METROPOLITAN COUNCIL

Metro Council Office

PROPOSED AMENDMENTS AND SUBSTITUTES FOR RESOLUTIONS AND ORDINANCES TO BE FILED WITH THE METRO CLERK FOR THE COUNCIL MEETING OF TUESDAY, JULY 19, 2016

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

Substitute Resolution No. 2016-308

A resolution appropriating a total of $2,072,400 from four accounts of the General Fund of the General Services District to various nonprofit organizations selected to receive community enhancement grant funds.

WHEREAS, as a part of the operating budget for fiscal year 2017 adopted by Substitute Ordinance No. BL2016-232, the Metropolitan Council appropriated $675,000 to Domestic Violence Programs, $597,400to Education and After School Programs, $450,000 to Community Service Programs, and $350,000 to Literacy Programs; and

WHEREAS, Section 7-3-314 of the Tennessee Code Annotated states that metropolitan forms of government may provide financial assistance to nonprofit organizations in accordance with the guidelines of the Metropolitan Government; and

WHEREAS, Section 5.04.070 of the Metropolitan Code of Laws provides that the Council may, by Resolution, appropriate funds for the financial aid of nonprofit organizations; and

WHEREAS, the Metropolitan Government, through the Division of Grants Coordination, has accepted applications to receive these funds from nonprofit organizations; and

WHEREAS, pursuant to the guidelines of the Division of Grants Coordination, the Mayor has accepted the recommendations of the Community Enhancement Fund Review Panels that the appropriated funds be distributed to thirty-one (31) specific nonprofit organizations; and

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to these thirty-one (31) nonprofit organizations.

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

Section 1. There is hereby appropriated Six Hundred Seventy-five Thousand dollars ($675,000) from the ADM Domestic Violence Programs Account (Account No. 01101591) of the General Fund of the General Services District to fund grants to five (5) nonprofit organizations as follows:

$186,500 to Legal Aid Society of Middle Tennessee and the Cumberlands for legal services and court advocacy
$107,000 to Morning Star Sanctuary, Inc. for shelter/support services, counseling and legal assistance
$278,700 to Young Women's Christian Association (YWCA) Nashville & Middle Tennessee for shelter and support services
$51,000 to Tennessee Coalition to End Domestic and Sexual Violence for legal advocacy and representation for immigrant Domestic Violence victims
$51,800 to The Mary Parrish Center for extended shelter/transitional housing, advocacy and counseling

Section 2. There is hereby appropriated Five Hundred Ninety-sevenThousand Four Hundred dollars ($597,400)
from the ADM Educ and After School Programs Account (Account No. 01101592) of the General Fund of the General Services District to fund grants to twelve (12) nonprofit organizations as follows:

$48,000 to Backfield in Motion for afterschool academic enhancement and life-skills program to students
$49,900 to Boys & Girls Club of Middle Tennessee for afterschool and summer enrichment tutorial assistance
$14,500 to Conexion Americas for structured out of school program to Latino students
$51,000 to Fannie Battle Day Home for Children for before and afterschool, and summer enrichment program
$74,800 to Hearing Bridges for afterschool and/or summer enrichment tutorial assistance for hearing impaired students
$75,000 to Martha O'Bryan Center, Inc. for afterschool enrichment programs
$44,100 to Monroe Harding, Inc. for afterschool and summer programs
$58,100 to Oasis Center, Inc. for afterschool and summer programs
$73,500 to PENCIL Foundation for afterschool and summer programs
$10,200 to Preston Taylor Ministries, Inc. for afterschool programs with emphasis on reading
$45,100 for Salama Urban Ministries, Inc. for afterschool programs
$53,200 Vanderbilt University Medical Center (School of Nursing) for afterschool programs

Section 3. There is hereby appropriated Four Hundred Fifty Thousand Dollars ($450,000) from the ADM Misc Community Agencies/Services Account (Account No. 01101593) of the General Fund of the General Services District to fund grants to eight (8) nonprofit organizations as follows:

$14,000 to Family and Children's Service for emergency financial support for housing, utilities, food and transportation
$59,900 to Fifty Forward (Senior Citizens) for elderly care case management and meal deliveries
$79,100 to Nashville CARES for case management in conjunction with housing/financial assistance for persons with HIV/AIDS
$71,400 to NeedLink Nashville for emergency financial assistance with rent and utilities
$88,900 to Second Harvest Food Bank of Middle Tennessee, Inc. for emergency food box distributions
$42,900 to Southern Word for mentors to teach skills in spoken word and to prevent violence
$23,800 to The Oasis Church, Inc. to provide food bags to students
$70,000 to United Way Nashville & Middle Tennessee for emergency housing and utility assistance

Section 4. There is hereby appropriated Three Hundred Fifty Thousand Dollars ($350,000) from the Contribute Literacy Programs Account (Account No. 01101516) of the General Fund of the General Services District to fund grants to six (6) nonprofit organizations as follows:

$27,000 to Big Brothers Big Sisters of Middle Tennessee for reading/language art skills
$89,500 to Nashville Adult Literacy Council, Inc. for reading and English skills to US-born and immigrant adults
$90,000 to Nashville International Center for Empowerment for adult English proficiency and GED-preparation programs
$39,500 to St. Luke's Community House, Inc. for school-age reading skills and "intergenerational" literacy.
$27,000 to STARS Nashville for educational support to increase fluency in sign language for Deaf or hard-of-hearing students.
$77,000 to Teach for America to educational support to improve literacy skills

Section 5. The Metropolitan Government is hereby authorized to enter into a grant contract with the nonprofit organizations listed in Sections 1 through 4 above for the amount provided herein for the purposes stated. Such contract shall specify the terms and conditions under which the grant funds are to be spent.

Section 6. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILTY OF FUNDS:

Talia Lomax-O'dneal, Director
Department of Finance

INTRODUCED BY:

_____

_____

_____
Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Amendment No. 1

To

Resolution No. RS2016-311

Mr. President:

I move to amend Ordinance No. RS2016-311 as follows:

1. The mandatory referral number in the caption of the Resolution be deleted and substituted with the following mandatory referral number 2016M-009PR-002.

