

**Draft Report for Metro Council Member Burkley Allen  
Edgehill Neighborhood Coalition E.S. Rose Park Committee  
January 31, 2020**

## **Introduction**

The following report was prepared by the E.S. Rose Park Committee of the Edgehill Neighborhood Coalition at the request of Metro Council Member Burkley Allen.

CM Allen is the primary sponsor of a controversial bill proposing to amend the 2007 E.S. Rose Park lease with Belmont University and to enact a second lease allowing Belmont to construct a building on the property of Rose Park Magnet Math and Science Middle School adjacent to the park. The Metro Council voted to defer the bill indefinitely on November 19, 2019.

CM Allen held a community meeting on December 9, 2019, with three stated goals:

1. “Advance a positive, collaborative approach to issues presented by the bill.”
2. “Reframe these issues as opportunities for all involved – Metro Nashville, MNPS, the Edgehill neighborhood, and Belmont University – to work together for the improvement of the Rose Park partnership.”
3. “Ensure that key questions, concerns, and recommendations are heard, valued, and documented, with a commitment to addressing them in a systematic, thorough, and transparent process.”

A fourth goal shared by CM Allen was to “model a new template for the future initiation and implementation of public-private partnerships.”

The December 9 community meeting was attended by community members, CMs Tom Cash and Kyonzte Toombs, Metro Board of Education members Christiane Buggs and Gini Pupo-Walker, Metro Parks officials, media representatives, Belmont university officials, and legal and communication professionals employed by Belmont.

The meeting primarily included a presentation by CM Allen followed by two breakout sessions at tables focused on:

- Financial Terms and Duration of the Proposed Lease
- Building Use, Access, and Scheduling
- Park Use, Access, and Scheduling
- Oversight and Accountability Mechanisms
- Longer-term Plans for Rose Park and the Easley Center

CM Allen requested that the E.S. Rose Park Committee review information from these discussions and prepare a “Draft Report on Proposed Actions,” with the end of January as a suggested completion date for the draft report.

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*[For final report: Add information indicating that a draft report was submitted, describing the upcoming meeting with CM Allen, and summarizing any revisions to the final draft of the report.]*

### **Report Purpose and Overview**

The primary purpose of the report is to support Goal 3 of the CM Allen’s community meeting: “Ensure that key questions, concerns, and recommendations are heard, valued, and documented, with a commitment to addressing them in a systematic, thorough, and transparent process.”

The report also acknowledges CM Allen’s goal of addressing concerns about Rose Park in an approach that will establish a model for other Nashville neighborhoods and other public-private partnerships. The Urban Land Institute’s “Ten Principles for Successful Public/Private Partnerships,” which were referenced in the planning for the community meeting, also inform this report.

Section 1 of the report presents a framework critical for a positive future for Rose Park and, for clarity, briefly addresses the reasons that this framework is needed. The framework is presented to enable honest conversations with the leadership of Belmont University and is not intended as a barrier to these discussions.

Section 2 presents recommendations for realizing the commitment to “a systematic, thorough, and transparent” process.”

Sections 3-7 of the report are organized around the five focus areas of the community meeting, drawing on charts from each table recording the recommendations of participants. Photos of the charts, as well as CM Allen’s slide presentation, are available on the Rose Park page of the Edgehill Neighborhood Coalition website.

Recommendations in Sections 3-7 are intended to be as specific as possible and are numbered so that they can be directly referenced. A reference list of numbered items for all sections of the report is included as an appendix.

