



Metropolitan Council

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

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2022-1399

Mr. President –

I hereby move to amend Resolution No. RS2022-1399 as follows:

I. By amending Section 1 to remove the following parcel:

Map - Parcel No.	Address - Location	Council District
09315037000	54 Wharf Ave	17

SPONSORED BY:

Colby Sledge
Members of Council

RESOLUTION NO. RS2022-___

A resolution urging the Tennessee General Assembly to reject HB0800/SB1216 seeking to prohibit LEAs from utilizing textbooks or instructional materials addressing LGBT issues or lifestyles.

WHEREAS, on February 9, 2021, State Representative Bruce Griffey introduced HB0800 proposing to prohibit the state board of education from approving for local adoption or from granting a waiver for, and LEAs and public charter schools from adopting or using textbooks and instructional materials or supplemental materials that promote, normalize, support, or address lesbian, gay, bi-sexual, or transgender issues or lifestyles; and

WHEREAS, on February 11, 2021, State Senator Frank Niceley filed the companion Senate Bill 1216; and

WHEREAS, neither bill moved out of committee to the floor during the 2021 legislative session but are still on the calendar and under consideration for the 2022 legislative session; and

WHEREAS, banning discussion of LGBTQ people in schools is an effort to silence and shame, to divide and disrespect, when all students should feel safe to learn about themselves and each other, and this includes LGBTQ students and families served by school districts in every county in Tennessee, and

WHEREAS, there are ten elected officials, covering all three grand divisions in the State of Tennessee, who openly identify as LGBTQ; and

WHEREAS, of the ten, two are members of the General Assembly: Representative Eddie Mannis and Representative Torrey Harris, five are members of the Metropolitan Council: Councilmember Russ Bradford, Councilmember Nancy VanReece, Councilmember Zach Young, Councilmember Brett Withers, and Councilmember Emily Benedict, and three are members of the Judiciary, Judge Jennifer Smith, Judge Rachel Bell, and Judge Paula Skahan; and

WHEREAS, it is appropriate that elected officials in the State of Tennessee should be welcome and visible in the history of our State.

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

Section 1. The Metropolitan County Council hereby goes on record as opposing HB0800/SB1216 seeking to prohibit LEAs from utilizing textbooks or instructional materials addressing LGBT issues or lifestyles.

Section 2. The Metropolitan County Council hereby goes on record urging the Tennessee General Assembly, its Committees, and the Governor to reject HB0800/SB1216 seeking to prohibit LEAs from utilizing textbooks or instructional materials addressing LGBT issues or lifestyles.

Section 3. The Metropolitan County Council hereby requests that the Tennessee General Assembly respect that all the people of our great state are worthy of recognition, inclusion, and celebration.

Section 4. The Metropolitan Clerk is directed to send a copy of this Resolution to the Tennessee General Assembly and to Governor Bill Lee.

Section 5. 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:

Brett Withers
Nancy VanReece
Members of Council

Ordinance No. _____

An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and the Nashville Soccer Club for part of a parcel of property at 1441 12th Avenue South, Nashville, Tennessee (Parcel No. 10505017600) (Proposal No. 2022M-011AG-001).

WHEREAS, The Metropolitan Government of Nashville and Davidson County owns certain real property located at 1441 12th Avenue South, Nashville, Tennessee (Parcel No. 10505017600); and,

WHEREAS, the Nashville Soccer Club ("Nashville SC") has determined that a portion of this property is needed to construct and maintain a miniature soccer pitch consistent with promoting youth soccer and community engagement; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County and Nashville SC have negotiated the lease agreement attached hereto and incorporated herein as Exhibit 1; and,

WHEREAS, this ordinance has been mandatorily referred to the Planning Commission pursuant to Section 11.505 of the Metropolitan Charter and has been assigned Proposal No. 2022M-011AG-001, which has been administratively reviewed and recommended for approval; and,

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

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

Section 1. That the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and Nashville Soccer Club attached hereto as Exhibit 1, is hereby approved and the Director of Public Property Administration, or his designee, is hereby authorized to execute the same.

Section 2. That any amendment to this lease agreement shall be approved by resolution of the Metropolitan Council receiving at least twenty-one (21) affirmative votes.

