

MINUTES OF THE 17th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 17th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on December 17, 2010 at 8:03 a.m., in Room 108-109 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Mark Arnold, Marty Dickens, Darrell Drumwright, Ken Levitan, Vonda McDaniel, Willie McDonald, Luke Simons, Mona Lisa Warren, and *Leo Waters

AUTHORITY MEMBERS NOT PRESENT: Vice-Mayor Diane Neighbors, Ex-Officio

OTHERS PRESENT: Councilman Phil Claiborne, Rich Riebeling, Charles Robert Bone, Larry Atema, Charles Starks, Barbara Solari, Gary Schalmo, Terry Clements, Scott Black, Debbie Frank, Mark Sturtevant, Roxianne Bethune, Seab Tuck, Natasha Blackshear, Mike Garcia, Kristen Heggie, Peter Heidenreich, Joe Barker, Kyle Young, Holly McCall, Johnny Horton, Steve Turner, Wes Hall, Mike White, Claude Bearden, Phil Ryan, Anthony Nicholson, Mike Boner, Getahn Ward, Kelvin Jones, Gerald Grant, Joey Garrison. In addition other members of the general public and media were present.

The meeting was opened for business by Chairman Marty Dickens who stated that a quorum was present. The Appeal of Decisions was shown.

ACTION: Appeal of Decisions from the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County – Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.

With a change noted to the November 18, 2010 meeting minutes approval was deferred to the next meeting.

* Denotes arrival of Leo Waters

Rich Riebeling was asked to discuss the Omni hotel and Country Music Hall of Fame agreement. Mike Garcia was then introduced to present and talk about the preliminary design plans. (Attachment #1)

Charles Robert Bone discussed the Omni hotel and Country Music Hall of Fame agreement. (Attachment #2 and #3) There was discussion and questions.

ACTION: Leo Waters made a motion to approve the updated preliminary Omni hotel and Country Music Hall of Fame plans. The motion was seconded by Luke Simons and was approved by the Authority with Ken Levitan abstaining.

ACTION: Leo Waters made a motion to approve the preliminary cost estimate of \$34 million and the escrow for contingencies for the Country Music Hall of Fame expansion project. The motion was seconded by Luke Simons and was approved by the Authority with Ken Levitan abstaining.

ACTION: Leo Waters made a motion to approve the development agreement with Omni Nashville LLC with respect to the expansion of Country Music Hall of Fame and its integration with the hotel and authorizing Mr. Dickens to execute the development agreement in accordance with the summary and discussion this morning and take any actions necessary or appropriate to formalize the agreements and to execute any documents necessary to carry out the provisions of the agreement. The motion was seconded by Luke Simons and was approved by the Authority with Ken Levitan abstaining.

ACTION: Leo Waters made a motion to approve the lease agreement with the Country Music Hall of Fame & Museum and authorizing Mr. Dickens to execute the lease in accordance with the summary and discussion this morning and take any actions necessary or appropriate to formalize that lease and to execute all such documents as may be necessary to carry out the final provisions of the lease. The motion was seconded by Luke Simons and was approved by the Authority with Ken Levitan abstaining.

Chairman Dickens then discussed a letter from Mayor Dean to the Metro agencies. (Attachment #4)

ACTION: Willie McDonald made a motion to adopt the Metro non-discrimination policy for employment practices. (Attachment #5) The motion was seconded by Vonda McDaniel and after discussion was approved unanimously by the Authority.

Mr. Dickens then discussed the Bone McAllester Norton, PLLC contract extension along with Gonzalez Saggio & Harlan LLP as well as the Commonwealth Development contract extension. There was discussion.

ACTION: Mark Arnold made a motion to extend the Bone McAllester Norton, PLLC and Gonzalez Saggio & Harlan LLP contract through December 31, 2011 with no new terms.

The motion was seconded by Darrell Drumwright and approved unanimously by the Authority.

ACTION: Willie McDonald made a motion to extend the Commonwealth Development Group contract through February 4, 2012 with no new terms. The motion was seconded by Luke Simons and approved unanimously by the Authority.

There was additional discussion about the work done by Bone McAllester Norton, PLLC on the hotel portion of the project. Leo Waters suggested it be discussed at the next committee meeting.

Charles Starks was asked to report on the MCC and hotel tax collections through October. (Attachment #2)

Larry Atema and his team were asked to give a project update. Gary Schalmo reported on the project. (Attachment #2) Leo Waters discussed work going on with NES. Kristen Heggie and Mike White gave an infrastructure overview. Mona Lisa Warren gave a public art update and Debbie Frank discussed the public art fencing, the airport AVI system, and the workforce development program.

With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 9:45 a.m.

