and within the Air Rights Easement as shown on the attached Exhibit 1. The Grantees' right to use the Air Rights Easement to construct the Project shall commence upon the Effective Date (as defined in Section 4(b)).

TO HAVE AND TO HOLD the Air Rights Easement, together with all rights and interests appurtenant thereto, belonging to the Grantees, and their respective successors and assigns forever.

2. Subterranean Easement. Grantor hereby grants, transfers and conveys unto Grantees, for the benefit of the Property, a perpetual exclusive right and easement in the subterranean space beneath Banker's Alley (the "Subterranean Easement"), to accommodate the Alley Encroachments, consisting of building or other encroachments caused by or resulting from the construction, operation, and maintenance of the Development Project on the Property and within the Subterranean Easement as shown on the attached Exhibit 1. The Grantees' right to use the Subterranean Easement to construct the Project shall commence upon the Effective Date (as defined in Section 4(b)).

TO HAVE AND TO HOLD the Subterranean Easement, together with all rights and interests appurtenant thereto, belonging to the Grantees, and their respective successors and assigns forever.

3. Temporary Construction Easement. The Grantor hereby grants, transfers and conveys unto the Grantees a temporary non-exclusive construction easement (the "Temporary Construction Easement") over, through and across the Grantor's Property. The Grantees shall have the right to use the Grantor's Property for purposes of constructing the Development Project. The Grantees' right to use the Temporary Construction Easement to construct the Development Project, including the Alley Encroachments, shall commence upon the Effective Date (as defined in Section 4(b)) and shall terminate upon full completion of the Development Project. During the term of the Temporary Construction Easement, Grantees shall take all reasonable steps to protect and secure Grantor's Property in the proximity of any construction activities undertaken by Grantees, and Grantees shall have the obligation to cause the Grantor's Property to be maintained, cleaned, and repaired as reasonable and necessary at Grantees' sole cost and expense and monitored in a manner that will allow only authorized personnel onto the Grantor's Property. Notwithstanding any of the foregoing, use of the Temporary Construction Easement shall be subject to commercially reasonable rules, limitations, and conditions adopted by Grantor, from time to time, with respect to access to and use of facilities located on Grantor's Property including, without limitation, location of construction parking areas, safety rules and regulations, security procedures, storage of materials, equipment and supplies, noise and pollution abatement and the like; provided, however, that Grantees' use of the Temporary Construction Easement during normal business hours shall not be adversely or materially impacted, unless such is necessary due to required maintenance,

repair, or safety issues or in the case of an emergency (the Air Rights Easement, Subterranean Easement, and the Temporary Construction Easement being collectively referred to hereinafter as the "Easements" and the area contained within the Easements being collectively referred to hereinafter as the "Easement areas").

4. Conditions Precedent/ Effective Date.

a. Construction Conditions Precedent. Grantor and Grantees agree that, subject only to Section 4(c) below, the Easements shall vest in Grantee on the Agreement Date. Notwithstanding the foregoing grant of such Easements, the following shall be conditions precedent to the right of Grantees to utilize the Air Rights Easement and the Temporary Construction Easement for the construction of the Development Project, including the Alley Encroachments (the "Construction Conditions Precedent"):

i. Grantees shall deliver to the Director of the Nashville Department of Transportation (the "Director") plans and specifications prepared by Grantees' architects and engineers for the construction and installation of the Development Project, including the Alley Encroachments, in sufficient detail to permit the Director to determine that the portion of the Development Project located in the Easement areas will not substantially interfere with the use of the Grantor's Property for a public alley (the "Plans and Specifications"). Within thirty (30) days following the receipt of the Plans and Specifications, the Director shall either approve the Plans and Specifications or notify Grantees of the need to modify the Plans and Specifications so that the portion of the Development Project located in the Easement areas will not substantially interfere with the use of the Grantor's Property for a public alley. The Director's approval of the Plans and Specifications shall not be unreasonably withheld or conditioned. If the Director fails to notify the Grantees of the approval or disapproval of the Plans and Specifications within the thirty (30) day period set forth above, the Plans and Specifications shall be deemed approved; provided, however, that notwithstanding the approval or deemed approval of Plans and Specifications, no portion of the Alley Encroachments may be constructed over Grantor's property outside of the Easement areas. Grantees shall not commence construction of the portion of the Development Project located in the Easement areas until the Plans and Specifications have been approved or deemed approved by the Director. Any material amendments, modifications, or revisions to the Plans and Specifications shall be subject to the same process for the Director's approval as set forth above for the initial version of the Plans and Specifications.