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

RECOMMENDED BY:

Ronald Colter

Ron Colter, Interim Director
Public Property Administration

INTRODUCED BY:

Colby Sledge

Colby Sledge

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery/mjw

Kelly Flannery, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Nicki Eke

Assistant Metropolitan Attorney



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

March 7, 2022

To: Ronald Colter, Metro Finance

**Re: Edgehill Mini Soccer Pitch
Planning Commission Mandatory Referral #2022M-011AG-001**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request to approve a lease agreement between the Metropolitan Government of Nashville and Davidson County and the Nashville Soccer Club for part of a parcel of property at 1441 12th Avenue South, Nashville, Tennessee (Parcel No. 10505017600).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Michelle Hollingsworth at michelle.hollingsworth@nashville.gov or 615-862-7197.

Sincerely,

A handwritten signature in black ink that reads 'Robert Leeman'.

Robert Leeman
Deputy Director
Metro Planning Department
cc: *Metro Clerk*

**GROUND LEASE AGREEMENT BY AND BETWEEN
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY AND
THE NASHVILLE SOCCER CLUB LLC**

1. Parties. This Ground Lease Agreement (“Ground Lease”) is made and entered into on this the 1st day of February, 2022, by and between The Metropolitan Government of Nashville and Davidson County (hereinafter referred to as the “Metropolitan Government”) and the Nashville Soccer Club LLC, a Tennessee limited liability company, (hereinafter referred to as “Lessee”).

2. Leased Premises. The Ground Lease premises is located at 1441 12th Ave S, Nashville, TN 37203 on approximately 1 acre of the total 4.42 acre Midtown Hills Police Precinct (hereinafter referred to as the “Premises”). See attached Exhibit A for exact location and dimensions of the property marked “Site”.

3. Lease. The Metropolitan Government hereby gives permission as hereinafter provided, to the Lessee and the Lessee’s licensees and invitees to enter the Premises in Nashville and Davidson County.

4. Use Of Premises. The Lessee shall be permitted to use the Premises for the purposes of constructing and maintaining a mini soccer pitch consistent with promoting youth soccer and community engagement.

5. Site Improvements/Naming Rights. (a) Lessee agrees to solely fund and construct in coordination with the Metropolitan Nashville Police Department (MNPd) an acrylic mini soccer pitch with goal installations. Upon completion, the mini pitch must be fully fenced with a locking gate, and otherwise maintained in accordance with the manufacturer’s recommendations for user safety. Prior to commencing installation of the mini pitch, Lessee will obtain (as necessary by code) all permits, authorizations, and consents from governmental entities and third parties necessary for the installation and construction of the mini pitch. Approvals from MNPd and Metro General Services are required prior to installation. Lessee and MNPd will both have keys/codes to access the fenced in area. MNPd represents and warrants that there are no underground utilities, underground tanks, any hazardous or other such materials, beneath the surface of the area on which such mini-soccer pitch is to be constructed except for a domestic water line to the Edgehill Garden from the Midtown Hills Precinct. Lessee shall relocate as part of the construction with the approval of Metro General Service.

(b). Lessee shall retain all naming and signage rights for Premises and/or the Playing Area, and retain any placements receive and retain all gross income and revenues connection with such naming rights and/or signage, provided that Lessee shall not permit any name to be given to the Premises or Playing Area without the Metropolitan Government’s prior approval, which approval shall not be withheld unless the proposed name violates Applicable Law or would reasonably cause embarrassment to the Metropolitan Government (such as names containing slang, barbarisms or profanity, that relate to any business or enterprise which is deemed to be controversial or that contain any overt political reference).

6. Parking. No dedicated parking will be assigned at the MNPDP Midtown Hills Precinct for the mini pitch. All on-site parking, if available, shall be coordinated with the MNPDP ahead of each use of the site.

7. Scheduling. All uses of the mini pitch must be in accordance with the promotion of youth soccer and/or community engagement and must have on-site management personnel provided by the Lessee for the duration of any Lessee event. MNPDP and Lessee agree to work together in good faith to schedule Lessee's event requests in advance; provided that Lessee shall have priority to use the Premises for its events over any other user, including the MNPDP.