Respectfully submitted,

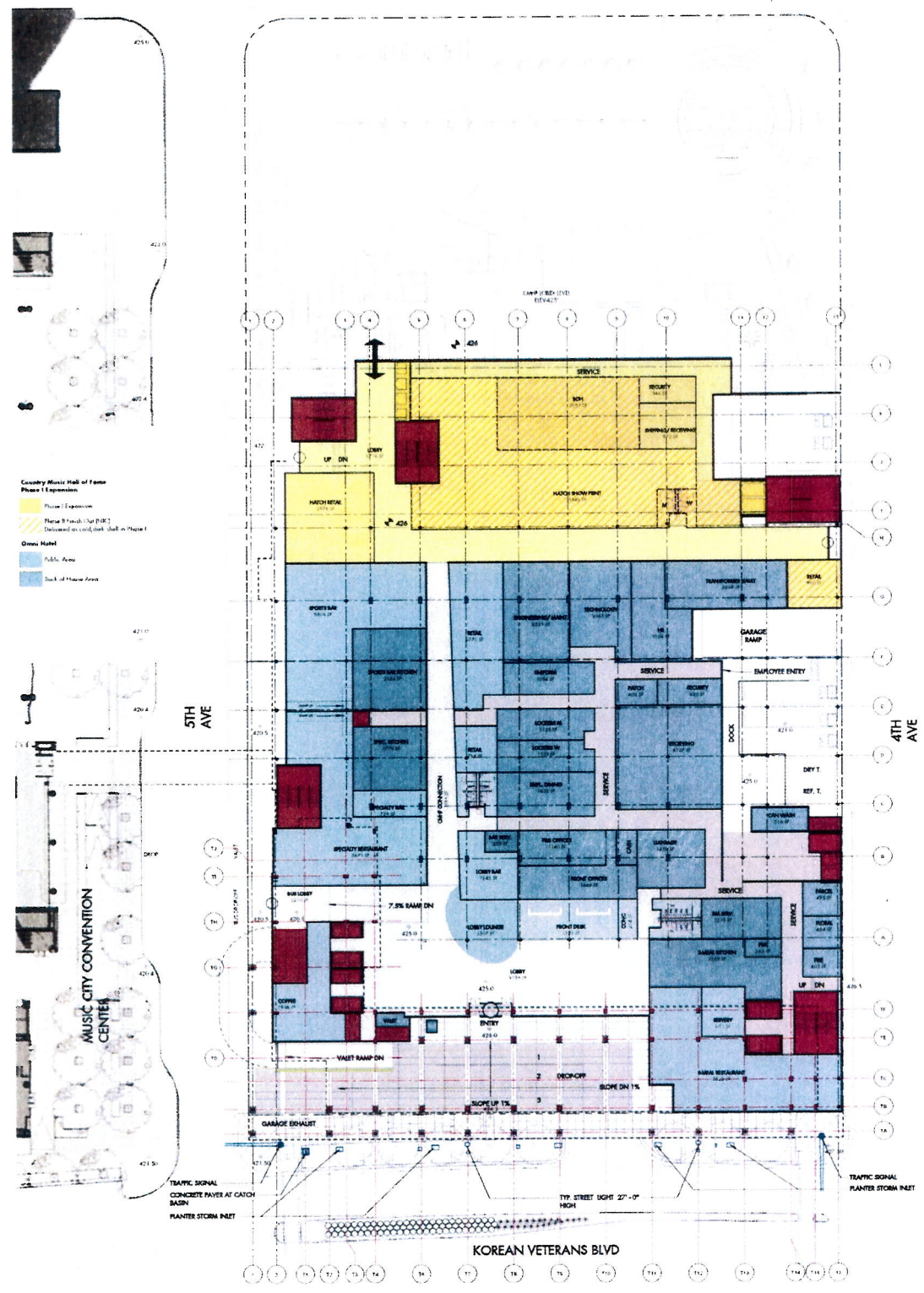


Charles L. Starks
Executive Director
Nashville Convention Center

Approved:



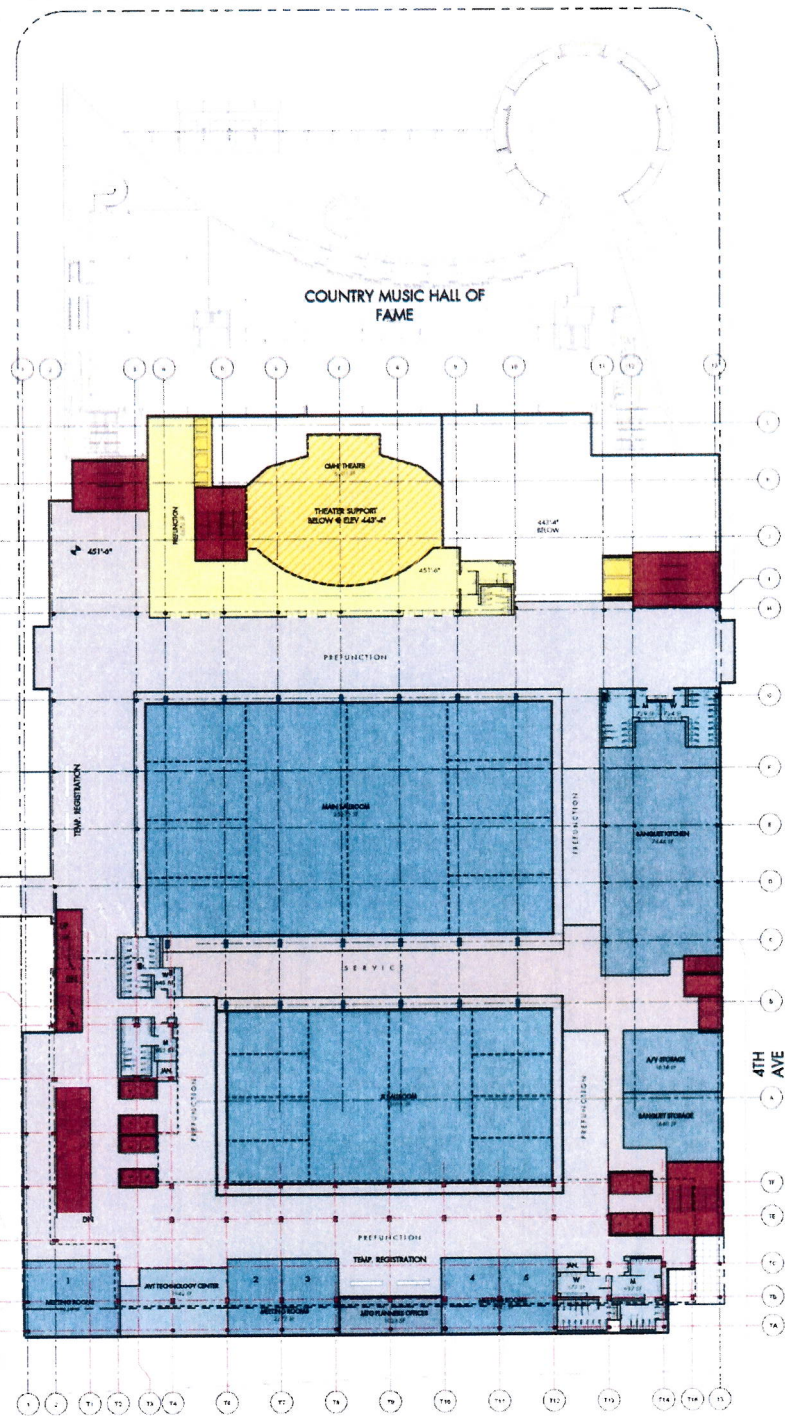
Marty Dickens, Chairman
CCA 17th Meeting Minutes
Of December 17, 2010



LEVEL -1
INTEGRATED SCHEME: OMNI & CMHF

NASHVILLE OMNI CONVENTION CENTER HOTEL





- Country Music Hall of Fame Phase I Expansion
- Phase I Expansion
- Phase II Facility (Out Park) Delivered as a full dark shell in Phase I
- Omni Hotel
- Public Area
- Back of House Area

MUSIC CITY CONVENTION CENTER

5TH AVE

4TH AVE

KOREAN VETERANS BLVD

LEVEL - 2

MAIN & JUNIOR BALLROOMS - ELEV +451.5'

INTEGRATED SCHEME: OMNI & CMHF

0'' 30 60FT
A1.3 7 DECEMBER 2010 HKS# 13854

NASHVILLE OMNI CONVENTION CENTER HOTEL



© 2010 HKS, INC.