ii. Prior to commencing construction of the portion of the Development Project located in the Easement areas, Grantees shall deliver to the Director copies of all permits, approvals, ordinances, resolutions, licenses and easements required to commence construction of the portion of the Development Project located in the Easement areas, including all other permits from any Federal, State or other local governmental bodies or agencies required for construction of the Development Project, including the Alley Encroachments.

b. **Effective Dates.** The "Effective Date" shall be the date upon which the Construction Conditions Precedent as set forth in Section 4(a) hereof shall be satisfied (or deemed satisfied). Grantor and Grantees shall acknowledge and agree upon the specific date constituting the Effective Date by written notice executed and delivered by both Grantor and Grantees. Upon the Effective Date, subject to force majeure, Grantees shall commence and diligently proceed with construction of the Development Project, including the Alley Encroachments, in accordance with the terms of this Agreement.

c. **Termination of Easements.** In the event that the Construction Conditions Precedent set forth in Section 4(a) shall fail to be satisfied and Grantees shall have failed or been unable to commence construction of the Development Project, including the Alley Encroachments, on or prior to a date which is five years from the Agreement Date, subject to force majeure (the "Outside Effective Date") Grantor shall have the right, upon written notice to Grantees (the "Termination Notice"), to elect to terminate this Agreement ("Easement Termination"). Grantor shall have the additional rights to terminate this Agreement by issuing a Termination Notice if Grantees, despite having commenced construction prior to the Outside Effective Date, fails to diligently pursue construction of the Development Project, including the Alley Encroachments, to completion, subject to force majeure, provided, however, that such Termination Notice shall not be issued prior to the Outside Effective Date. Upon giving the Termination Notice and effective upon the Easement Termination, the Easements granted herein shall terminate and be of no further force and effect, and Grantee's rights hereunder shall terminate. Grantor and Grantees shall cooperate and execute such documentation as is reasonably necessary to show termination of the Easements in the official real estate records of Davidson County, Tennessee. In addition to the termination rights set forth above, Grantor shall have the right to terminate this Agreement if Grantee persistently fails to fulfill the material obligations assigned to Grantees under this Agreement and such failure continues for more than 60 days after written notice from Grantor (except that such 60 day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such default, if such default is capable of being cured, but cannot reasonably be cured within such period, provided Grantees commence action to cure such default within such 60 day period and thereafter pursues the same to completion with reasonable diligence).

5. **Easement Reservations and Restrictions.** The easement rights granted in this Agreement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement.

a. Grantor reserves the right to construct improvements on Grantor's Property located adjacent to and below the Development Project consistent with other improvements located in the public right of way. Such improvements constructed shall not modify or adversely affect the foundations or other structural supports of the Development Project or the Alley Encroachments.

b. Notwithstanding anything in this Agreement to the contrary, Grantor reserves unto itself the right, at any time and from time to time, to enter onto Grantor's Property in the event of an emergency and to exercise such rights as it may have to act in its governmental capacity.