8. Term. The term of this Ground Lease (the "Lease Term") shall commence on the date this Ground Lease is approved by all parties and filed with the Metropolitan Clerk (the "Commencement Date"), and will end five (5) years after the Commencement Date; provided that, either party will have the right to terminate this Ground Lease upon one hundred eighty (180) days prior written notice given any time after the second anniversary of the Commencement Date. This Ground Lease may be extended for two (2) consecutive five (5) year terms upon the agreement of both parties. Each party must provide written notice of its desire to extend the Lease ninety (90) days prior to the expiration of the Ground Lease. The Metropolitan Government's exercise of an option to extend the term of this Ground Lease shall be approved by the Director of Finance and the Director of Public Property Administration. This Ground Lease shall not take effect until approved by the Metropolitan Council of the Metropolitan Government ("Metro Council").

9. Rent. The Lessee agrees to pay to Metropolitan Government during the Lease Term, annual rent in the amount of \$1.

10. Breach. Should either party fail or neglect to comply with any term or condition of this Ground Lease, the non-breaching party shall be entitled to pursue any and all remedies available under Tennessee law.

11. Reserved

12. Compliance with laws. Lessee agrees to comply with any applicable federal, state and local laws and regulations related to the Premises in the performance of this Ground Lease.

13. Notices.

Notices to the Metropolitan Government shall be sent to:

The Metropolitan Government of Nashville and Davidson County
Director, Public Property Administration
P.O. Box 196300
Nashville, TN 37219

Notices to Lessee shall be sent to:

Nashville Soccer Club LLC

Attn: Mary Cavarra
4400 Harding Road
Nashville, TN 37205

Nashville Soccer Club LLC
Attn: Joe Kennedy
500 Interstate Blvd., Suite 400
Nashville, TN 37210

14. Modification of Lease Agreement. This Ground Lease may be modified only by written amendment executed by all parties and their signatories hereto.

15. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

16. Reserved.

17. Utilities. Lessee agrees to pay charges made against the Premises solely to the extent of any cost related to the provision of electricity for overhead lights that illuminate the Playing Area (defined below) when utilized by Lessee during any Lessee event and any other utilities expressly requested by Lessee during the term of this Ground Lease as the same becomes due.

18. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

19. Employment. Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

20. Insurance. Lessee shall, prior to the beginning of the term of this Ground Lease, provide proof of premises and occupation liability insurance in an amount not less than One Million Dollars (\$1,000,000). Lessee shall provide its certificate of insurance to this Ground Lease to the Director of Risk Management. Lessee shall provide its certificate of insurance to this Ground Lease upon each renewal of said insurance during the term of this Ground Lease. Metropolitan Government shall be named an additional insured on all such policies.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Metropolitan Government may do all things necessary to effect or maintain such insurance and all moneys expended by Metropolitan Government for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Metropolitan Government. If any insurance policies required hereunder cannot be obtained for any reason, Metropolitan Government may require Lessee to cease any and all operations until coverage is obtained. If such

insurance coverage is not obtained within a reasonable period of time, to be determined solely by Metropolitan Government, Metropolitan Government may terminate this Lease.

Lessee shall be responsible for property insurance for all property belonging to the Lessee that shall be in use within Premises. The Metropolitan Government is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-201 et seq. The Metropolitan Government will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of the Metropolitan Government subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

21. Fire and Other Damage to Premises. Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Metropolitan Government and the same shall be repaired by Metropolitan Government without unreasonable delay unless Metropolitan Government determines that the damage is so extensive that repair or rebuilding is not feasible. Such cost shall be the sole responsibility and will be made at the sole discretion of Metropolitan Government. Should the damage to the area be so extensive as to render it un-tenantable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Metropolitan Government not to rebuild the same, then, at the option of Metropolitan Government or Lessee, and upon thirty (30) days written notice to the other of the damage, this Ground Lease, as it applies to said area, shall be canceled and of no further force or effect. Metropolitan Government's obligations to rebuild or repair under this Section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessee.

22. Contingent Fees. Lessee hereby represents that Lessee has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or

debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

24. Indemnification and Hold Harmless. Lessee shall indemnify and hold harmless the Metropolitan Government, its officers, agents and employees from any claims, damages, costs and reasonable outside counsel attorney fees (a) for injuries or damages to the extent arising from the gross negligence or intentional acts or omissions of Lessee, its officers, employees, agents, licensees and invitees in connection with the performance of this Lease Agreement; and (b) to the extent arising from any failure of Lessee, its officers, employees, agents, licensees and invitees to observe applicable laws, all except to the extent of the negligence, intentional acts or omissions of the Metropolitan Government, its officers, agents and/or employees.