0'-0"

0'-0"



0'-0"

LEVEL - 3

CMHF ADMIN LEVEL/ MEETING ROOM MEZZ - ELEV 478'

INTEGRATED SCHEME: OMNI & CMHF

0" = 30' 00" FT
A1.5 7 DECEMBER 2010 HKS# 13854

NASHVILLE OMNI CONVENTION CENTER HOTEL



© 2010 HKS INC.

- Country Music Hall of Fame Phase I Expansion
 - Phase I Expansion
 - Phase II (Architectural) (Indicated as solid black shell in Phase I)
- Omni Hotel
 - Public Area
 - Back of House Area

BRIDGE TO CONVENTION CENTER BELOW

MUSIC CITY CONVENTION CENTER

5TH AVE

4TH AVE

KOREAN VETERANS BLVD

COUNTRY MUSIC HALL OF FAME

CAMP HOUSE LEVEL ELEV 478'

DR AMP MEZZANINE @ ELEV 480' BELOW

OFFICES @ ELEV 478'

ARCHIVE @ ELEV 478'

LOBBY @ ELEV 478' BELOW

CONFERENCE @ ELEV 478' BELOW

SERVICE @ ELEV 478'

MEETING ROOM @ ELEV 478'

MEETING ROOM @ ELEV 478'

MEETING ROOM @ ELEV 478'

MEETING ROOM @ ELEV 478'

MEETING ROOM @ ELEV 478'

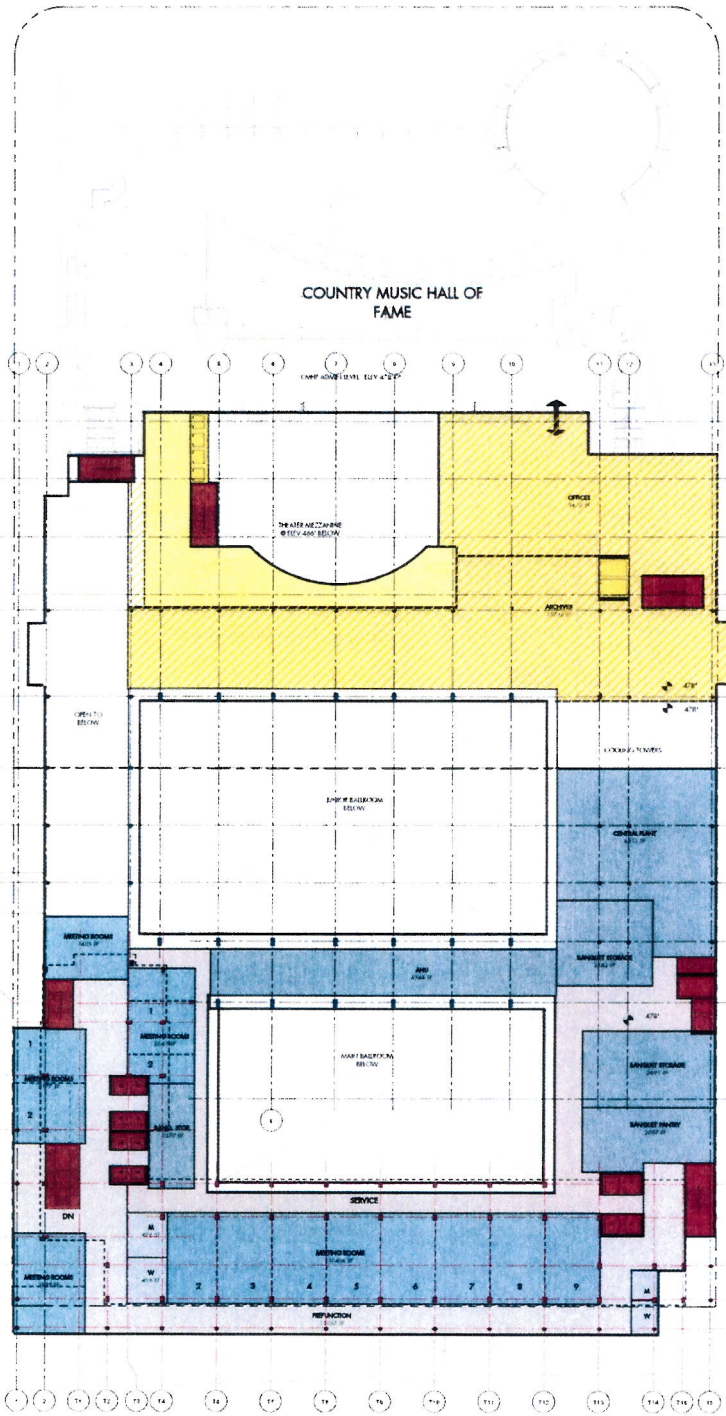
MEETING ROOM @ ELEV 478'

MEETING ROOM @ ELEV 478'

MEETING ROOM @ ELEV 478'

MEETING ROOM @ ELEV 478'

MEETING ROOM @ ELEV 478'



- Country Music Hall of Fame Phase 1 Expansion
- Phase 1 Expansion
- Phase 2 (Front-Corridor) Delivered on a 2nd level (Set in Phase 1)
- Omni Hotel
- Public Area
- Back of House Area

MUSIC CITY CONVENTION CENTER

BRIDGE TO CONVENTION CENTER BELOW

5TH AVE

4TH AVE

KOREAN VETERANS BLVD

LEVEL - 4

POOL DECK - ELEV 502' / CMHF EVENT HALL - ELEV 508'