Introduced By:

_____

Member of Council

Amendment No. 1

To

Ordinance No. BL2016-250

Mr. President:

I move to amend Ordinance No. BL2016-250 by replacing Exhibit 1 attached to the ordinance with Exhibits 1 and 2 attached to this amendment.

Introduced By:

_____

_____

_____

Members of Council

SUBLEASE AGREEMENT

This Sublease Agreement ("**Agreement**") is made and entered into as of this ___ day of _____, 2016, by and between ACTIVE NETWORK, LLC, a Delaware limited liability company and successor in interest to THE ACTIVE NETWORK, INC., a Delaware corporation, for all purposes set forth herein ("**Sublessor**"), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan government, organized and existing under the laws of the State of Tennessee ("**Sublessee**"):

ARTICLE 1
DEMISE AND DESCRIPTION

1.01 Grant of Sublease. Subject to and upon the terms and conditions set forth in this Agreement, during the Term (as defined in Section 3.01), Sublessor hereby grants a sublease right to Sublessee to use the Subleased Premises (defined below) for general office purposes only and for no other purposes whatsoever. The "**Subleased Premises**" means approximately 32,546 rentable square feet, consisting of (a) an approximately 20,439 rentable square foot portion of the third floor, (b) an approximately 6,829 rentable square foot portion of the second floor, and (c) an approximately 5,278 rentable square foot portion of the first floor, located in the building commonly known as Donelson Corporate Centre II, 3055 Lebanon Road, in the City of Nashville, County of Davidson, State of Tennessee, depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference. Sublessor currently leases the Subleased Premises from Donelson Corporate Centre, L.P., a Tennessee limited partnership ("**Master Landlord**"), pursuant to an office lease with Sublessor dated September 24, 1999, as amended by that certain First Amendment to Office Lease Agreement dated April 28, 2005, that certain Second Amendment to Office Lease Agreement dated June 29, 2005, that certain Third Amendment to Office Lease Agreement dated January 10, 2007, that certain Fourth Amendment to Office Lease Agreement dated March 25, 2008, and that certain Fifth Amendment to Office Lease Agreement dated February 11, 2011 (collectively as amended referenced herein as the "**Prime Lease**"). The Prime Lease is attached hereto as **Exhibit "A-1"** and incorporated herein by reference.

1.02 Condition of the Subleased Premises. Sublessee acknowledges and agrees that it has inspected the Subleased Premises and agrees to accept the Subleased Premises in its present condition, "**AS IS**" and "**WITH ALL FAULTS**". Without limitation on the foregoing, Sublessor will have no obligation to construct any tenant improvements to the Subleased Premises or make any repairs or modifications to the Subleased Premises. Subtenant acknowledges that the Subleased Premises have not undergone an inspection by a Certified Access Specialist ("**CASp**").

1.03 Disclaimer of Warranties. SUBLESSEE ACKNOWLEDGES THAT NEITHER SUBLESSOR NOR MASTER LANDLORD HAS MADE OR WILL MAKE ANY WARRANTIES TO SUBLESSEE WITH RESPECT TO THE QUALITY OF TENANT FINISH WITHIN THE SUBLEASED PREMISES OR AS TO THE CONDITION OF THE SUBLEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THAT SUBLESSOR AND MASTER LANDLORD EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE SUBLEASED PREMISES ARE OR WILL BE SUITABLE FOR

SUBLESSEE'S INTENDED PURPOSES. SUBLESSEE'S OBLIGATION TO PAY RENTALS UNDER THIS AGREEMENT IS NOT DEPENDENT UPON THE CONDITION OF THE SUBLEASED PREMISES OR THE PROJECT (NOW OR IN THE FUTURE) OR THE PERFORMANCE BY SUBLESSOR OF ITS OBLIGATIONS OWED TO SUBLESSOR, AND SUBLESSEE WILL CONTINUE TO PAY THE RENTALS UNDER THIS AGREEMENT WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY SUBLESSOR OF ITS DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT OR BY MASTER LANDLORD OF ITS DUTIES OR OBLIGATIONS UNDER THE PRIME LEASE, WHETHER EXPRESS OR IMPLIED.

1.04 **Defined Terms**. Unless otherwise defined in this Agreement, capitalized terms will have the meanings given to such terms in the Prime Lease. Sublessor and Sublessee are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

1.05 **Master Landlord Approval**. Sublessee expressly acknowledges and agrees that this Agreement requires the consent of Master Landlord. Accordingly, the obligations of Sublessor and Sublessee contained herein are subject and contingent upon the approval by Master Landlord of this Agreement, and the execution by Master Landlord of the Consent by Lessor to Sublease, attached hereto as **Exhibit "B"** and incorporated herein by reference ("**Master Landlord Consent**"). Sublessor and Sublessee agree to execute the Master Landlord Consent within two (2) business days of the approval of this Agreement by Master Landlord. In the event that the Master Landlord does not consent to this Agreement within sixty (60) days of the date hereof, Sublessor shall have the right to terminate this Agreement by delivering written notice thereof to Sublessee, and neither party shall have any further rights or obligations hereunder. Should the Master Landlord not approve the Sublease, Sublessor shall return the Prepaid Rent (as defined in Section 8.03 below) to Sublessee within ten (10) days of Master Landlord's refusal to approve the Sublease.

1.06 **Enforcement of Prime Lease**. Sublessor shall use its commercially reasonable efforts to cause Master Landlord to perform its obligations under the Prime Lease. However, Sublessee shall not have any claim against Sublessor by reason of the Master Landlord's failure or refusal to comply with any provisions of the Master Lease, unless such failure or refusal is a result of Sublessor's failure to exercise such commercially reasonable efforts.

ARTICLE 2
USE

2.01 **Generally**. Sublessee will use the Subleased Premises only for general office purposes, and for no other purpose without Sublessor's and Master Landlord's prior written consent. Sublessee will not do or permit any act to be done within the Subleased Premises that is unlawful or would be inconsistent with the standards of a first class office project. Upon receipt of notice from Sublessor, Sublessee will cease any act that Sublessor reasonably determines would give rise to a breach of the Prime Lease. Sublessee hereby covenants and agrees to promptly deliver to Sublessor copies of any and all notices or other

correspondence received by Sublessee from Sublessor that might affect Sublessor in any manner. If the Prime Lease is terminated for any reason whatsoever, then, notwithstanding any provision to the contrary contained in this Agreement: (i) this Agreement will terminate simultaneously with such termination of the Prime Lease; and (ii) Sublessor will have no liability to Sublessee in connection with such termination, unless Sublessor willingly terminates the Prime Lease and no Sublessee Default then exists.