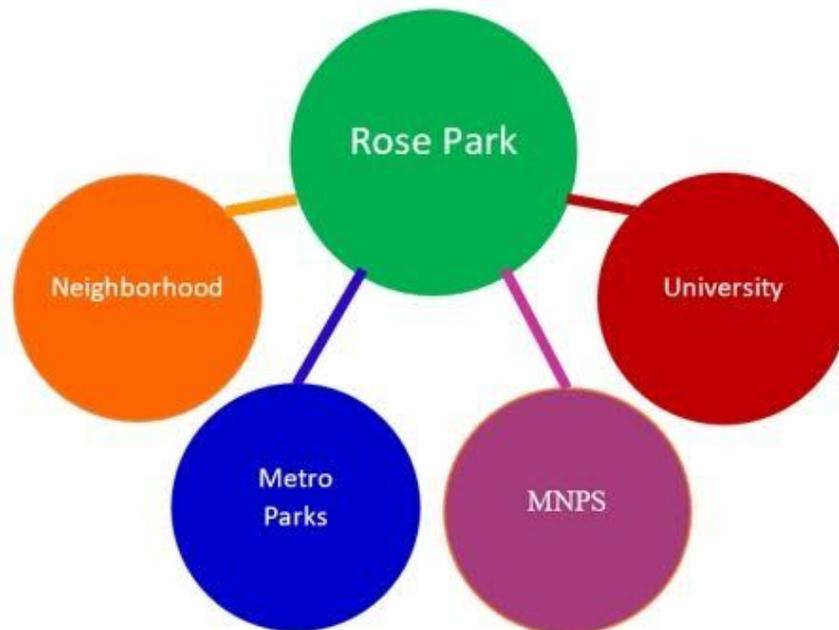
### **Section 1: Framework**

CM Allen and others have recently expressed a vision for Rose Park that recognizes its importance for the Edgehill neighborhood and the role of residents and neighborhood organizations in decisions about its future.

CM Allen’s slide presentation for the December community meeting envisioned a Rose Park

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partnership as a “four-legged stool” with the Edgehill neighborhood as one of four partners:



This framing of the Edgehill neighborhood’s place in the future of the Rose Park lease would represent a vast improvement over past and current realities, but fundamental changes will be needed to move toward this goal.

Belmont’s original efforts to lease Rose Park and its more recent expansion plans have unfortunately been characterized by the compromising of public policy ethics, persistent mischaracterizations of Rose Park and the Edgehill neighborhood, and a confusion and imbalance of private and public interests.

As reflected in ongoing television news reporting, these problems are well documented, acute, and current. They cannot be allowed to continue. It is not necessary to belabor these issues or to associate them uniquely and permanently with Belmont, but they are deeply embedded and need to be confronted.

Future-oriented discussion regarding Rose Park must begin with a shared commitment to ethical behavior, a recognition of the value of the park, and a commitment to the primary public purpose of public real estate and public-private partnerships.

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### **1.1 Written Agreement on Ethical Rules of Behavior**

The Rose Park committee requests that parties to any negotiations regarding the park lease or a proposed school lease conclude a prior agreement regarding ethical rules of behavior.

This request is prompted by information that has begun to come to light in News Channel 5 reporting related to the proposed school lease and specifically the email communication from Belmont to Metro officials featured among other troubling documents in one of the reports. This information is consistent with our experience and with ethical concerns shared emphatically and publicly by Mayor Cooper and others.

We have not developed specific expectations about the form of this agreement on ethical rules of behavior, but we have begun reviewing a draft statement that references the Tennessee Open Meetings Act and includes a commitment to refrain from engaging in backroom negotiations and concealing information vital to responsible decision making by the Metro boards and the Metro Council.

### **1.2 Recognition of the Value of Rose Park**

The Rose Park committee requests that parties commit to recognizing the past, present, and future value of Rose Park independent of the Belmont lease.

The unique importance of Rose Park to Edgehill and Nashville includes its place as the historic center of the Edgehill neighborhood (Meridian Hill, Currey's Hill, Fort Morton, etc.); the residential displacement (public acquisition of 80 parcels) involved in the creation of a large, scenic park for African Americans in 1963; the centrality of the park in recent (2005) neighborhood planning, and its future as a park serving a rapidly growing urban area and as part of a park system linked to Reservoir Park and Fort Negley.

A commitment to this recognition is needed because of self-serving portrayals of Rose Park that distort or erase its history. Continuing a false narrative repeatedly challenged in 2007, Belmont's president recently claimed in a published interview that "all kinds of bad stuff was happening" in Rose Park prior to the Belmont lease and that "Now the only bad stuff that happens is maybe we lose a baseball game." Belmont's website claims that the university funded "the creation and renovation of the park" in 2011.

### **1.3 Rose Park – Neighborhood Park**

The Rose Park committee also requests that parties commit to the recognition of neighborhood needs -- physical health, mental health, social health, recreation, and outdoor relaxation -- as a primary purpose of Rose Park, to which its private uses are secondary.