6. **Additional Obligations of Grantee.**

a. Use of Approved Plans. Grantees shall construct the Development Project, including the Alley Encroachments, materially in accordance with the Plans and Specifications, all applicable statutes, laws, ordinances, and all permits and approvals issued in connection therewith.

b. No Partnership; No Waiver of Claims. This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of partnership, joint venture, or otherwise.

c. Disruption of Construction and Operations. Grantees shall reasonably cooperate with Grantor to minimize the disruption of existing traffic flow on and about Banker's Alley for the construction of the Development Project and the Alley Encroachments other than construction activities during the term of the Temporary Construction Easement. Grantees shall obtain any permits or approvals required by Grantor prior to any temporary closure of Banker's Alley during the construction of the Development Project, including the Alley Encroachments. Following the completion of the construction of the Development Project, including the Alley Encroachments, Grantees shall take such steps as shall be required to keep the Alley fully operational and open, except for such alley closures as may be requested by Grantees and approved by Grantor.

d. Removal of Lien Claims. Grantees shall resolve with reasonable promptness and remove, or cause to be removed, at their cost, any liens (mechanics, material or otherwise) filed or asserted against Grantor's Property in connection with Grantees' construction of the Development Project, including the Alley Encroachments.

7. Ownership of Development Project. The improvements constructed by Grantees comprising the Development Project and the Alley Encroachments, shall, at all times, while the easements granted hereunder remain in effect, be owned by Grantees. Grantee shall, however, have the unrestricted right to transfer or assign its rights under this Agreement, in whole or in part, together with its ownership of the Development Project, to any private party or entity without approval of Grantor, including without limitation to any owners association which may be formed by Grantees in connection with the Development Project.

8. Grantee Claims. Grantees shall be responsible for any and all loss, costs, claims, damage, liens, or liability (collectively, "Grantee Claims") sustained by Grantor or any Grantor Parties (hereinafter defined) caused by, permitted by, or allowed by Grantees to occur in connection with (i) any defect in design, construction, or installation of the Development Project, including the Alley Encroachments, (ii) any negligent or wrongful act or omission of Grantees or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees (collectively "Grantee Parties"), (iii) any breach or default of the Grantee Parties pursuant to this Agreement, or (iv) arising from the exercise of any rights provided for in this Agreement by the Grantee Parties.

Notwithstanding the foregoing, Grantees shall have no liability for Grantee Claims resulting from (i) any negligent or wrongful act or omission by Grantor, or (ii) for any breach or default pursuant to this Agreement by the Grantor or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees, including any members of the public utilizing the Alley (collectively "Grantor Parties").

9. Covenant of No Hazardous Waste. Grantees shall not use, or permit the use of by any third party or by any of such Party's invitees, guests, employees, agents, contractors or other representatives, Hazardous Materials on, about, under or in the Development Project and on any portion of Grantor's Property, except in the ordinary course of any operations conducted thereon in accordance with this Agreement and any such use shall at all times be in compliance with all Environmental Laws. For the purpose of this Section 8, the term "Hazardous Materials" shall mean and refer to petroleum products and fractions thereof, asbestos, asbestos containing materials, urea

formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law. Also, for the purpose of this Section 9, the term "Environmental Laws" shall mean and refer to all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations that relate to or deal with human health or the environment, all as may be amended from time to time.

10. Agreement and Easements-Run with Land; Successors and Assigns. This Agreement shall run with the Grantor's Property and the Grantee's Property and shall be binding upon and shall inure to the benefit of the successors, grantees and assigns of the Parties.

11. Miscellaneous.

a. Further Documents and Acts. Each of the Parties agrees to timely execute and deliver such further documents and perform such other acts that may be required by the applicable laws and that may be reasonably necessary to consummate and carry into effect the agreements contemplated herein.

b. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

c. Grantees' Transfer Rights. Grantor hereby acknowledges that Grantees may from time to time assign all or a portion of Grantees' interest in the Development Project, to one or more third party purchasers (expressly including affiliates of Grantee and subsequent transferees) (each, a "Successor Party"). Grantor hereby agrees and acknowledges that the Successor Party may enjoy the rights granted hereunder to Grantees and he subject to Grantees' obligations. Provided, however, that no conveyance shall be effective to transfer Grantees' rights under this Agreement until it has been memorialized in an appropriate instrument, recorded in the office of the Davidson County Register of Deeds, containing an express and unconditional acknowledgement and acceptance by the Successor Party of its obligations under this Agreement. If the terms of this Paragraph have been fully met, Grantees shall have no further obligation to Grantor under this Agreement after the conveyance of all of Grantees' interest in the Ground Lease and the Development Project to one or more Successor Parties.