2.02 **Services**. Sublessee hereby acknowledges and agrees that Sublessor will have no obligation to provide any services or amenities to Sublessee under this Agreement including, without limitation, beverage services, copier services, document destruction services, first aid, office supplies, etc. Without limiting the foregoing, Sublessor will have no obligation to maintain, repair or replace any portion of the Subleased Premises under any circumstances whatsoever. In addition, Sublessor will in no event be liable to Sublessee for Sublessor's failure to provide services, amenities, and rights nor will any such failure be construed as a breach of this Agreement by Sublessor or an eviction of Sublessee or entitle Sublessee to an abatement of any of the rentals under this Agreement, except and only to the extent that Sublessor receives an abatement applicable to the Subleased Premises under the Prime Lease with respect thereto.

2.03 **Telecommunications and Utilities**. Sublessee shall provide its own cabling and circuitry for voice and internet connectivity, together with any other equipment required for Sublessee's use of the Subleased Premises, except as otherwise expressly provided herein, and Sublessee shall comply with the provisions of the Primary Lease (including, without limitation, Section 16(c)) with respect to any such cabling and circuity and other equipment), excluding exceptions noted in Section 9.02 of the Sublease. Sublessee acknowledges that Master Landlord furnishes utility and other services to the Subleased Premises pursuant to Section 8 of the Prime Lease. To the extent Sublessee incurs services in excess of Building Standard Services (as defined below), Sublessee shall be responsible for any excess charges billed by Master Landlord with respect to the Subleased Premises. Without limiting the foregoing, in the event Sublessor is required to pay any bill for services furnished to the Subleased Premises during the Term hereof, Sublessee shall be obligated to reimburse Sublessor for such amounts immediately upon demand.

2.04 **Building Security**. Sublessor agrees to coordinate with Master Landlord to procure keys for Sublessee to gain entry into the Subleased Premises, at Sublessee's cost and in accordance with Paragraph 9 of the Prime Lease.

2.05 **No Privity of Contract with Master Landlord**. Sublessee is not a party to and has no rights under the Primary Lease. Accordingly, and without limiting the generality of the foregoing, Sublessee will not have the right to exercise any of Sublessor's options, rights of renewal or options to renew or extend the term, rights of first refusal, or elections permitted or authorized under the Prime Lease, or to institute any action or proceeding against Sublessor for the enforcement of the Prime Lease.

2.06 **Maintenance**. Sublessee shall, at Sublessee's sole cost and expense, clean, keep and maintain the Subleased Premises in good condition and repair, and in compliance with the Prime Lease.

ARTICLE 3
TERM; SURRENDER OF POSSESSION; ALTERATIONS

3.01 **Term**. Unless the Prime Lease is terminated sooner pursuant to the terms thereof, the term of this Agreement and Sublessee's sublease to use the Subleased Premises will commence on the later of (a) June 1, 2016, or (b) the date Master Landlord has executed the Master Landlord Consent (the "**Commencement Date**"), and expire on May 22, 2018 ("**Term**").

3.02 **Surrender of the Subleased Premises**. At the termination of this Agreement, by lapse of time or otherwise, Sublessee will (i) deliver up the Subleased Premises to Sublessor in as good condition as existed on the first date of possession by Sublessee, ordinary wear and tear only excepted; and (ii) without expense to Sublessor or Master Landlord, remove or cause to be removed from the Subleased Premises all debris and rubbish, and such items of trade fixtures, furniture, equipment (including, without limitation, the Existing FF&E as defined below), free-standing cabinet work, cabling, wiring, and other articles of personal property owned by Sublessee or installed or placed by Sublessee at its expense in the Subleased Premises, and such similar articles of any other persons claiming under Sublessee, as Sublessor or Master Landlord may, reasonably require to be removed (collectively, "**Sublessee's Personal Property**"), and Sublessee will repair at its own expense all damage to the Subleased Premises and the Buildings resulting from such removal; and (iii) surrender the Subleased Premises in the condition required under the Prime Lease. If Sublessee fails to remove Sublessee's Personal Property and repair and restore the affected areas as provided in the immediately preceding sentence at the time of surrender of the Subleased Premises, then (a) all such Sublessee's Personal Property shall be considered abandoned and shall become the property of Sublessor, and (b) Sublessor may perform such work, and all costs and expenses incurred by Sublessor in so performing such work and all reasonable and documented costs incurred by Sublessor pursuant to the Prime Lease as a result of Sublessee's breach of its obligations hereunder will be reimbursed by Sublessee to Sublessor within 20 days after Sublessee's receipt of invoice therefor. Upon termination of this Agreement, Sublessor will have the right to re-enter and resume possession of the Subleased Premises.

3.03 **No Right to Hold Over**. Sublessee shall have no right to hold over after the expiration or termination of this Agreement and any such hold over after the expiration or termination of this Agreement shall be a material breach of this Agreement. In the event Sublessee remains in the Subleased Premises after the expiration of earlier termination of this Agreement in violation of this Agreement, such holdover shall not be construed to extend the term of this Sublease, and Sublessee shall be deemed a tenant at will, terminable on five (5) days' notice from Sublessor or Master Landlord.