INTEGRATED SCHEME: OMNI & CMHF

0" = 30' 60FT

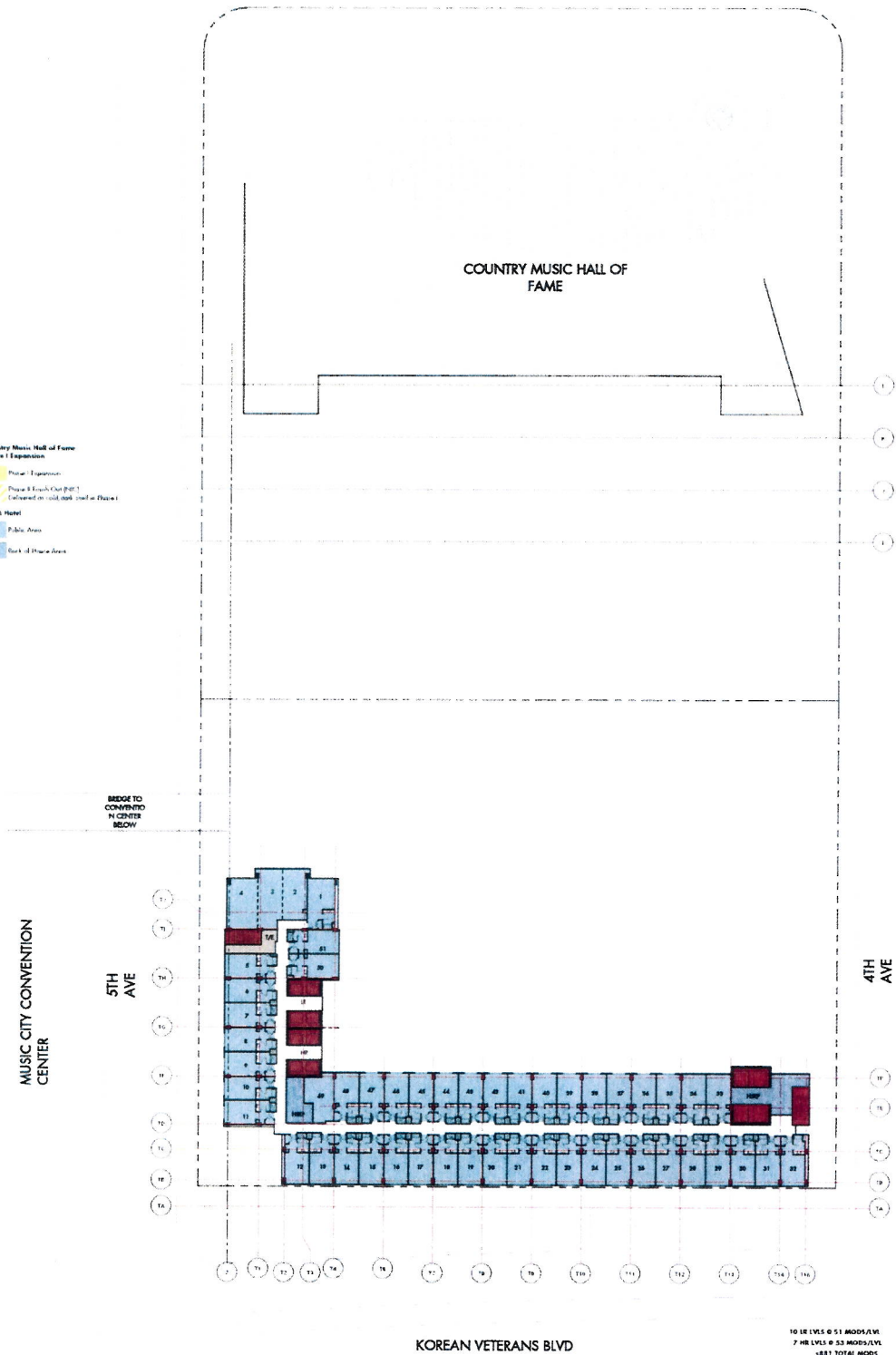
A1.7 7 DECEMBER 2010 HKS# 13854

NASHVILLE OMNI CONVENTION CENTER HOTEL

HKS

© 2009 HKS, INC.

- Country Music Hall of Fame
- Phase I Expansion
 - Phase I Expansion
 - Phase II (Exhibit Case) (Covered on cold deck level in Phase I)
- Omni Hotel
 - Public Area
 - Back of House Area



LEVELS H11-H10

TYPICAL LOW-RISE GUESTROOM FLOORS

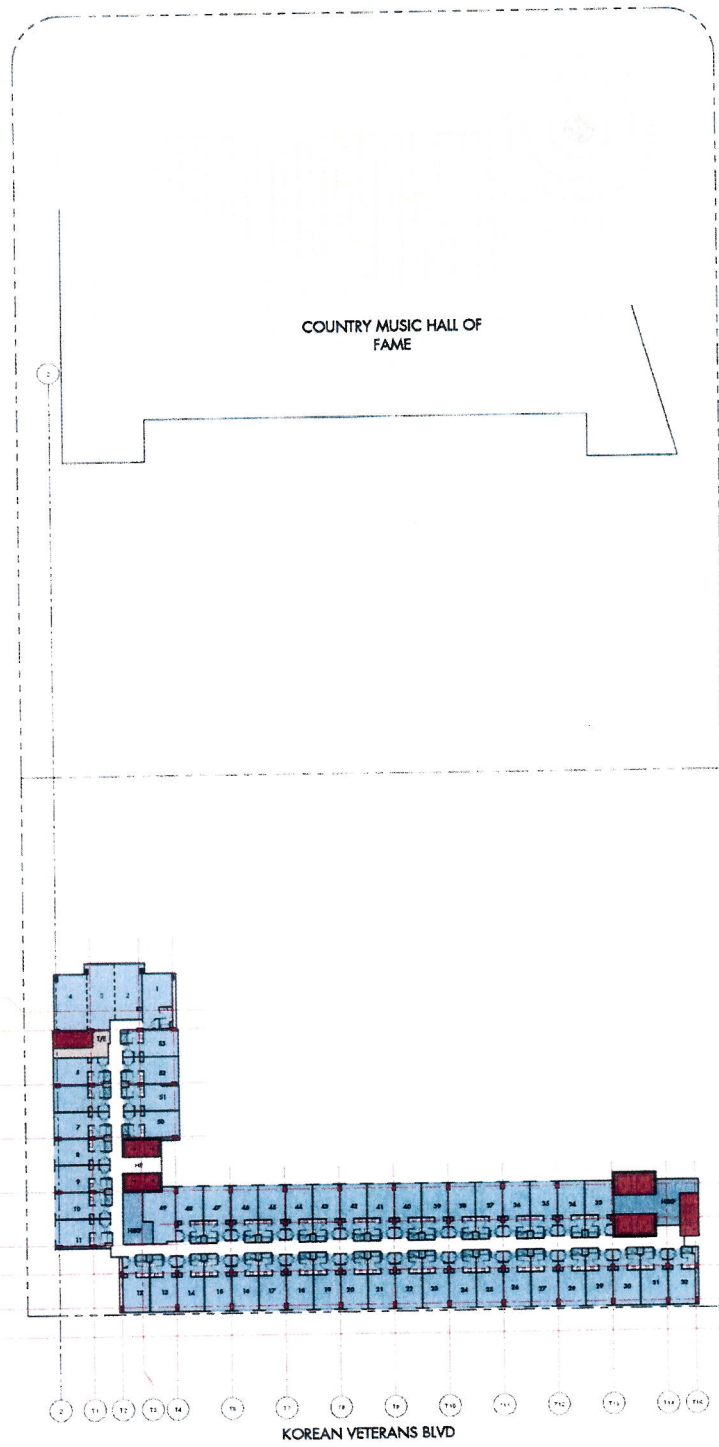
INTEGRATED SCHEME: OMNI & CMHF

0" = 11' 30" 60' FT
A1.8 7 DECEMBER 2010 HKS# 13854

NASHVILLE OMNI CONVENTION CENTER HOTEL



© 2009 HKS INC.