d. Provisions Severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

e. Entire Agreement. It is intended by the parties that this Agreement be the final expression of the intentions and agreements of the Parties related to the Easements. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the Parties hereto and contains all of the covenants and agreements between the Parties related to the Easements. No other agreements, representations, inducements, or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the Party to be charged.

f. Construction. No inference shall be drawn from the addition, deletion, or modification of any language contained in any prior draft of this Agreement.

g. Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

h. Exhibits. The Parties acknowledge that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

i. Enforcement. This Agreement and the obligations of the Parties hereto shall be enforceable at law or in equity exclusively in the Chancery or Circuit Courts for Davidson County, Tennessee and each Party hereby submits to the jurisdiction of any such court to adjudicate any matter arising under this Agreement. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

j. Notices. Any notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by nationally recognized overnight delivery service, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Grantor:

Metropolitan Government of Nashville and Davidson County, Tennessee  
c/o Director of Public Property Administration  
Nashville Department of Transportation and Multimodal Infrastructure  
750 S 5th Street  
Nashville, Tennessee 37219

with a copy to:  
Director of Law  
Metropolitan Court House, Suite 108  
P.O. Box 196300  
Nashville, Tennessee 37219

If to Grantees, to:

215 Third Owners, LLC  
c/o Gabe Coltea  
315 Deaderick Street, Suite 2240  
Nashville, Tennessee 37238

217 Third Owners, LLC  
c/o Gabe Coltea  
315 Deaderick Street, Suite 2240  
Nashville, Tennessee 37238

Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, or (ii) one business day after the deposit of the same with a nationally recognized overnight delivery service, or (iii) 72 hours after the deposit of same in any United States Post Office mailbox, sent by certified mail, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addressees, for the purpose of this Section 10(j), may be changed by giving written Notice of such change in the manner herein provided for giving Notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

k. **Mortgagee Protection.** Notwithstanding anything contained herein to the contrary, if Grantees or any Successor Party shall at any time grant or convey a security interest in the Development Project or the Easement Encroachments or any part or portion thereof by mortgage, deed of trust, or otherwise (collectively, a "Mortgage") to any person or entity (collectively, a "Mortgagee"), such Mortgagee shall be entitled to receive notice of any default by the Party upon whose Property it holds a security interest provided that such Mortgagee shall have delivered a written request for notice (which shall include the Mortgagee's address) to each Party. Any such notice shall be given in the same manner as provided in Section 10(j) hereof. Giving of any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Party so declaring a default. In the event that any Mortgagee shall require any modifications or amendments to the terms and provisions of this Agreement, the Parties hereto shall cooperate to effectuate any such modifications or amendments provided, however that the rights and obligations of the Parties hereunder shall not be materially and adversely affected by any such Mortgagee request.

l. **Remedies.** Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action or to recover damages. Remedies Cumulative. Any and all remedies provided by this Agreement, operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

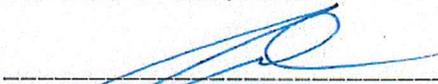
m. Effect of Waiver. No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either Party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

**[SIGNATURES ON FOLLOWING PAGES]**

IN TESTIMONY WHEREOF, Grantor and Grantee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

GRANTEES:

215 Third Owners, LLC

  
By: Gabriel C. Coltea  
Managing Director

217 Third Owners, LLC

  
By: Gabriel C. Coltea  
Managing Director

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me, BROOKS R. SMITH, a Notary Public in and for said County and State, aforesaid, personally appeared Gabriel C. Coltea, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at the office in Nashville, Davidson County, Tennessee, this 24<sup>th</sup> day of JANUARY, 2022.