3.04 **Alterations**. Sublessee will not make any improvements, alterations, additions, or changes to the Subleased Premises (collectively, the "**Alterations**") without the prior written consent of Sublessor and Master Landlord, which will not be unreasonably withheld, except to the extent such Alterations impact or effect building systems or structure in which case Sublessor and Master Landlord may withhold consent to such Alterations in their sole and absolute discretion. Sublessee will comply with all reasonable conditions, rules

and regulations imposed by Sublessor and Master Landlord in connection with the performance of any Alterations. All Alterations, improvements, fixtures and/or equipment that may be permanently affixed in or about the Subleased Premises, from time to time, will be at the sole cost of Sublessee and will be and become the property of Master Landlord and will remain upon and be surrendered with the Subleased Premises at the end of the Term; provided, however, Sublessor or Master Landlord may, by written notice delivered to Sublessee concurrently with the approval of the final working drawings for any Alterations, identify those Alterations that Sublessor or Master Landlord will require Sublessee to remove at the expiration or earlier termination of this Agreement. Sublessor or Master Landlord may also require Sublessee to remove Alterations that Sublessor or Master Landlord did not have the opportunity to approve as provided above. If Sublessor or Master Landlord requires Sublessee to remove any such Alterations, Sublessee, at its sole cost and expense, agrees to remove the identified Alterations on or before the expiration or earlier termination of this Agreement and repair any damage to the Subleased Premises caused by such removal. If Sublessee fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Sublessor or Master Landlord may do so and may charge the cost thereof to Sublessee. The immediately preceding sentence will survive the expiration or earlier termination of this Agreement.

ARTICLE 4
RENT

4.01 **Base Rental**. Sublessee hereby agrees to pay to Sublessor, as monthly base rental under this Agreement ("**Base Rental**"), the monthly amount of Forty Thousand Six Hundred Eighty-Two Dollars and 50/100 Dollars ($40,682.50) (calculated based on an annual rental rate of $15.00 per rentable square foot, divided into twelve equal monthly installments). Sublessee will pay Base Rental to Sublessor monthly, in advance, without demand, for each and every month during the Term, and prorated on a daily basis for any partial month. Base Rental and Additional Rental is payable commencing as of the Commencement Date; there is no rent abatement provided pursuant to this Agreement. In addition to the foregoing, Sublessee agrees to pay Sublessor the sum of $6,100 upon the execution of this Sublease

4.02 **Increase in Base Rent**. The Base Rental payable pursuant to Section 4.01 above, shall increase 3.0% on June 1, 2017. Accordingly, the monthly Base Rental for the period from June 1, 2017 to May 31, 2018 shall be Forty-One Thousand Nine Hundred Two and 98/100 Dollars ($41,902.98) per month.

4.03 **Payment of Rentals**. Each monthly installment of Base Rental due to Sublessor under this Agreement will be payable by Sublessee on the Commencement Date and on the first day of each calendar month thereafter occurring during the Term. All payments under this Agreement must be delivered to Sublessor at Sublessor's address set forth in this Agreement or at such other place as Sublessor designates in writing from time to time. If less than all of any calendar month or year occurs during the Term, rents for such month or year will be prorated based on the actual number of days during such month or year occurring within the Term.

4.04 **Additional Rental.** All amounts that are payable by Sublessee to Sublessor pursuant to the terms of this Agreement, other than and in addition to Base Rental, collectively constitute "**Additional Rental**". In the event that Sublessor shall make any expenditure for which Sublessee is liable under this Sublease (whether as the result of a Sublessee Default or otherwise), the amount thereof shall be deemed Additional Rental and payable by Sublessee to Sublessor with the succeeding installment of Base Rental or, if no installment of Base Rental is payable, within thirty (30) days of Sublessor's demand therefor, together with interest thereon at the Applicable Rate (as hereinafter defined). The provisions of this Section 4.04 shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

ARTICLE 5
QUIET ENJOYMENT

5.01 **Covenant of Quiet Enjoyment**. Provided Sublessee has performed all of the terms, covenants, agreements, and conditions of this Agreement, including the payment of rental and all other sums due under this Agreement, Sublessee will peaceably and quietly hold and enjoy the Subleased Premises against Sublessor and all persons claiming by, through, or under Sublessor, but not otherwise, for the term described in this Agreement, subject to the provisions and conditions of this Agreement, the Rules and Regulations attached to the Prime Lease as Exhibit F, and such reasonable additional or modified rules and regulations as Sublessor may subsequently make from time to time.

5.02 **Limitation**. It is understood and agreed that the provisions of Section 5.01 and any and all other covenants of Sublessor contained in this Agreement will be binding upon Sublessor and its successors only with respect to breaches occurring during its and their respective ownership of the Sublessor's interest under this Agreement. This Agreement is subject to and subordinate to all matters of public record in Davidson County, Tennessee, and all applicable laws.

ARTICLE 6
ASSIGNMENT AND SUBLETTING

6.01 **Restriction**. Sublessee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest in this Agreement or sublet the Subleased Premises or any part thereof, or permit the use of the Subleased Premises by any party other than Sublessee. Any such assignment or subletting without such consent by Sublessor and Master Landlord (which consent may be withheld in Master Landlord's sole and absolute discretion) will be void.

ARTICLE 7
INDEMNIFICATION AND EXCULPATION

Sublessee acknowledges and agrees that Sublessor will have no responsibility to prevent third party criminal acts. Sublessor will not be liable to Sublessee or any of the Sublessee Parties for any liability or loss to Sublessee or any of the other Sublessee Parties arising out of or in connection with any criminal activity or damage or injury to persons or

property caused by persons gaining access to the Project except to the extent Sublessor's own negligence may contribute thereto; provided, however, in no event will Sublessor be liable for any indirect or consequential losses or damages suffered by Sublessee.

ARTICLE 8
DEFAULTS AND REMEDIES

8.01 **Default by Sublessee; Remedies of Sublessor**. In case of any failure to pay rent or other sums when due hereunder, or any other breach of this Agreement by Sublessee, or any "Event of Default" under the Prime Lease or under the Master Landlord Consent due to an act or omission of Sublessee, including, without limitation, Sublessee's failure to vacate the Subleased Premises pursuant to section 1(g) thereof (each, a "**Sublessee Default**"), then immediately upon the occurrence of any such Sublessee Default, Sublessor may exercise any and all rights and remedies available under this Agreement, all rights and remedies available to Master Landlord under the Prime Lease, and all rights and remedies available to Sublessor at law or equity, including, without limitation, the following:

(a) Sublessor may terminate this Agreement by notice to Sublessee, which termination shall be effective immediately upon the delivery of such notice, and Sublessee must quit and surrender the Subleased Premises to Sublessor in the condition required in Section 3.02 above, no later than ten (10) days after such termination. Notwithstanding any such termination of this Agreement, Sublessee shall remain fully liable for all of its obligations under this Agreement during any period of time in which Sublessee remains in possession of the Subleased Premises until such time as Sublessee surrenders the Subleased Premises as required hereunder. In addition, Sublessor shall be entitled to reimbursement by Sublessee, immediately upon demand, for the actual loss or costs incurred by Sublessor in connection with this Agreement, including, without limitation, any brokerage commissions paid by Sublessor.