LEVELS H11-H17

HIGH RISE GUESTROOM FLOORS

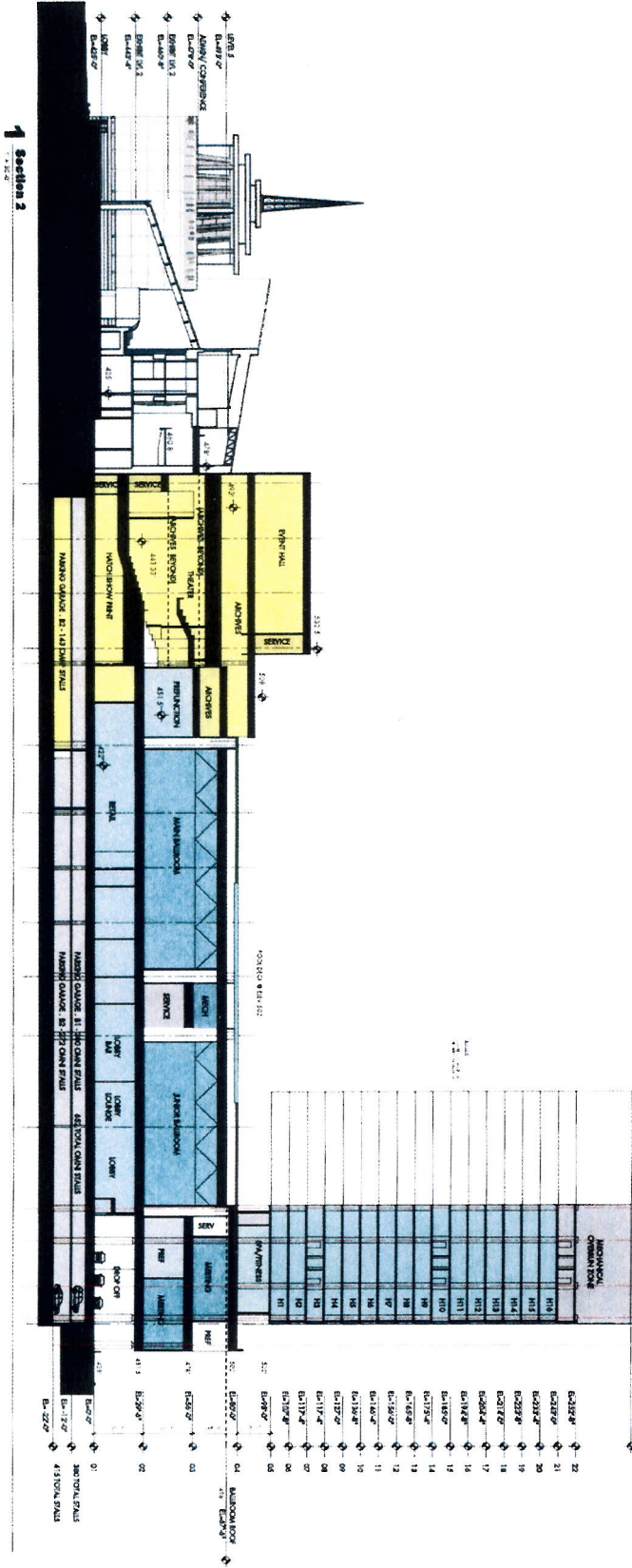
INTEGRATED SCHEME: OMNI & CMHF

0' 30' 60' FT
 A1.9 7 DECEMBER 2010 HKS# 13854

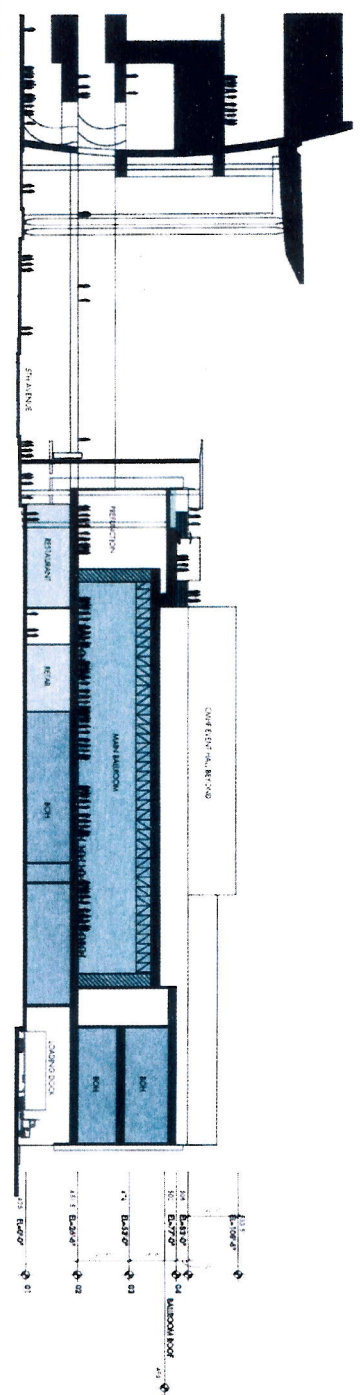
NASHVILLE OMNI CONVENTION CENTER HOTEL



© 2010 HKS, INC.



2 Section Thru 6th Avenue



SECTION THRU THEATER

0' 30' 60' FT

A2.1 7 DECEMBER 2010 HKS# 13854

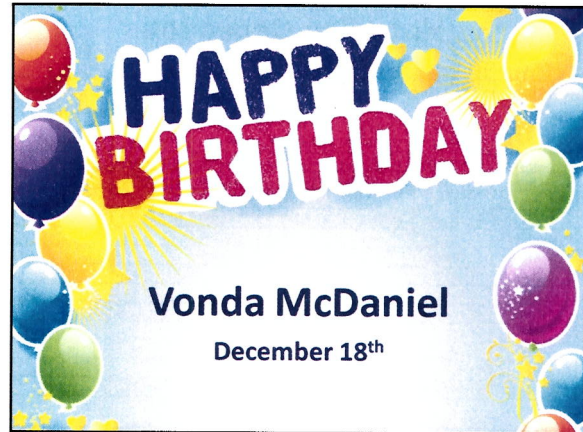
INTEGRATED SCHEME: OMNI & CMHF
 NASHVILLE OMNI CONVENTION CENTER HOTEL





Appeal of Decisions

Appeal of Decisions from the Convention Center Authority – Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.