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The Metro Parks and Greenways Master Plan specifically states that “community parks serve as neighborhood parks for adjacent residents” and that “the best urban parks are equally adept at offering the day-to-day programs that engage nearby residents and daytime workers.” For urban parks, the Plan calls for increasing “intentional program space for passive, self-selecting programming.”

Private university use of public parks does not appear at all in the Parks Master Plan. The reasons for this are self-evident and reflect common sense understandings of the purpose of parks shared nationally and internationally.

A commitment to the recognition of Rose Park as a park for the neighborhood is needed because of Belmont’s repeated misuse of its categorization as a “community park” (a designation based on acreage) to challenge the priority of its importance for the neighborhood. The claim that “Rose Park is not a neighborhood park” in this context is unacceptable.

#### **1.4 Open Consideration of Benefits and Costs for All Parties**

The committee requests that all parties commit to Principle #4 of the Urban Land Institute’s “Ten Principles for Successful Public Private Partnerships”:

“Be Clear on the Risks and Rewards for All Parties.”

With reference to Rose Park, this principle requires recognizing that the use of park facilities for over 3,000 hours by Belmont athletics -- in addition to being an incongruous priority for a park in an urban neighborhood -- represents a significant public and neighborhood cost. Additional costs for the neighborhood and the public include the seemingly permanent loss of open green space through Belmont’s redevelopment of the park and the loss of access created by the perception that the park is a university athletics facility.

It is not necessary to achieve absolute agreement on the extent to which Belmont’s lease obligations compensate the neighborhood and the public for lost access to Rose Park and possibilities for its future. We ask, however, that parties evaluate the institution’s financial role in this context as well as the context of the normal financial commitments of other colleges and universities -- which also award scholarships, engage in community outreach, and expend funds to maintain their athletics facilities without making claims on public parks.

A commitment to this principle is needed to counter persistent paternalistic claims suggesting that Belmont is a public benefactor through its Rose Park lease. The proposed school lease, for example, states that Belmont will “allow” some public use of a public building. A related Belmont

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official statement regarding the building adds that the university and Metro Parks have “agreed to provide free field access to the RBI affiliated teams created in the Edgehill community.”

In an interview discussing Belmont’s proposed leasing of Rose Park in 2007, Belmont President Fisher assured the public that the university would use the park on equal terms with others: “We’re not the ones who will say who does what. Belmont will have to schedule through Metro like we do at Shelby Park. We don’t have first dibs on anything – and we’re accustomed to that.” The suggestion in the proposed legislation that Belmont will “allow” public use of Metro facilities and the statement that it has agreed to allow neighborhood groups free use of the park show how far this understanding has shifted and how important it is to return to President Fisher’s commitment.

### **1.5 Primary Public Purpose**

With reference to both the park lease and any proposed school lease, the committee asks that all parties commit to ensuring the primary public purpose of public real estate, public buildings, and public-private partnerships.

This is needed because of the complex of private interests that led to Belmont’s original Rose Park building proposal in 2017 and the continuing preponderance of private over public interests in the proposals that have followed.

Public facilities, including Rose Park and any proposed building on school property next to the park, must be primarily public, and decisions regarding their design, use, and administration must be governed by public priorities.

## **Section 2: Process**

CM Allen’s goal of “modelling a template for the initiation and implementation of public-private partnerships” appropriately recognizes the importance of ensuring that the means for initiating a partnership match its intended implementation and ends.

For any intended initiation or new beginning of a Rose Park partnership, the committee recommends the identification of representatives for all parties, the sharing of critical information, documentation of negotiations, and adherence to a clearly ordered and commonly understood sequence of steps.

### **2.1 Process Participants and Metro Representation**

The committee requests that any process for developing a Rose Park partnership include consistent participation by representatives designated by the Metro Department of Parks and

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Recreation and the Metro Board of Education.

Especially in the case of MNPS, we recommend the identification of department representatives who have the full confidence of directors and boards and will represent public interests independent of Belmont. This is critical because of clear evidence that the Metro Board of Education was misled and misrepresented in the process leading to the proposed school lease.

## **2.2 Requested Information**

The Urban Land Institute principles for public-private partnership include “communicating early and often,” “making sure all parties do their homework,” and “building trust as a core value.”

The committee requests that the following information be made available to all parties prior to any formal meetings and discussions:

- (1) copies of plans for the building proposed in the school lease,
- (2) the three appraisals of the property, and
- (3) the lease agreement or other terms governing Belmont’s existing indoor batting facility at Fort Negley Park, including terms of access, payments to Metro Parks (if applicable), and revenue collected by Belmont (if applicable).