(b) If this Agreement shall have been terminated as provided in this Section 8.01, then Sublessor may re-enter the Subleased Premises, by any lawful means, and remove and dispossess Sublessee and all other persons and any and all property from the same.

(c) If this Agreement shall have been terminated as provided in this Section 8.01, Sublessee shall pay Base Rental hereunder up to the time of such termination, and thereafter Sublessee, until the end of what would have been the Term of this Agreement in the absence of such termination, and whether or not the Subleased Premises shall have been relet, shall be liable to Sublessor for, and shall pay to Sublessor, as liquidated current damages: the Base Rental due hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Subleased Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, , advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Sublessee shall pay such liquidated current damages to Sublessor monthly on the days which the Base Rental would have been payable hereunder if this Agreement had not been terminated.

(d) [Deleted.].

(e) In case of any Sublessee Default, re-entry, expiration and dispossession by summary proceedings or otherwise, Sublessor may, at its option (i) relet the Subleased Premises or any part or parts thereof, either in the name of Sublessor or otherwise, for a term or terms which may at Sublessor's option be equal to, less than, or in excess of the period which would otherwise have constituted the balance of the Term of this Agreement and may grant concessions or free rent to the extent that Sublessor considers necessary or advisable to relet the same, and (ii) make such alterations, repairs and decorations in the Subleased Premises as Sublessor considers necessary or advisable for the purpose of reletting the Subleased Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Sublessee from liability hereunder as aforesaid. Sublessee hereby expressly waives any and all rights of redemption granted by or under applicable law in the event of Sublessee being evicted or dispossessed, or in the event of Sublessor obtaining possession of the Subleased Premises, by reason of the violation by Sublessee of any of the terms, covenants or conditions of this Agreement.

(f) Sublessor shall have the right, but not the obligation to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Sublessee to perform any of the provisions of this Agreement or the Master Landlord Consent, regardless of the nature thereof, and in the event of the exercise of such right by Sublessor, Sublessee agrees to pay to Sublessor forthwith upon demand all such sums, together with interest thereon per annum at the lesser of (i) twelve percent (12%), or (ii) the maximum lawful rate, as Additional Rental (the **"Applicable Rate"**).

The specified remedies to which Sublessor may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Sublessor may at any time be entitled lawfully, and Sublessor may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if this Agreement did not provide for specific remedies.

Sublessee shall pay to Sublessor for all reasonable costs incurred in connection with any Sublessee Default, Failure on the part of Sublessor to claim or complain of any action or non-action on the part of Sublessee, no matter how long the same may continue, shall not constitute a waiver by Sublessor of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Sublessor shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Sublessor to or of any action by Sublessee requiring such consent or approval shall not be construed to waive or render unnecessary Sublessor's consent or approval to or of any subsequent similar act by the other. No payment by Sublessee, or acceptance by Sublessor, of a lesser amount than that due from Sublessee to Sublessor hereunder shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Sublessee hereunder. The acceptance by Sublessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Sublessor may accept such check without prejudice to any other rights or remedies which Sublessor may have against Sublessee.

8.02 **[Deleted.]**

8.03 **Prepaid Rent**. On the date of execution of this Agreement, Sublessee will pay in advance the first and last monthly installments of rent under this Agreement in the total amount of Sixty-Nine Thousand One Hundred Ninety-Two and 55/100 Dollars ($69,192.55) ("**Prepaid Rent**").

ARTICLE 9
INCORPORATION OF TERMS OF PRIME LEASE

9.01 **Subordination to Prime Lease**. This Agreement is subject and subordinate to the Prime Lease. Sublessee shall have no greater rights to the use and occupancy of the Subleased Premises than Sublessor has under the Prime Lease; in particular, Sublessee's Term shall not be greater than Sublessor's lease term under the Prime Lease. Except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Agreement, Sublessee is bound to Sublessor in the same manner as Sublessor is bound to the Master Landlord with respect to all lease provisions, as well as any rules and regulations pursuant to the Prime Lease. Sublessee acknowledges that it has reviewed the Prime Lease and is familiar with the terms and conditions thereof, and shall be subject to the terms thereof as modified by this Agreement.

9.02 **Incorporation of Terms**. For the purposes of incorporation herein, solely as between the Sublessor and the Sublessee, the terms of the Prime Lease are subject to the following modifications:

(a) In all provisions of the Prime Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Agreement) requiring the approval or consent of Master Landlord, Sublessee shall be required to obtain the approval or consent of both Sublessor and Master Landlord.

(b) Sublessor shall have no obligation to restore or rebuild any portion of the Subleased Premises after any destruction or taking by eminent domain.

(c) With respect to work, services, repairs, restoration, insurance, indemnities, representations, warranties or the performance of any other obligation of Master Landlord under the Prime Lease, the sole obligation of Sublessor will be to request the same in writing from the Master Landlord.

(d) In any case where "Tenant" is to indemnify, release or waive claims against Master Landlord, as between Sublessor and Sublessee, such indemnity, release or waiver will not be deemed to run from Sublessee to both Master Landlord and Sublessor.

(e) Sublessor and Sublessee agree that the following provisions in the Prime Lease shall not apply to Sublessee, it being the intent of the parties that this Agreement shall govern as between Sublessor and Sublessee with respect to such matters:

(i) as between the Sublessor and the Sublessee, provisions in the Prime Lease that require Tenant to indemnify and/or hold harmless Landlord shall not apply to Sublessee.

(ii) provisions in the Prime Lease that require Tenant to procure or maintain insurance shall not apply to Sublessee (except to the extent provided in Section 11.06 of this Agreement).