Summary of Transaction Structure

1. Authority engages Omni to arrange, supervise and coordinate all development and construction services for the integration and expansion of the Hall of Fame ("Expansion Project").
2. MDHA issues tax increment financing ("TIF") for certain eligible expenses for the entire project, such as land, site development, parking and LEED-certification costs.
3. From the proceeds of the TIF financing, MDHA and the Authority escrow 110% of project cost to reimburse Omni for its related and incremental costs for the Expansion Project
4. Upon completion and final payment, Omni conveys (a) the underlying land to the Hall of Fame and (b) the Expansion Project to the Authority.

Summary of Transaction Structure

- The Authority ground leases the underlying land from the Hall of Fame.
- The Hall of Fame leases the Expansion Project on a long-term 60 year lease at an average rent payment of \$500,000 per year, less maintenance reserves.
- Omni, the Authority and the Hall of Fame form a condominium regime to define the respective rights and obligations with respect to the Hall of Fame Unit, the Expansion Project Unit, and the Hotel Unit.
- Omni and the Hall of Fame enter into an operating agreement to govern the operation of the Hall of Fame and the Hotel as an integrated project.



Hotel Tax Collection

As of October 31, 2010

	5% Tax FY 09-10	5% Tax FY 10-11	5% Tax % Change	Additional Net MCC Taxes FY 09-10	Additional Net MCC Taxes FY 10-11	Additional Net MCC Tax % Change
July	\$1,850,177	\$1,743,065	-5.79%	\$1,205,046	\$1,269,821	5.38%
August	\$1,709,551	\$1,429,925	-16.36%	\$1,142,065	\$1,059,765	-7.21%
September	\$1,767,539	\$1,591,690	-9.95%	\$1,124,542	\$1,160,519	3.20%
October	\$2,155,206	\$1,762,848	-18.21%	\$1,303,494	\$1,214,112	-6.86%
November	\$1,826,391			\$1,097,561		
December	\$1,768,196			\$1,066,713		
January	\$1,950,766			\$922,269		
February	\$1,652,217			\$1,061,840		
March	\$2,099,964			\$1,250,798		
April	\$1,989,241			\$1,207,303		
May	\$1,796,339			\$1,267,654		
June	\$1,960,515			\$1,325,112		
YTD Total	\$7,482,473	\$6,527,527	-12.76%	\$4,775,147	\$4,704,217	-1.49%

These numbers are still subject to change by Metro/Division of Accounts Auditor.

Music City Center Tax Collection

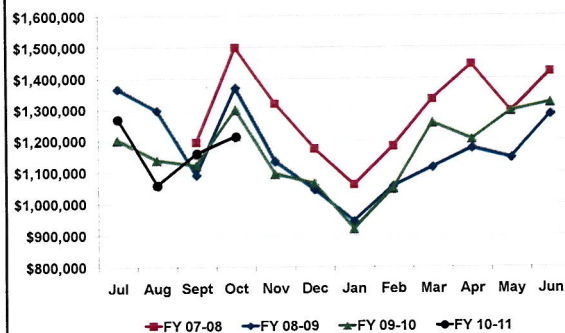
October 2009 vs. 2010

	2009	2010	Variance
Gross 1% Occupancy Tax	\$431,041	\$352,570	-18.21%
Secondary TDZ 1%	(\$96,276)	(\$16)	-99.98%
Net 1% Occupancy Tax	\$334,766	\$352,554	5.31%
\$2 Room Tax	\$838,726	\$726,598	-13.37%
Contracted Vehicle	\$33,304	\$37,687	13.16%
Rental Vehicle	\$96,698	\$97,273	0.59%
Total Net MCC	\$1,303,494	\$1,214,112	-6.86%

These numbers are still subject to change by Metro/Division of Accounts Auditor.

MCC Net Tax Collections

As of October 31, 2010



These numbers are still subject to change by Metro/Division of Accounts Auditor.





IN ASSOCIATION WITH **harmony**

GENERAL UPDATE

- Target Procurement Completion 12/31/10
- Trades Recently Awarded or Imminent

- | | |
|------------------|--------------------|
| • Food Service | • Parking Controls |
| • Red Iron | • Ornamental |
| • General Trades | • Window Washing |
| • Overhead Doors | • Waterproofing |

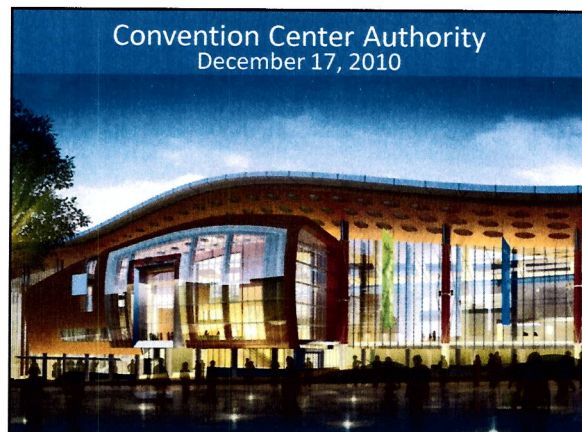
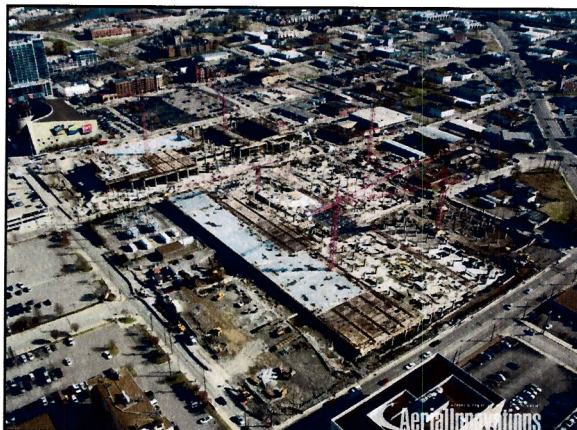


IN ASSOCIATION WITH **harmony**

CONSTRUCTION

(Approx. 480 workers on site)

- **Foundation Work:** Complete except at NES.
- **Concrete (Ceco):**
 - 56,000 cubic yards (51%).
 - Level 1: 95% complete (meeting rooms).
 - Level 2: 100% complete (mezzanine & parking).
 - Level 3: 75% complete (parking & meeting rooms).
 - Level 4: 65% complete (mezzanine & parking).
 - Level 5: 45% complete (exhibition floor).
- **Underground Building Utilities:** Ongoing



Convention Center Authority
December 17, 2010

MEMORANDUM



TO Convention Center Authority

DATE December 16, 2010

RE Summary of Agreements Pertaining to Integration and Expansion of the Country Music Hall of Fame and Museum

Pursuant to Section 2.2 of the Development and Funding Agreement, the Authority and Omni are electing Alternative A and proceeding with the integration and expansion of the Country Music Hall of Fame and Museum onto a portion of the Hotel site and existing Hall of Fame site (the "Expansion Project"). This arrangement is principally governed by the following two agreements, as further summarized herein:

- ✓ Development Agreement with Omni (Hall of Fame Expansion Project). Subject to Omni obtaining the necessary approvals for the Hotel and Expansion Project, Omni will design and construct the Expansion Project in a developer capacity (on behalf of the Authority). Funds will be escrowed from a tax increment financing ("TIF") provided by MDHA, based on certain TIF eligible expenses for the entire project, such as land, site development, parking and LEED-certification costs, in order to reimburse Omni for the related and incremental costs for the Expansion Project.