25. Waiver of Liability for Personal Property. Metropolitan Government assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Metropolitan Government harmless from any damage or loss of Lessee's personal property located on the Premises.

26. Assignment--Consent Required. The provisions of this Ground Lease shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Ground Lease nor any of the rights and obligations hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metropolitan Government. Any assignment or transfer shall not release Lessee from its obligations hereunder unless the Metropolitan Government consents to a transfer or assignment.

27. Lessee's Obligations for Maintenance. Lessee agrees to keep the Premises during any use by Lessee in clean and sanitary condition free of trash, refuse and debris and not cause damage to the Premises. Lessee is responsible for arranging and paying for all maintenance of the soccer pitch and goals (the "Playing Area") on the leased Premises. Lessee shall not permit any of its employees, agents, officers to, and shall take commercially reasonable precautions so that attendees do not deface, destroy or remove any property of Metropolitan Government, whether real or personal, at or on the Premises. Lessee further agrees that on the date this Ground Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, ordinary wear and tear excepted and excepting with the improvements made by Lessee. All other maintenance (including without limitation, customary mowing and trimming of all grass areas) and repair of the Premises shall be the responsibility of the applicable Metropolitan Government department. Notwithstanding the foregoing, MNPD will be responsible for repairing any damage to the Playing Area to the extent caused by its, or any other Metropolitan Government departments, use of the Playing Area for any non-Lessee event.

28. Mechanic's Liens. No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of Metropolitan Government. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee Lessee shall promptly cause the same to be discharged of record. In the event Lessee fails to cause any such lien to be discharged of record within thirty (30) days after it receives notice thereof, Metropolitan Government may discharge the same by paying the amount claimed to be due, with

the understanding that Metropolitan Government is under no obligation to do so. Should Metropolitan Government discharge any Lessee lien, Lessee agrees to immediately reimburse Metropolitan Government for such amount.

29. Right of Entry. Metropolitan Government and its authorized representatives shall have the right to enter the Premises at all reasonable times during normal business hours for the purpose of examining or inspecting the Premises or showing the Premises to prospective tenants. Metropolitan Government and its authorized representatives, shall have the right to enter the Premises upon prior notice to Lessee at reasonable times for the purpose of (a) exercising any right, power or remedy reserved to Metropolitan Government in this Lease or (b) after not less than thirty (30) days prior written notice to Lessee to perform or to have performed any obligation of Lessee with respect to which Lessee is in default under this Ground Lease. Metropolitan Government may, in the event of an emergency, enter the Premises without providing prior notice to Lessee.

30. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

31. Quiet Enjoyment. Metropolitan Government covenants that Metropolitan Government has good title to Premises and is under no disability that would impair Metropolitan Government's right to enter into this Ground Lease. Lessee, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the Premises during the term hereof without hindrance by or disturbance from Metropolitan Government.

32. Surrender. Upon the expiration or termination of this Ground Lease, Lessee shall peaceably deliver up and surrender the Premises to Metropolitan Government in the same condition as on the Commencement Date, reasonable wear and tear expected. Upon the expiration or termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that have been made by Lessee to Premises in whatever condition at the time shall be deemed a part of the Premises and the same shall not be removed.

33. Reserved.

34. Broker's Commission. There will be no brokerage commission payable since no broker is involved in this Ground Lease.

35. Governing Law. The validity, construction and effect of this Ground Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

36. Venue. Any action between the parties arising from this Ground Lease shall be maintained in the courts of Davidson County, Tennessee.

37. Severability. Should any provision of this Ground Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the

remaining provisions of this Ground Lease.

38. Effective Date. This Ground Lease shall not be binding upon the parties until it has been signed first by the Lessee, then by the authorized representatives of the Metropolitan Government, approved by the Metro Council and has been filed in the office of the Metropolitan Clerk.