Although not a precondition for formal meetings and discussions, the committee also requests full information regarding the mechanisms in place to ensure compliance with the financial terms of the 2007 park lease and the effectiveness of these mechanisms. It is currently unclear how Parks ensures that the Easley Center receives its full share of annual lease payments and how the department ensures that these funds do not “supplant regular funding ... for the operations of the Easley Center.”

## **2.3 Metro Audit**

MNPS has requested that Metro Internal Audit conduct an investigation of issues that are related to the proposed school lease. The committee asks that any official action on any proposed lease follow the conclusion of this investigation and the review of its results by all parties.

## **2.4 Transparency**

Minutes of any meetings regarding the park lease and a proposed school lease should be recorded with prompt distribution of approved minutes and vital information to the MNPS

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director and board, the Parks director and board, and neighborhood email lists.

## **2.5 Order of Process**

The Rose Park committee recommends adherence to a clear sequence of steps that prioritizes and orders decisions correctly, avoids tactics of pressure and manipulation, builds trust and consensus, and respects the time investment of all parties.

CM Allen has invited the Rose Park committee to meet with her following the submission of the draft report. This meeting will include a discussion of next steps, and these will be added to the final draft of the report.

## **Section 3: Financial Terms and Duration of the Proposed Lease**

If the Metro Board of Education and the Metro Council allow Belmont to proceed with the construction of a building on the property of Rose Park Middle School, the financial terms of the ground lease should reflect the value of the property, and the revenue from the lease should be managed responsibly and directed toward openly identified public purposes.

Careful scrutiny of the financial terms of any proposed school lease is especially important because of the absurd lease amount initially proposed for the building in 2017 (\$5,000 annually), the lack of a clear rationale for amounts proposed subsequently, and the clear need for transparency in the identification of beneficiaries.

As indicated above, the Rose Park committee has requested information vital for an accurately informed discussion of the proposed lease's financial terms. Financial discussions at the December community meeting and other discussions have been frustrated by a lack of financial transparency and related misrepresentations about the nature of the proposed building.

Recommendations included in this report are therefore offered as initial observations and as documentation of these discussions.

### **3.1 Duration of the Proposed Lease**

The 50-year duration of the proposed school lease, which extends approximately two decades beyond the limits of Belmont's Rose Park lease, is unacceptable.

### **3.2 Lease Payment Amounts**

Payments amounts in any proposed school lease must be based on transparent, rational

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criteria, including the appraised value of the property and the cost of any Metro school and park programming referenced in the lease.

### **3.3 Description of Lease Payments**

The description of lease payments as a “grant” in the current proposed lease is unacceptable. Payments associated with any proposed lease of MNPS property must be accurately described as such.

(The Rose Park lease references annual payments both as “lease payments” and as “contributions.” The former is more accurate and may need to be adopted consistently as part of any planned amendment of the park lease.)

### **3.4 Identification of Beneficiaries**

Payments for any proposed lease of school property must be paid to MNPS or paid to Metro Parks or the Metro Parks Foundation with the agreement of MNPS. Any identification of indirect beneficiaries in a proposed lease must occur through a transparent, rational, and equitable process.

### **3.5 Escalator for Inflation**

Payments for any proposed lease of school property must include an escalator for inflation.

### **3.6 Review Mechanism**

Any proposed school lease must include a requirement and mechanism for conducting fair-market-value assessments at specified times during the life of the contract.

(These requirements and mechanisms should also be considered for the park lease as a part of any amendment to this lease.)

### **3.7 Removal of Fort Negley Batting Facility**

Any proposed school lease must include or be accompanied by an agreement of Belmont’s financial responsibility for any costs associated with the removal of its existing indoor batting facility at Fort Negley Park.

## **Section 4: Oversight and Accountability Mechanisms**

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Existing oversight and accountability mechanisms for the Rose Park lease were created in a rushed legislative process opposed by Edgehill residents and followed by years of litigation.

Whether the national uniqueness of the Rose Park lease is perceived as a historic injustice, “a revolutionary shared facilities concept” (in Belmont’s words), or a framework involving both, new oversight and accountability mechanisms are needed both to protect the public purpose of the park and to maximize potential public benefits of Belmont’s role. Any proposed expansion of a Rose Park public-private partnership to add MNPS makes the need for these mechanisms even more critical.