- ✓ Lease with the Country Music Hall of Fame. Upon completion of the construction of the Expansion Project and payment to Omni, [i] the Authority will lease the Expansion Project to the Hall of Fame for a public not-for-profit museum for the archival storage and display of historic country videos clips, recorded music, photographs, business records, and related memorabilia; exhibits; live performances, exhibitions and displays; public educational and other programs; and such other related activities that are incidental to a museum, including, but not limited to, retail operations and food and beverage services, and [ii] Omni, the Authority and Hall of Fame will form a condominium regime to define the respective rights and obligations with respect to the integrated development consisting of the Hall of Fame Unit (the existing Hall of Fame Facility owned by the Hall of Fame), the Expansion Unit (the Expansion Project owned by the Authority) and the Hotel Unit (consisting of the Hotel and related facilities owned by Omni). In addition, Omni and the Hall of Fame shall negotiate in good faith and enter into an operating agreement to govern the operation of the Hall of Fame and the Hotel as an integrated project.

Development Agreement (Hall of Fame Expansion Project)

Engagement

The Authority engages Omni as an independent contractor with the powers and duties of arranging, supervising and coordinating the Expansion Project to construct a cold, dark shell (inclusive of certain interior finish work on those areas which are common to and visible from the Hotel; retail, archival, educational, office and meeting space; an auditorium/theater; and a parking garage). Otherwise, the Development and Funding Agreement with respect to the development, construction and operation of the Hotel remains in place.

Cost

The parties currently estimate that the cost of the Expansion Project will be approximately \$34 million (the "Preliminary Cost Estimate"). The Authority shall be responsible for reimbursing all incremental costs incurred by Omni to construct the Expansion Project over and above the costs which would have been incurred by Omni to construct the Hotel without the integration. "Reimbursable Costs" shall include, without limitation, all costs incurred for the planning, designing, permitting and construction of the Expansion Project, such as design fees, civil engineering expenses, consultant fees, permitting costs, entitlement expenses, inspection costs, contractor fees, general conditions, project management and accounting costs, demolition and removal of existing improvements, utility relocation, erosion and sedimentation control, landscaping, attorneys' fees and all costs incurred by Omni in carrying out these responsibilities, as allocated in a fair and reasonable manner.

Escrow

Pursuant to the TIF financing, on or before May 1, 2011, funds will be escrowed in an amount equal to 110% of the Preliminary Cost Estimate, to be disbursed to Omni as the Expansion Project progresses. If Omni and the Authority determine that the actual Reimbursable Costs will substantially exceed the remaining escrowed funds, then Omni and the Authority will agree upon a further deposit to be made by the Authority to ensure that sufficient funds exist to pay the remaining Reimbursable Costs.

Plans

Preliminary plans and specifications for the Expansion Project have been approved by the Authority. Omni and the Authority acknowledge that the Project Architect shall periodically revise the Preliminary Plans and that the Preliminary Plans will evolve into interim plans (the "Interim Plans") as revisions are made and more specificity is added, until the Interim Plans are 100% developed into final plans and specifications for the Expansion Project (such final plans and specifications being hereinafter referred to collectively as the "Expansion Plans"). Upon each revision, the Interim Plans or the Expansion Plans (as applicable) will be submitted to the Authority for review and approval and the Authority agrees to expeditiously review and approve the same; provided, however, that the Authority may object to such Interim Plans or Expansion Plans only to the extent they are inconsistent with the Preliminary Plans or the previously approved version of such Interim Plans or Expansion Plans, as applicable.

Easement

In order to facilitate the construction of the Expansion Project (including connection to the existing Hall of Fame), Omni, the Authority and the Hall of Fame will enter into a Construction Easement and Agreement, whereby the Hall of Fame [i] approves the Preliminary Plans, [ii] consents to the construction of the Expansion Project on the existing Hall of Fame facility land, [iii] consents to the connection of the Expansion Project to the existing Hall of Fame building, [iv] grants an easement to the Authority for access over and across the existing Hall of Fame facility for the purposes of (x) permitting the construction of the Expansion Project on the existing Hall of Fame facility land, (y) facilitating the Hall of Fame connection and (z)

granting to the Authority the power of attorney to act on behalf of the Hall of Fame in connection with all aspects of the Expansion Project.

Conveyance

Upon [i] the lien-free completion of the entire project; [ii] the payment to Omni of all sums due; and [iii] the execution of condominium documents, Omni shall convey the Expansion Project to the Authority, whereupon the Authority shall lease the space in the Expansion Project to the Hall of Fame and convey the underlying land to the Hall of Fame (ground leased back to the Authority).

DBE/Local Spending

Omni commits to spend [i] a minimum of 20% of the Expansion Project's hard construction costs with small, minority-owned, and women-owned business enterprises, and [ii] a minimum of 20% of the Expansion Project's hard construction costs with businesses with a significant business presence in the Nashville Metropolitan Statistical Area.

Lease

Term

The term of the Lease shall be for 60 years. The Hall of Fame shall have one option to extend the term for an additional 39 years.

Annual Rent

The Hall of Fame shall pay rent on or before October 1st of each lease year in an average amount of \$500,000 (increasing from \$250,000 in lease years 1-5 to \$750,000 in years 56-60). The total rent for the initial term shall be \$30 million.

Reserve Fund

To ensure the timely maintenance and repair of the Expansion Project, the Authority and the Hall of Fame shall place a portion of the rent into an escrow account (the "Reserve Fund"). In the event the Reserve Fund is used for maintenance or repair obligations, the Reserve Fund shall be replenished.

Absolute Net

The Hall of Fame shall pay any and all expenses, of every kind and nature, relating to or arising from the Expansion Project, including expenses arising from leasing, management, operation, maintenance, repair, use, or occupancy. Further, the Hall of Fame shall pay all condominium assessments, fees and charges levied against or attributable to the Expansion Project; purchase all utility and building services, including, but not limited to, fuel, water, electricity, natural gas, sewerage, waste hauling and disposal, janitorial, and security, from the utility or service provider, and shall pay for such services when such payments are due; and promptly pay any real and personal property taxes assessed against the Expansion Project during the Term.