  
NOTARY PUBLIC

My Commission Expires: 9.2.24



GRANTOR:

METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

By: Ronald Colter  
Name: RONALD COLTER  
Title: Interim Director Public Property

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me, Sally E. Palmer, a Notary Public in and for said County and State, aforesaid, personally appeared Ronald Colter, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at the office in Nashville, Davidson County, Tennessee, this 28 day of January, 2022.

NOTARY PUBLIC

My Commission Expires:  
11/08/22

Sally E. Palmer



## Exhibit 1

### Easement Area Description

A PARCEL OF LAND SITUATED IN THE CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEING THE EASTERLY 45 FEET OF BANKER'S ALLEY (20' WIDE PUBLIC ALLEY) OF THE MAP OF THE ORIGINAL TOWN OF NASHVILLE, AT IT'S INTERSECTION WITH THE WESTERLY LINE OF THIRD AVENUE NORTH (50' PUBLIC RIGHT-OF-WAY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD AVENUE NORTH (50' PUBLIC RIGHT-OF-WAY) AND THE NORTHERLY LINE OF BANKER'S ALLEY (20' PUBLIC ALLEY), BEING A PK NAIL FOUND;

THENCE, ALONG THE WESTERLY LINE OF SAID THIRD AVENUE NORTH, SOUTH  $26^{\circ} 27' 05''$  EAST A DISTANCE OF 19.99 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF THIRD AVENUE NORTH AND THE SOUTHERLY LINE OF BANKER'S ALLEY, BEING A MAG NAIL FOUND;

THENCE ALONG THE SOUTHERLY LINE OF BANKER'S ALLEY SOUTH  $62^{\circ} 37' 45''$  WEST A DISTANCE OF 45.00 FEET;

THENCE NORTH  $26^{\circ} 26' 32''$  WEST A DISTANCE OF 19.82 FEET TO THE NORTHERLY LINE OF BANKER'S ALLEY;

THENCE ALONG THE NORTHERLY LINE OF BANKER'S ALLEY NORTH  $62^{\circ} 24' 10''$  EAST A DISTANCE OF 45.00 FEET TO **THE POINT OF BEGINNING**.

HAVING AN AREA OF 896 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

**SUBSTITUTE ORDINANCE NO. BL2021-1049**

**An Ordinance to amend Section 5.04.070 of the Metropolitan Code of Laws relative to the audit requirements for nonprofit organizations receiving appropriations from the Metropolitan Government.**

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

Section 1. That Section 5.04.070 of the Metropolitan Code of Laws is hereby amended by deleting subsection B.6 in its entirety and replacing it with the following and by adding a new subsection B.7:

6. ~~A copy of information required in subsection E of this section. For organizations with an annual operating budget in excess of two hundred and fifty thousand dollars receiving a grant or grants in excess of twenty five thousand dollars during any one fiscal year, a copy of the organization's audit for the most recent fiscal year. For purposes of this subsection, "audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. Organizations that are exempt from submitting an audit from the most recent fiscal year pursuant to this subsection shall comply with the audit requirements of Tennessee Code Annotated Section 7-3-314.~~
7. Additional information may be requested by the office of financial accountability, including requests for additional information or supporting documentation related to the requirements in this subsection.

Section 2. That Section 5.04.070 of the Metropolitan Code of Laws is further amended by adding the following new subsections E and F:

E. Nonprofit organizations meeting the criteria below shall be required to submit the following information pursuant to subsection B.6:

1. Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds from the Metropolitan Government in excess of fifty-thousand dollars are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards;
2. Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds from the Metropolitan Government between twenty-five thousand dollars and fifty-thousand dollars are required to submit a review of financial statements conducted by an independent CPA;
3. Organizations with total revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five thousand dollars and twenty-five thousand dollars are required to submit a compilation of financial statements prepared by an independent CPA; and

4. Organizations with total revenue of fifty thousand dollar or less, or receiving grant funds of five thousand dollars or less, are required to submit internally prepared financial statements.