The primary goal of our committee is the protection of Rose Park as a vital part of the Edgehill neighborhood. We recognize risks in attempting to remedy wrongs through the creation of a new structures involving Belmont, and we recognize the importance of maintaining our focus on the park in larger Metro discussions regarding land use and public-private partnerships. We are nevertheless grateful for these discussions and the opportunity to present recommendations for the improvement of the Rose Park lease in this context.

#### **4.1 Roles of the Belmont Neighborhood Advisory Group**

The amendment to the park lease must address the roles described for the Belmont Neighborhood Advisory Group (BNAG) in the lease.

We respect the importance of the BNAG in advising the leadership of Belmont and the potential of this group for Belmont’s communication with neighborhoods. We have been largely unaware of the BNAG and received no communication from the BNAG regarding Belmont’s expansion plans in Rose Park. We would welcome improved communication between the BNAG and Edgehill neighborhood organizations and are open to the discussion of park lease amendment provisions that may support this.

#### **4.2 Neighborhood Advisory Council Bill**

The committee supports CM Allen’s intention to introduce a bill to legally formalize Neighborhood Advisory Councils and recognize their roles in (1) the evaluation of proposals for the use of public land in neighborhoods and (2) holding accountable any public-private partnership that impacts this public land use.

We support including a reference to this bill in an amendment to the Rose Park lease and in any proposed school lease.

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#### **4.3 New Rose Park Oversight and Accountability Committee**

An amendment to the park lease must establish -- with reference to CM Allen's bill as necessary or appropriate -- the creation of a new committee for oversight and accountability in the context of the park lease. Any proposed school lease must recognize the role of this committee and/or establish a comparable committee for the school lease. The committee or committees shall be established as soon as the enacting legislation becomes effective.

#### **4.4 Committee Membership**

The committee has not discussed a formal proposal regarding the composition of the oversight committee but agrees that the group should include members representing Edgehill neighborhood organizations and residents, Metro Parks, MNPS (if applicable), and Belmont with Metro Council members for Districts 17, 18, and 19 as ex officio members.

The park lease and any proposed school lease should establish processes for the selection of members as well as term lengths and limits.

#### **4.5 Committee Roles and Responsibilities**

The oversight committee or committees should be empowered to determine outcomes for partnerships, to hold all parties accountable to and for these outcomes, and to make recommendations to respective boards, including the recommendation of lease amendments.

The park lease must establish these roles and any proposed school lease must establish these roles and responsibilities.

#### **4.6 Committee Transparency**

The park lease and any proposed school lease should require open, publicly noticed meetings for the oversight committee or committees and the filing of minutes with the Metro Clerk.

#### **4.7 Annual Reporting**

The park lease must establish an appropriate role for the oversight committee in its current annual reporting requirement.

The annual reporting requirement of the park lease should include an expanded list of required reporting items. Measurable goals, including neighborhood goals, and progress toward these goals should be required in annual reports, and measures of success should include

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comparisons with levels of access, service, and programming at other neighborhood parks and centers.

The park lease should require the presentation of annual reports at meetings of the Board of Parks and Recreation.

Any school lease must include comparable annual reporting provisions.

### **Section 5: Park Use, Access, and Scheduling**

It was recently observed that Rose Park is the “Airbnb of parks.” The combined effect of Belmont use of Rose Park (over 3,000 hours annually in total) and the use of the park by other permit holders outside the neighborhood and even outside Tennessee pushes out neighborhood enjoyment of the park. Like Airbnb, this system produces revenue but does so at a significant human cost.

#### **5.1 Compliance with 2007 BZA Conditions**

BZA conditions for the Rose Park lease include that fields are not to be gated and are to “convertible” for use by children. Belmont seems to be out of compliance with these conditions. A remedy is needed that honors the intention of these provisions.

#### **5.2 Restoration of Green Space**

An amendment to the park lease must include provisions for the restoration of green space for light recreation.

The loss of virtually all level green space in Rose Park, apart from athletics fields, is the result of Belmont’s insistence on three fields rather than two in 2007. We request that all parties commit to the recovery of green space in the park equivalent to at least one sports field.