Purchase Option

The Hall of Fame shall have the right and option to purchase the Expansion Project upon the expiration of the initial term for \$750,000.

Authority's Work

The Authority shall cause, at its cost, the base building and shell of the Expansion Project to be completed in substantial conformity with the plans. Should this ultimately result in a project cost in excess of the anticipated project cost, the Authority agrees to be responsible for the first \$2 million of any additional costs and then the Authority and Hall of Fame agree to evenly split the next \$1.5 million of any additional project costs. (The Authority's exposure for these additional costs, if any, will be covered by the funds escrowed from the TIF financing.) Thereafter, if the Authority is unwilling to cover such difference in cost, then the Hall of Fame shall have three options: [i] contribute the difference in cost; [ii] agree in writing to a sharing of such additional cost with the Authority and pay such amount; or [iii] agree to such project modifications as to reduce the cost. Should the Hall of Fame request, and the Authority agree to, a change order for work not included in the Authority's Work and such change increases the cost, the Hall of Fame shall be solely responsible for the cost of such change order.

Covenants

The Hall of Fame will commit to certain operational covenants including, without limitation, to abide by, and comply with its Articles of Incorporation and its Bylaws, and all amendments to each; at the request of the Authority, to require the Director of the Hall of Fame to attend meetings of the Authority and its committees, and to respond to questions of the Authority board and its committees, orally or in writing; not to transfer or distribute funds or assets to another entity other than in the ordinary course of business without the prior written consent of the Authority or where the asset is being returned pursuant to the original conveyance agreement or understanding; and comply with all rules and regulations promulgated or imposed by any property or condominium association which may have authority with respect to the Expansion Project.

Financial Commitment

The Hall of Fame shall have \$15 million readily available and at its disposal for the Hall of Fame build out no later than September 30, 2011.

Contingencies

This Lease shall be contingent upon satisfaction of certain conditions including: [i] the Authority executing the Development Agreement with Omni for the design and construction of the Expansion Project; [ii] Omni obtaining all governmental and quasi-governmental approvals necessary for the Hotel and Expansion Project; and [iii] the approval of the TIF financing by MDHA.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

KARL F. DEAN
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
FAX: (615) 862-6040

December 13, 2010

Mr. Marty G. Dickens
Chairman
Convention Center Authority of the Metropolitan Government
4410 Harding Place
Nashville, Tennessee 37205

Dear Mr. Dickens:

In September, 2009, the Metropolitan Council adopted and I approved Ordinance Number BL2009-502. For your convenience, I am enclosing a copy. This Ordinance made it unlawful for the Metropolitan Government to discriminate through its employment practices on the basis of sexual orientation or gender identity. This Ordinance expresses the public policy of the Metropolitan Government.

As the Mayor of the Metropolitan Government, I strongly recommend that the Convention Center Authority of the Metropolitan Government adopt a written policy expressing this policy. The public sector has a responsibility to show leadership on significant public issues such the one embraced by this ordinance prohibiting discrimination based on sexual orientation or gender identity.

I will appreciate your prompt attention to this important issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Karl F. Dean".

Karl F. Dean
Mayor

Amendment No. 1

To

Ordinance No. BL2009-502

Madam President:

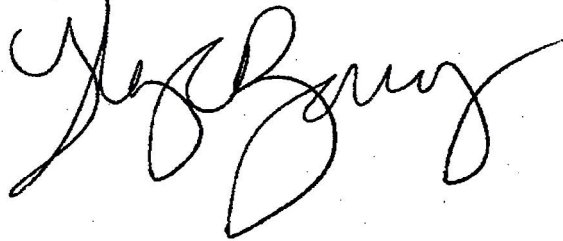
I move to amend Ordinance No. BL2009-502 by adding the following provision at the end of Section 1:

“Nothing in this section shall be interpreted to give an employee a right to partner medical insurance or pension benefits.”

INTRODUCED BY:



Eric Crafton
Member of Council



ADOPTED: AUGUST 18, 2009

ORDINANCE NO. BL2009-502

An ordinance amending Chapter 11.20 of the Metropolitan Code to prohibit the Metropolitan Government from discriminating on the basis of sexual orientation or gender identity through its employment practices.

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

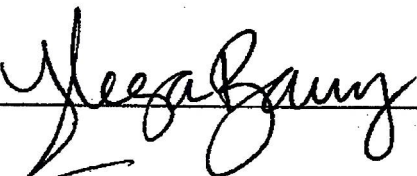
Section 1. That Chapter 11.20 of the Metropolitan Code, Fair Employment and Housing, is hereby amended by adding the following new Section 11.20.130:

11.20.130 Metropolitan government prohibited from discriminating.

It is unlawful for the metropolitan government to fail or refuse to hire or promote, or to discharge any individual, because of such individual's race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability.

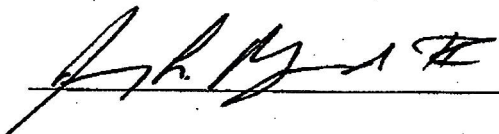
Section 2. That this Ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.


INTRODUCED BY:











Members of Council

Sean McGinn

Buddy Baker

Gabriel

Anna Paag

Sandra v. Moore

Wane Jagan

~~Handwritten signature~~

Handwritten signature

Members of Council

Members of Council

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No. BL-2009-502

AN ORDINANCE AMENDING CHAPTER 11.20
OF THE METROPOLITAN CODE TO
PROHIBIT THE METROPOLITAN
GOVERNMENT FROM DISCRIMINATING ON
THE BASIS OF SEXUAL ORIENTATION OR
GENDER IDENTITY THROUGH ITS
EMPLOYMENT PRACTICES.

Introduced JUL 21 2009

Passed First Reading JUL 21 2009

~~Amended~~ DEFERRED AUG 6 2009

AMENDED AUG 18 2009

Passed Second Reading AUG 18 2009

Passed Third Reading SEP 15 2009

Approved SEP 25 2009

By K. L. F.
Metropolitan Mayor

Advertised

Effective Date

2009 JUL 14 PM 3:06

FILED
METROPOLITAN
CLERK



Convention Center Authority Non-Discrimination Policy For Employment Practices

This document serves to set forth and establish that the employment policy of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (the "Convention Center Authority") prohibits discrimination. It is hereby the policy of the Convention Center Authority that it shall not discriminate in its employment practices by failing or refusing to hire or promote, or to discharge any individual, because of the individual's race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability.