39. Entire Agreement. This Ground Lease sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

(Signatures appear on the following page)

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY

LESSEE

NASHVILLE SOCCER CLUB LLC

RECOMMENDED BY:

Ronald Colter

Ron Colter, Interim Director
Public Property Administration

Mary K. Cavana

Mary K. Cavana, Vice President

RECOMMENDED BY:

John Drake

John Drake, Chief
Metropolitan Nashville Police Department

Velvet Hunter

Velvet Hunter, Interim Director
Department of General Services

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery/mjw

Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND

~~Discussed~~ by:

Neki Eke

Assistant Metropolitan Attorney
30EFEB061CB15400...

Sworn to and subscribed to before me a
Notary Public, this 2nd day of February,
2022

NOTARY PUBLIC

Alexandra B. Burlason

My Commission expires: March 7, 2023



My Commission Expires March 7, 2023

ATTEST:

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Date: _____

(N0451369.1)

Exhibit A



Certificate Of Completion

Envelope Id: 7623C0752AB645A6B1018624B4A50628	Status: Sent	
Subject: Please DocuSign: Legislation.docx, Legislative Tracking Form - Nashville SC Lease MNPD (N044006...		
Source Envelope:		
Document Pages: 13	Signatures: 7	Envelope Originator:
Certificate Pages: 15	Initials: 0	Ronald Colter
AutoNav: Enabled		730 2nd Ave. South 1st Floor
Envelope Stamping: Enabled		Nashville, TN 37219
Time Zone: (UTC-06:00) Central Time (US & Canada)		Ronald.colter@nashville.gov
		IP Address: 170.190.198.185

Record Tracking

Status: Original 3/7/2022 9:29:02 AM	Holder: Ronald Colter Ronald.colter@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Ronald Colter ronald.colter@nashville.gov Real Property Metro Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/7/2022 9:45:11 AM Viewed: 3/7/2022 9:45:31 AM Signed: 3/7/2022 9:45:49 AM

Electronic Record and Signature Disclosure:

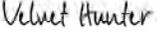
Not Offered via DocuSign

Tom Eddlemon tom.eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/7/2022 9:45:53 AM Viewed: 3/7/2022 9:49:38 AM Signed: 3/7/2022 9:52:38 AM
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John Drake john.drake@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104	Sent: 3/7/2022 9:52:45 AM Viewed: 3/7/2022 9:54:54 AM Signed: 3/7/2022 9:55:30 AM
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Electronic Record and Signature Disclosure:Accepted: 3/7/2022 9:54:54 AM
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Velvet Hunter velvet.hunter@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/7/2022 9:55:35 AM Viewed: 3/7/2022 1:54:25 PM Signed: 3/7/2022 1:55:35 PM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Kelly Flannery/mjw
 maryjo.wiggins@nashville.gov
 Security Level: Email, Account Authentication
 (None)

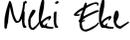


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Electronic Record and Signature Disclosure:
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Nicki Eke
 nicki.eke@nashville.gov
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 30EFE061CB15400...

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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/7/2022 9:45:11 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

AMENDMENT NO. _____
TO
ORDINANCE NO. BL2022-1123

Mr. President –

I hereby move to amend Ordinance No. BL2022-1123 by modifying the recitals as follows:

WHEREAS, ~~Land Solutions Company, LLC~~ the Metropolitan Government owns the property located Map No. 174 - Parcel No. (60.00)-, ~~known as Thurgood Marshall Middle School; and~~

WHEREAS, ~~Land Solutions Company, LLC~~ the Metropolitan Government desires to grant an easement to the Metropolitan Government to construct, maintain, repair, replace and inspect sanitary sewers and water mains on the property, as more particularly described in the attached Agreement for Dedication, incorporated by reference; ~~and~~

WHEREAS, the Metropolitan Government of Nashville and Davidson County desires to accept the grant of this easement; ~~and~~

WHEREAS, the Board of Education has approved the acceptance of the easement.

SPONSORED BY:

Joy Styles
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-621

Mr. President –

I move to amend Second Substitute 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 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~~ that is subject to commission review as defined 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, and whenever practical be 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. A sign placed pursuant to this subsection ~~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 applicant shall be responsible for the cost of preparation of these public notice signs, the placement of the signs in accordance with this provision, and providing proof of compliance to the historic zoning commission.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1085

Mr. President –

I hereby move to amend Ordinance No. BL2022-1085 as follows:

I. By amending Section 4, by adding the following conditions:

11. All signage on the property shall be maintained in good surface and structural condition and in compliance with all building and electrical codes. Any signage on the property in disrepair shall either be repaired or removed.