We recognize the logistical challenges of this goal and are open to creative solutions but recognize this issue as a moral responsibility of all parties. The loss of green space is one of the most significant problems of the Rose Park lease. The Childhood Opportunity Index (COI), which shows significant deficits in Edgehill, recognizes the importance of this kind of green space as a key indicator for the wellbeing of children, and this is also true for adults.

Belmont clearly recognizes the importance of green space for light recreation because it created exactly this kind of green space on its campus through the relocation of athletic programs to Rose Park. Belmont ironically prohibits “competition team sports play” in this area of its campus

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because it "excludes the use of the space by others." Instead, Belmont encourages the use of this former athletics area for "light active recreation such as Frisbee, jogging, or passing a ball."

### **5.3 Transparent Park Use Reporting**

Park use reporting based on 17 hours per day, 365 days a year needs to be replaced with more helpful and meaningful information. "Community use," which currently includes users outside Tennessee, for example, needs to be disaggregated.

### **5.4 Prioritization and Improvement of Neighborhood Park Use**

The amendment to the park lease must ensure the prioritization of neighborhood use of Rose Park.

CM Allen's report following the December community meeting indicated that Metro Parks schedules use of the park "with priority for pre-existing community and school uses." The lease does provide for the latter and needs to be amended to include the former.

### **5.5 Online Reporting of Park Scheduling and Availability**

The amendment to the park lease should ensure that information regarding field availability is accessible to the public in real time. An online system is optimal, but this may not need to be specified in the lease as long as residents of the neighborhood have immediate access to the information.

### **5.6 Signage**

It is clear from the community meeting and other discussions that potential patrons of Rose Park have either thought it was a private athletics facility or are uncertain of the terms on which they are allowed to use the facility.

Committee members are eager to work with Metro Parks immediately on a comprehensive plan for improving signage in the park.

### **5.7 Seating**

Park benches are needed for seating outside the athletic fields. Benches are needed especially for seniors and grandparents who bring children to the park. Currently, there are only benches available at the toddler playground site.

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### **5.8 Restrooms**

Restrooms need to be available especially during park opening hours when the Easley Center is closed. Policies for Rose Park in this regard need at least to match those for Sevier Park and other parks.

### **5.9 Parking**

Parking problems have been acknowledged and should be addressed through improved communication, use of northern parking lots, adherence to the parking stipulations of the 2007 lease, the review of these and any other written parking policies by all parties, and the amendment of the park lease if necessary. Under no circumstances should permanent or temporary signs indicate that parking is reserved exclusively for Belmont.

### **5.10 Concession Area**

The Rose Park lease states: "The concession area shall be designed to provide one area for use by Belmont during Belmont Events and another area for use by other users during Community Events."

The committee is not aware of a concession area available to the community. If this perception is correct, the provision of the lease for a community concession area should be honored.

### **5.11 Safety**

Metro Parks reports note significant crime in Rose Park, and a participant in the discussions at the December community meeting stated that the number of incidents (mainly car thefts) is much higher than the number reported. A permit holder also noted a need for additional security and clearer information about procedures for requesting security and reporting crime incidents.

We do not have independent information about crime and security in the park but are eager to work with other parties in addressing this concern.

### **5.12 Expansion of Easley Center Programming**

The committee urges Metro to provide Rose Park with a long overdue regional community center comparable to centers in Sevier and other parks. For the life of the existing center, we ask that Metro provide equitable levels of funding for a broader range of recreational, artistic, musical, and educational programming for Edgehill residents of all ages.

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## **Section 6: Building Use, Access, and Scheduling**

The construction of an athletics building primarily for Belmont in Rose Park or on school property next to Rose Park is unacceptable for many obvious reasons.

Any school lease approved to support the use of Rose Park Middle School property by Belmont must ensure that the proposed building primarily serves a public, rather than private, purpose and that MNPS students are the primary beneficiaries of the facility.

Belmont's construction permit application describes the project as a building "for Metro schools" rather than Belmont. The committee's recommendations regarding the proposed building -- if MNPS chooses to move ahead with the project -- are intended to ensure that it is truly a public MNPS facility.

### **6.1 Elimination of Any Proposed Belmont-only Second Floor**

Any proposed school lease must exclude a second floor or other proposed Belmont-only space.