F. For the purposes of this section, the following definitions shall apply:

1. “Audit” means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. The purpose of an audit is to provide financial statement users with an opinion by the auditor on whether the financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework, which enhances the degree of confidence that intended users can place in the financial statements.
2. “Review of Financial Statements” means an independent CPA expresses a conclusion regarding the entity’s financial statements in accordance with an applicable financial reporting framework. The independent CPA’s conclusion is based upon the CPA obtaining limited assurance. The CPA’s report includes a description of the nature of a review engagement as context for the readers of the report to be able to understand the conclusion.
3. “Compilation of Financial Statements” means financial statements compiled by an independent CPA for the purposes of assisting management in presenting the financial information in the form of financial statements. A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review.
4. “Internally prepared financial statements” means financial statements prepared by the organization’s Chief Financial Officer and/or Bookkeeper.

Section 32. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

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Zulfat Suara  
Member of Council

AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2021-621

Mr. President –

I move to amend Ordinance No. BL2021-621 as follows:

I. By deleting Section 1 in its entirety and replacing it with the following:

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

D. Historic Zoning Commission Preservation Permits. No action shall be taken by the historic zoning commission on a preservation permit application under Section 17.40.420 that ~~involves but not limited to demolition without immediate life or safety concerns, alterations, additions, or removals that are substantial, or do not meet the design guidelines, are of a precedent setting nature, or involve a change in the appearance of a structure or site, and are more substantial in nature than routine maintenance or minor work projects such as new primary or outbuilding construction, expansion of a building footprint, or significant changes in features but shall not include routine maintenance which includes repair or replacement unless there is no change in the design, materials, or general appearance of elements of the structure or grounds~~ is subject to Commission Review as defined in the historic zoning commission rules unless, at least eleven days prior to consideration of the application by the commission, the permit applicant provides written notice by U.S. Mail of the date, time, and place of the commission meeting to all property owners adjacent to within two hundred and fifty feet of the subject property. The applicant shall be responsible for the costs associated with the preparation of the written notices and shall be responsible for the mailing of such written notices.

II. By deleting Section 3 in its entirety and replacing it with the following:

Section 3. That Section 17.40.730 of the Metropolitan Code is further amended by adding the following new subsection E:

E. Historic Zoning Commission Preservation Permits. Public notice signs shall be posted on any property subject to consideration by the historic zoning commission of a preservation permit application that ~~involves but not limited to demolition without immediate life or safety concerns, alterations, additions, or removals that are substantial, or do not meet the design guidelines, are of a precedent setting nature, or involve a change in the appearance of a structure or site, and are more substantial in nature than routine maintenance or minor work projects such as new primary or outbuilding construction, expansion of a building footprint, or~~

~~significant changes in features but shall not include routine maintenance which includes repair or replacement unless there is no change in the design, materials, or general appearance of elements of the structure or grounds as required in the historic zoning commission rules.~~ The public notice sign shall be installed on affected properties no less than eleven days prior to the consideration by the historic zoning commission. One double-sided 24" (vertical) x 36" (horizontal) sign shall be posted for every fifty feet of public road frontage excluding alleys, whenever practical located within ten feet of the right of way and positioned in a manner to best inform the monitoring public without creating a safety hazard, and shall contain at a minimum the time, date and location of the scheduled public hearing at the Historic Zoning Commission, the general nature of the hearing and a phone number for additional information. The number and placement of public notice signs shall be posted in accordance with subsection C. The applicant shall be responsible for both the cost of preparation of these public notice signs, and the placement of the signs in accordance with this provision, and providing proof of compliance to the historic zoning commission.

INTRODUCED BY:

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Burkley Allen  
Member of Council

AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2021-1047

Mr. President –

I hereby move to amend Ordinance No. BL2021-1047 as follows:

I. By amending Section 4, by modifying Condition 2 as follows:

2. All parking areas and drives shall be enclosed by fencing. A six foot (6') tall solid wooden privacy fence shall be installed at the property boundary adjacent to 310 Ladybird Drive (Map 135-01, Parcel 082-00).

INTRODUCED BY:

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Tanaka Vercher  
Member of Council