9.03 Liability. Unless caused by the gross negligence or willful misconduct of Sublessor, Sublessor shall not be liable to Sublessee, or any other person, for any damages or business interruption on account of loss, damage, fire or theft of any personal or business property purchased by or belonging to Sublessee.

ARTICLE 10
MISCELLANEOUS

10.01 Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

10.02 Headings; Interpretation. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement requires, words used in the singular will be construed to include the plural and vice versa and pronouns of whatsoever gender will be deemed to include and designate the masculine, feminine or neutral gender.

10.03 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, will constitute collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature page or an electronically scanned signature page will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same agreement.

10.04 Notices. All notices, consent, requests, instructions, approvals, and other communications provided for in this Agreement and all legal process in regard to this Agreement will be validly given, made or served, if in writing and delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, if to:

Sublessor:

Active Network, LLC
Attn: Greg Ingino, Chief Information Officer
717 N. Harwood Street, Ste. 2500
Dallas, TX 75201

With a copy to:

Active Network, LLC
Attn: Jeff Lambert, Chief Legal Officer
717 N. Harwood Street, Ste. 2500
Dallas, TX 75201

With a copy to:

Gresham Savage Nolan & Tilden, PC
Attn: J. Matthew Wilcox, Esq.
550 E. Hospitality Lane, Ste. 300
San Bernardino, CA 92408

All notices, except legal process, shall be delivered to Sublessee as follows:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Public Property Administration
P. O. Box. 196300
Nashville, TN 37219-6300

Hand delivery address:
Attn: Director of Public Property Administration
Metropolitan Government of Nashville and Davidson County
700 2nd Avenue South, Suite 310
Nashville, TN 37210

Legal process directed to the Metropolitan Government of Nashville and Davidson County shall be served via hand delivery to:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Law
Department of Law
Metropolitan Historic Courthouse, Suite 108
1 Public Square
Nashville, TN 37201

Or to such other addresses as any Party may, from time to time, designate in writing delivered in a like manner.

10.05 **Sublessor's Access**. Sublessor or its agents may enter the Subleased Premises at any time and for any reason, but Sublessor agrees to use reasonable efforts not to unreasonably disturb Sublessee's use of the Subleased Premises. To the extent practicable, and excepting any entry for emergencies, Sublessor agrees to provide Sublessee reasonable notice prior to any such entry.

10.06 **Successors and Assigns**. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns in accordance with the terms of this Agreement. Sublessee shall not assign this Agreement or any of its rights to the Subleased Premises, without Sublessor's consent, which consent may be withheld in Sublessor's sole and absolute discretion.

10.07 **Time of the Essence**. Time is of the essence in the performance by Sublessee of its obligations under this Agreement.

10.08 [Deleted.]

10.09 **Waivers**. Any failure by a Party to insist, or any election by a Party not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Agreement will not be deemed to be a waiver thereof or of any other term, provision, or condition of this Agreement, and such Party will have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions of this Agreement.

10.10 **Remedies Cumulative; Applicable Law**. All rights and remedies of the parties under this Agreement will be cumulative and none will exclude any other rights or remedies allowed by law. This Agreement will be construed according to the laws of the State of Tennessee.

10.11 **Entire Agreement**. The terms and provisions of all schedules and exhibits described in this Agreement and attached to this Agreement are hereby made a part of this Agreement for all purposes. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect to this Agreement are merged into and superseded by this Agreement.

10.12 **Authority**. Sublessee warrants, represents, and covenants that (a) it is a duly organized and existing legal entity under the laws of the state in which it is organized, and in good standing in the State of Tennessee, (b) it has full right and authority to execute, deliver, and perform this Agreement, (c) the person executing this Agreement on behalf of Sublessee was authorized to do so, and (d) upon request of Sublessor, Sublessee will deliver to Sublessor satisfactory evidence of the due authorization, execution, and delivery of this Agreement by Sublessee.

10.13 **Severability**. If any term or provision of this Agreement, or the application thereof to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

10.14 **No Recording**. This Agreement (including any exhibits to this Agreement) will not be recorded.

ARTICLE 11
SPECIAL PROVISIONS

11.01 **Parking**. Sublessee will be entitled to utilize five (5) surface parking spaces per one thousand (1,000) square feet of the Subleased Premises on a non-exclusive and unreserved basis free of charge during the term of the Sublease.

11.02 **Brokerage Commissions**. Sublessee represents and warrants that no commission or finder's fee is due to any broker as a representative of Sublessee.

11.03 **Existing FF&E**. Appurtenant to Sublessee's sublease of the Subleased Premises, during the Term, Sublessee will have the right to use, free of charge, the existing furniture, fixtures, cabling, and equipment located within the Subleased Premises (the "**Existing FF&E**"). Sublessee will accept the Existing FF&E in its present condition, "**AS IS**" and "**WITH ALL FAULTS**". Sublessee acknowledges that neither Sublessor, nor any employee, agent, representative, or contractor of Sublessor, has made any representations with respect to the condition of the Existing FF&E or the suitability of the same for Sublessee's purposes, and Sublessor disclaims any and all warranties, express or implied, with respect to the Existing FF&E. Sublessee will have no right to grant a security interest in the Existing FF&E or otherwise pledge the Existing FF&E as collateral for any loan. Upon the expiration of the Sublease Term, Sublessee must purchase the Existing FF&E, but specifically excluding the eight (8) to ten (10) cubicles located on the second floor of the Subleased Premises and owned by Master Landlord, for the sum of One Dollar and No/100 ($1.00).

11.04 **Standard Tenant Services.** Pursuant to Paragraph 8 of the Prime Lease, subject to all governmental rules, regulations and guidelines applicable thereto, Master Landlord shall provide heating, ventilation and air conditioning and lighting (referred to therein as "**Building Standard Services**") when necessary for normal comfort for normal office use in the Subleased Premises from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday (collectively the "**Building Operating Hours**"), except for nationally and locally recognized holidays designated in the Prime Lease. Sublessee shall have access to Building Standard Services outside of the Building Operating Hours subject to the terms of the Prime Lease. In addition, Master Landlord shall provide janitorial service to the Subleased Premises pursuant to the terms of the Prime Lease.