CM Allen has described plans for a Belmont-only second floor as "adding insult to injury," and Mayor Cooper and others have repeatedly affirmed objections to this aspect of the Belmont's proposed project. To our knowledge, no party other than Belmont has ever agreed to a second floor for the exclusive use of Belmont.

Any proposed second floor of the building must be eliminated or devoted to public purposes. There are promising suggestions for the latter possibility.

### **6.2 Nondiscrimination**

No part of an MNPS facility should be used in support of Belmont's policies of religious discrimination and exclusion or for Belmont staff hired under these policies that discriminate against individuals of other faiths or no religious faith. These policies have no place in the public school buildings in Nashville or any other city.

### **6.3 Metro Scheduling Authority**

Any proposed school lease must ensure full Metro authority over the scheduling of the facility. The scheduling process should be described in detail, and as much of this detail as possible and practical should be included in the lease.

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#### **6.4 Scheduling Priority for the Public**

The school lease currently proposed gives scheduling priority to Belmont. We recognize the importance of the facility to Belmont athletics, but school and community access needs to be guaranteed and quantified with reference to a calendar.

#### **6.5 Equity and Inclusivity**

Any proposed school lease that envisions the use of the building by private organizations and community groups must include a framework for ensuring that these groups can apply for access to the facility on an equitable basis. private organizations and community groups are to be involved in the use of the building, which would be ideal, these should be involved through an equitable process.

#### **6.6 Disaggregation of “Community Use”**

As with the park lease, any school lease should avoid combining neighborhood use, school use, use by the wider Nashville public, and use by private external organizations under the term “Community Use.” youth programs, baseball, waverly belmont football, cheerleading.

#### **6.7 Signage**

Any proposed school lease needs to ensure that external and internal signage as well as descriptions of the building reflect that it is a Metro schools facility. Belmont signage should be limited to levels consistent with the university’s use of an MNPS facility.

### **Section 7: Long-term Plans for Rose Park and the Easley Center**

Campaigning in Rose Park last year, Mayor Cooper recognized the park as “a treasure,” adding:

“It needs to be a treasure for the community and for those ball teams and for our young people to have routine access back to their own facilities. And until that happens, an injustice has been done.”

For most of its 57-year history, Rose Park was a treasure for Edgehill and specifically for the neighborhood’s African American community. As the park was being completed in 1963, Bert Elmore (Nashville’s first Parks director, who would continue in the same role for the new Metro government) observed: “We considered other locations but finally chose this one. I don’t believe it could be located where it would be needed more than right here.”

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Discussions of the long-term future of Rose Park at the December community meeting were constructive and practical, focusing on the historic and scenic northern ridge of the park not claimed by the sports facility (except for a large stormwater feature). The discussion also included suggestions for neighborhood use of the sports facility and the future of the Easley Center.

The committee asks that the park lease, any proposed school lease, and Parks planning for Rose Park draw on insights from these discussions and other positive visions for the future of the park.

### **7.1 “Mirroring Sevier”**

A sad irony of the 2007 Rose Park lease is that the public-private partnership, to date, has resulted in a park that is behind Sevier Park and other comparable parks in terms of resources for and service to the neighborhood.

At the December community meeting, Reverend James Turner of Edgehill’s New Hope Baptist Church observed simply that Rose Park should “mirror Sevier.”

The committee strongly endorses a vision for Rose Park and the Easley Center that draws on the example of Sevier as a nearby park combining scenic, historic, and recreational uses with a great community center. Rather than compounding previous neglect, the Belmont partnership should help Rose Park achieve the service to its neighborhood exemplified by Sevier Park and other parks.

### **7.2 Promotion of Rose Park as a Neighborhood and Community Resource**

The committee recommends that the Metro Parks Department develop a plan for the promotion of Rose Park as a park for the neighborhood and the public.

Rose Park exists in the media, online, and in the public imagination primarily as a Belmont athletics facility. Neighbors who have arrived since the beginning of the Belmont lease have indicated that they shared this perception and did not even know that it was a public park.

### **7.3 Recognition of the History of Rose Park**

The committee recommends that the “whereas” clauses of any proposed legislation regarding Rose Park acknowledge its important as a historic site linked to Fort Negley, its creation and history as a park for African Americans, and the work of neighborhood leaders in efforts to

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protect the park.