12. Building facades and materials shall substantially conform to those shown in the design book attached as “Exhibit A”.

INTRODUCED BY:

Erin Evans
Member of Council

Brett Withers
Member of Council

Exhibit A



Hermitage

Vista Inn Hotel Conversion





Bringing Oslo to Nashville

A Scandinavian touch awakens Danish influences

Ironically, the Vista Inn has been an eyesore within a city known for the residence and architecture of one of our nation's earliest presidents. It's time to take this area back, and revive a building that would otherwise be forgotten. The structure has pre-existing Danish architectural elements that we'd like to stretch further into modern scandinavian design. We envision a charismatic project wherein luxe dwellings attract a new type of creative demographic.





Entrance

General Renovation

Elements such as the porte cochere and the shed style stairwells will remain. The expansive empty wall along the previous pool will become the front of the building. This new facade will consist of architectural bump-outs that play off the existing roof angles of the building. New metal siding will match new fascia and roof on these additions. Brick will have perforation for light and architectural detail.



Grey metal shiplap

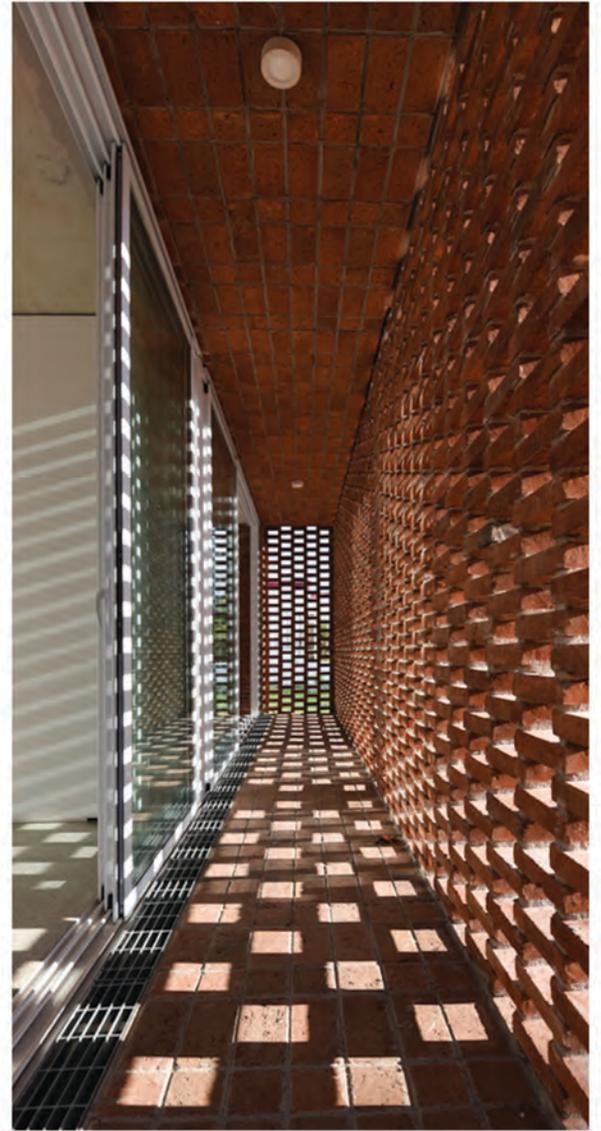


Brick walls with perforation



Black standing seam











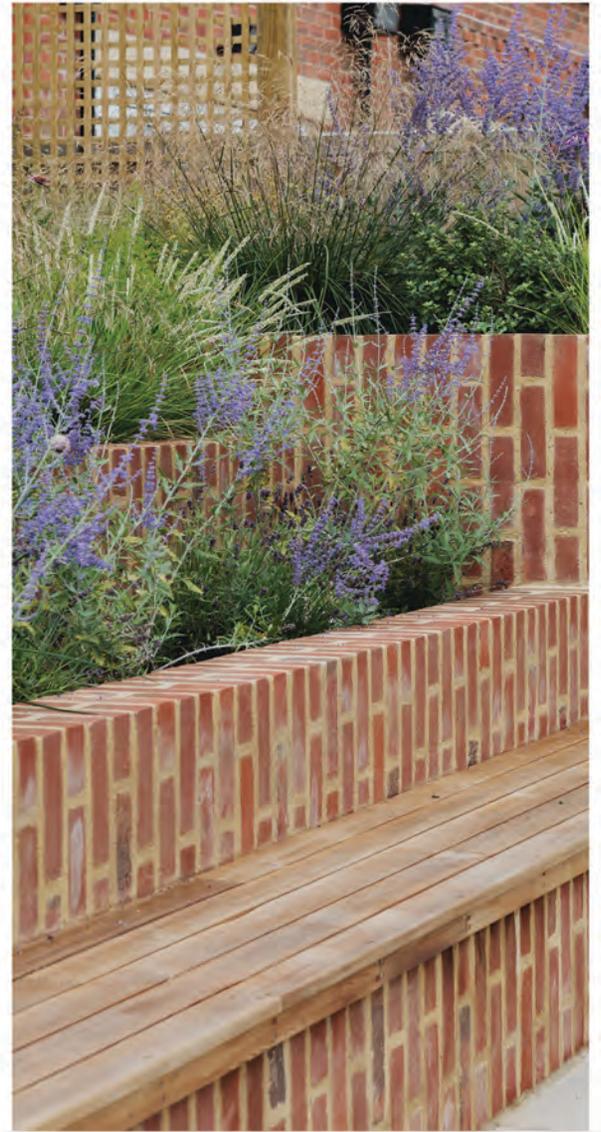