11.05 **Signage**. All sign installation must comply with the requirements set forth in Paragraph 10 of the Prime Lease. Sublessor agrees to coordinate with Master Landlord to obtain consent for Sublessee to install reasonable signage for the Subleased Premises.

11.06 **Sublessee's Insurance**. Sublessee hereby advises Sublessor that Sublessee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. Sublessee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Sublessee's liability in tort is governed by the provisions of the Governmental Tort Liability Act, Sublessee has a self-insurance against such claims which only covers claims and losses against Sublessee.

11.07 [Deleted.]

11.08 **Maintenance of Records.** Sublessor shall maintain documentation for all charges under this Agreement against Sublessee. The books, records, and documents of Sublessor insofar as they relate to work performed or money received under this Agreement, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Sublessee or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

11.09 **Employment**. Sublessor affirms that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to his race, creed, color, national origin, age, sex, or handicapping condition.

11.10 **Contingent Fees**. Sublessor hereby represents that Sublessor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon agreement or understanding for a contingent commission, percentage, or brokerage fee, except for Sublessor's broker for this transaction, CBRE, Inc., and except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

11.11 **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee of the Metropolitan Government 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 with the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11.12 Commencement Date. This Agreement shall not be binding upon the parties until it has been signed first by the Sublessor then by the representatives of the Metropolitan Government of Nashville and Davidson County. The Commencement Date is the date set forth in Section 3.01.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Sublessor and Sublessee have executed this Agreement effective as of _____, 2016.

SUBLESSOR:

ACTIVE NETWORK, LLC, a Delaware limited liability company

By: _____

Printed Name: JOHN MITCHELL

Title: VP OPERATIONS

SUBLESSEE:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

_____

Director of Public Property

APPROVED AS TO AVAILABILITY OF FUNDS:

_____

Talia Lomax-O'dneal, Director of Finance

APPROVED AS TO FORM AND LEGALITY:

_____

Metropolitan Attorney

SECOND SUBSTITUTE ORDINANCE NO. BL2016-294

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R6 to RS7.5 zoning for various properties located along Burgess Avenue, Corbett Lane, Orlando Avenue, Patina Circle, and Rural Avenue (approximately 11.01 acres), all of which is described herein (Proposal No. 2016Z-062PR-001).

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

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

By changing from R6 to RS7.5 zoning for various properties located along Burgess Avenue, Corbett Lane, Orlando Avenue, Patina Circle, and Rural Avenue (approximately 11.01 acres), being various Property Parcel Nos. as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on various maps of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

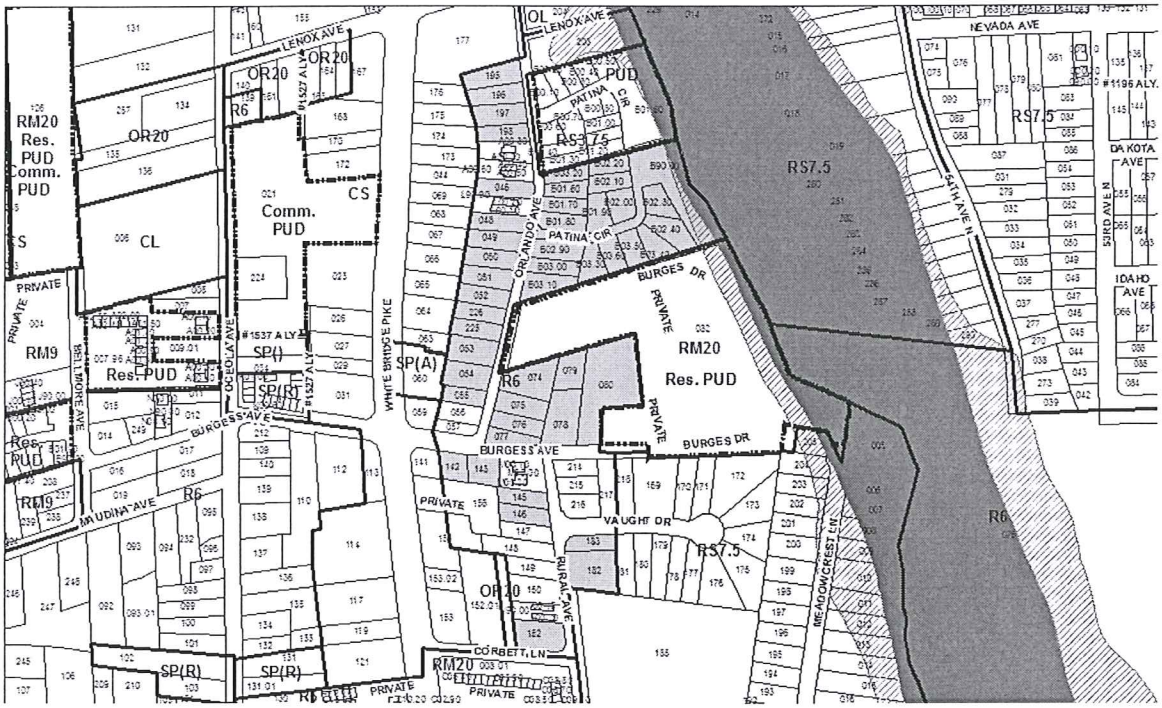
INTRODUCED BY:

_____

Councilmember Bob Mendes

2016Z-062PR-001
Map 091-14, Parcel(s) 195-198
Map 091-14-0-B, Parcel(s) 016-024, 029-036, 900
Map 103-02, Parcel(s) 046, 048-055, 074-080, 142, 143, 145-146, 152, 182, 183, 225-226
Subarea 07, West Nashville
District 24 (Murphy)

A request to rezone from R6 to RS7.5 zoning for various properties located along Burgess Avenue, Corbett Lane, Orlando Avenue, Patina Circle, and Rural Avenue (approximately 11.01 acres), requested by Councilmember Kathleen Murphy, applicant; various property owners.