Exterior Corridors

With an immensity of asphalt parking available to the building, we have suggested planters along many of the outdoor corridors to give a more natural and green environment. This will also provide a barrier between dwellings and parking, creating more privacy to each individual doorway.







Murals

As one works their way around the building, this particular wall is in need of love. We propose a collaboration with a Nashville muralist to engage the community at large as well as those who live within these walls. (Artwork shown is from artist Tess Davies of Nashville).







Outdoor Amenities

With a focus on building finishes,

We envision an exterior common area which features a two-pronged entrance pool surrounded by a sunken firepit. The pool will feature a sun shelf where goers can soak up the afternoon rays. To the east, an outdoor pergola with composite wood decking will serve as a lounge with adjacent picnic area. Furnishings will be a mix of comfortable lounges and architectural composite peices.











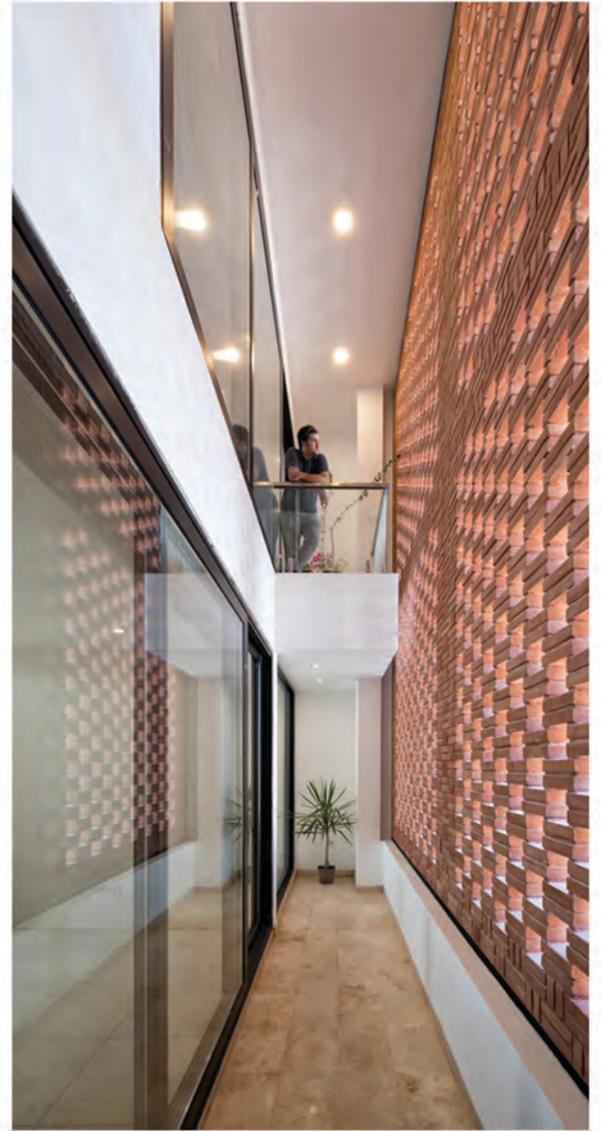




Interior Common

With the use of perforated brick screens as an architectural element on the exterior, we are able to gain an interesting play in light and shadows on the interior. This element combined with oversized light fixtures will create a cool minimal effect against large murals and entertainment seating.







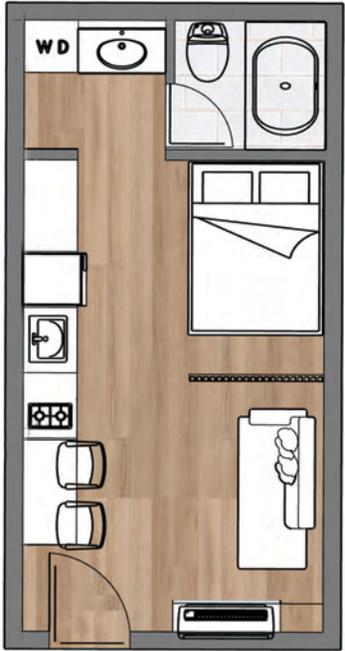


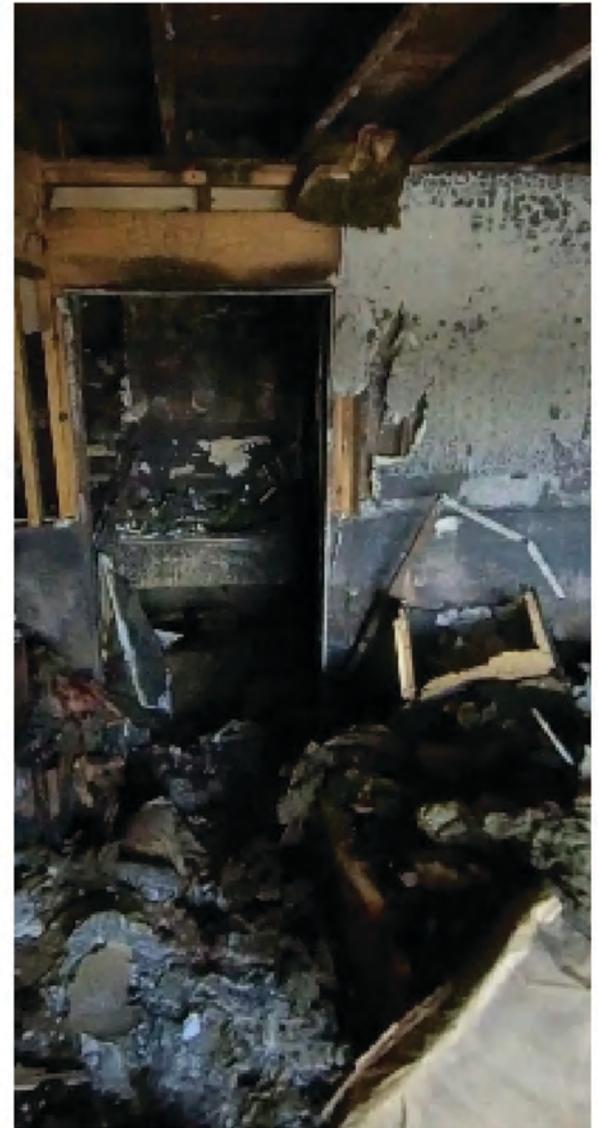




Units

In an effort to delineate zones within a small space, the apartment units will feature a wood slatted partition and upper cabinetry surrounds.







www.welchstudio.com



Welch Studio offices are housed off historic 25th street of Ogden, Utah, in the newly created Arts District. The studio believes in building within a smaller footprint; innovation in design and energy use; creating unimposing structures on the land and environment.

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Ogden, UT 84401

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Instagram: [@Welchstudio](https://www.instagram.com/Welchstudio)

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1086

Mr. President –

I hereby move to amend Ordinance No. BL2022-1086 as follows:

I. By amending Section 1, by adding the following:

- Building facades and materials shall substantially conform to those shown in the design book attached to BL2022-1085 as “Exhibit A”.

INTRODUCED BY:

Erin Evans
Member of Council

Brett Withers
Member of Council