APN	OWNER	PROP_ADDR	PROP_CITY	PROP_STATE	PROP_ZIP
09114019500	BARISH, MOLLIE LEVITAN & SYLVIA	237 ORLANDO AVE	NASHVILLE	TN	37209
09114019600	BARISH, SYLVIA	0 ORLANDO AVE	NASHVILLE	TN	37209
09114019700	BARISH, SYLVIA	233 ORLANDO AVE	NASHVILLE	TN	37209
09114019800	MURPHY, MICHAEL	231 ORLANDO AVE	NASHVILLE	TN	37209
10302004600	BYRNES, MARK & KATHRYN GINGERICH	225 ORLANDO AVE	NASHVILLE	TN	37209
10302004800	MOORE, DAVID & ELISE L.	221 ORLANDO AVE	NASHVILLE	TN	37209
10302004900	HINDS, WILLA	219 ORLANDO AVE	NASHVILLE	TN	37209
10302005000	SMITH, BRIAN	217 ORLANDO AVE	NASHVILLE	TN	37209
10302005100	CLARK, JOHN E., JR. ET UX	215 ORLANDO AVE	NASHVILLE	TN	37209
10302005200	ROBINSON, JOHN L.	213 ORLANDO AVE	NASHVILLE	TN	37209
10302005300	COBB COMMERCIAL PROPERTIES, LLC SERIES 6	209 ORLANDO AVE	NASHVILLE	TN	37209
10302005400	COBB COMMERCIAL PROPERTIES, LLC SERIES 5	207 ORLANDO AVE	NASHVILLE	TN	37209
10302005500	COBB, JAMES HERSHEL & JAMES CHRISTOPHER	205 ORLANDO AVE	NASHVILLE	TN	37209
10302007400	LEGG, DAVID MICHAEL, JR. & TOLBERT ET AL	206 ORLANDO AVE	NASHVILLE	TN	37209
10302007500	TUNJIC, ZDENKO & RUZICA	204 ORLANDO AVE	NASHVILLE	TN	37209
10302007600	GREENE, WILLIAM	202 ORLANDO AVE	NASHVILLE	TN	37209
10302007700	WARFIELD DEVELOPMENT, LLC	200 ORLANDO AVE	NASHVILLE	TN	37209
10302007800	PARMER, HENRY E. ET UX	5406 BURGESS AVE	NASHVILLE	TN	37209
10302007900	RCP LAND, LLC	5408 BURGESS AVE	NASHVILLE	TN	37209
10302008000	RCP LAND, LLC	5402 BURGESS AVE	NASHVILLE	TN	37209
10302014200	PATTON, RACHEL A.				
10302014300	ESTES, SHERRY LEE				
10302014500	BLOODWORTH, DAVID & VIRGINIA	183 RURAL AVE	NASHVILLE	TN	37209
10302014600	BRADLEY, BRAXTON	181 RURAL	NASHVILLE	TN	37209

		AVE			
10302015200	BURKE, DANIEL R. & COTTRILL, NICOLE L.	5500 CORBETT LN	NASHVILLE	TN	37209
10302018200	ARMENTROUT, EMILY & ROWLES, RUSS	174 RURAL AVE	NASHVILLE	TN	37209
10302018300	NEW HOPE PROPERTIES, LLC	176 RURAL AVE	NASHVILLE	TN	37209
10302022500	MACILVAIN, BARBARA A.	211 ORLANDO AVE	NASHVILLE	TN	37209
10302022600	MACILVAIN, TERRENCE	211 B ORLANDO AVE	NASHVILLE	TN	37209
091140B01600CO	PATINA DEVELOPMENT, LLC	220 ORLANDO AVE	NASHVILLE	TN	37209
091140B01700CO	PATINA DEVELOPMENT, LLC	218 ORLANDO AVE	NASHVILLE	TN	37209
091140B01800CO	MILLS, JOSEPH Z. & LORI STOCKTON	444 PATINA CIR	NASHVILLE	TN	37209
091140B01900CO	FIRESTONE, PATRICK & KELLEY	440 PATINA CIR	NASHVILLE	TN	37209
091140B02000CO	HAWKINS, BRETTAN M.	436 PATINA CIR	NASHVILLE	TN	37209
091140B02100CO	VIDNOVIC, LOREN D.	432 PATINA CIR	NASHVILLE	TN	37209
091140B02200CO	PATINA CIRCLE TRUST	428 PATINA CIR	NASHVILLE	TN	37209
091140B02300CO	KIMBROUGH, TIMOTHY E. & DARLENE D.	435 PATINA CIR	NASHVILLE	TN	37209
091140B02400CO	HICKERSON, JAMES	439 PATINA CIR	NASHVILLE	TN	37209
091140B02900CO	MILLER, TADDEUS J. & DANA L.	459 PATINA CIR	NASHVILLE	TN	37209
091140B03000CO	PATINA DEVELOPMENT, LLC	216 ORLANDO AVE	NASHVILLE	TN	37209
091140B03100CO	PATINA DEVELOPMENT, LLC	214 ORLANDO AVE	NASHVILLE	TN	37209
091140B03200CO	PATINA DEVELOPMENT, LLC	222 ORLANDO AVE	NASHVILLE	TN	37209
091140B03300CO	CU, LUPE ROSEL	455 PATINA CIR	NASHVILLE	TN	37209
091140B03400CO	HAMMEL, MELISSA K.	443 PATINA CIR	NASHVILLE	TN	37209
091140B03500CO	RUSSELL, BRANDY N.	449 PATINA CIR	NASHVILLE	TN	37209
091140B03600CO	HOLMER, DALE A.	451 PATINA CIR	NASHVILLE	TN	37209
091140B90000CO	PATINA HOMEOWNERS' ASSOCIATION, INC.	431 PATINA CIR	NASHVILLE	TN	37209

AMENDMENT NO. _____
TO
ORDINANCE NO. BL2016-312

Mr. President –

I move to amend Ordinance No. BL2016-312 by deleting Section 1 in its entirety and replacing it with the following:

Section 1. No proceeds shall be disbursed from general obligation bonds, commercial paper, or any other funding toward land acquisition for, construction of, or equipping the Sheriff's New Administrative Offices Facility unless and until the specific location of this particular public works project has been reviewed and approved by resolution of the Metropolitan Council, provided that proceeds from general obligation bonds, commercial paper, or any other funding source may be disbursed for planning, design, and community engagement purposes without additional approval from the Metropolitan Council.

INTRODUCED BY:

Member of Council