#### **7.4 Curation of the Fort Morton Historic Site**

The committee endorses CM Allen's suggestion of erecting a historic marker to recognize the site of Fort Morton and recommends further curation of this history of the park in the context of Fort Negley's recent recognition as a UNESCO Site of Memory.

#### **7.5 Improvements to the Northern Area of the Park**

Following on discussions at the December community meeting, the committee recommends maximizing the northern area of the park as a remaining scenic, historic, and recreational asset.

Suggestions at the community meeting included the improvement of access to the park from its northern side, creation of a northern entrance to the park, improvement of picnic shelters, and the recovery of green space and connectivity lost to the stormwater facility.

This discussion also included the problem of private residential construction that increasingly blocks scenic views from this part of the park. CM Allen has identified zoning protection for the viewshed as a possible approach to addressing this problem and has identified the potential role of the Planning Department in this effort.

#### **7.6 Integration with Planning for Fort Negley Park and Reservoir Park**

Following on discussion at the meeting as well as statements by Mayor Cooper, the committee supports Parks Department's intention to link Rose Park planning with planning for Fort Negley Park and Reservoir Park and to connect these parks through Greenways.

#### **7.7 Containing Belmont Expansion**

The park and school leases should prevent further Belmont encroachment to the extent that this possible. The BZA conditions added to the 2007 proved insufficient to prevent Belmont's recent expansion efforts, and stronger protections for the park and the Edgehill neighborhood are needed. Edgehill cannot afford to go through struggles for the protection of Rose Park every few years, and other neighborhoods and parks need to be protected from the precedents created by Belmont's expansion.

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Edgehill Neighborhood Coalition E.S. Rose Park Committee  
January 31, 2020**

**7.8 End-of-lease Provisions**

The end date of the lease may need to be clarified, and the lease may need to address the responsibility of Belmont for the removal of structures and equipment at this time.

We recognize that these are complex issues and raise them to ensure that they are thoroughly considered in light of Metro's recent experience with the remains of Greer Stadium in Fort Negley Park.

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January 31, 2020**

**List of Recommendations**

Section 1: Framework

- 1.1 Written Agreement on Ethical Rules of Behavior
- 1.2 Recognition of the Value of Rose Park
- 1.3 Rose Park – Neighborhood Park
- 1.4 Open Consideration of Benefits and Costs for All Parties
- 1.5 Primary Public Purpose

Section 2: Process

- 2.1 Participants and Metro Representation
- 2.2 Requested Information
- 2.3 Transparency
- 2.4 Order of Process

Section 3: Financial Terms and Duration of Proposed Lease

- 3.1 Duration of the Proposed Lease
- 3.2 Lease Payment Amounts
- 3.3 Description of Lease Payments
- 3.4 Identification of Beneficiaries
- 3.5 Escalator for Inflation
- 3.6 Review Mechanism
- 3.7 Removal of Fort Negley Batting Facility

Section 4: Oversight and Accountability Mechanisms

- 4.1 Roles of the Belmont Neighborhood Advisory Group
- 4.2 Neighborhood Advisory Council Bill
- 4.3 New Rose Park Oversight and Accountability Committee
- 4.4 Committee Membership
- 4.5 Committee Roles and Responsibilities
- 4.6 Committee Transparency
- 4.7 Annual Reporting

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Section 5: Park Use, Scheduling, and Access

- 5.1 Compliance with 2007 BZA Conditions
- 5.2 Restoration of Green Space
- 5.3 Transparent Park Use Reporting
- 5.4 Prioritization and Improvement of Neighborhood Park Use
- 5.5 Online Reporting of Park Scheduling and Availability
- 5.6 Signage
- 5.7 Benches
- 5.8 Restrooms
- 5.9 Parking
- 5.10 Concession Area
- 5.11 Safety
- 5.12 Expansion of Easley Center Programming

Section 6: Building Use, Scheduling, and Access

- 6.1 Elimination of Any Proposed Belmont-only Second Floor
- 6.2 Nondiscrimination
- 6.3 Metro Scheduling Authority
- 6.4 Scheduling Priority for the Public
- 6.5 Equity and Inclusivity
- 6.6 Disaggregation of "Community Use"
- 6.7 Signage

Section 7: Long-term Plans for Rose Park and the Easley Center

- 7.1 "Mirroring Sevier"
- 7.2 Promotion of Rose Park as a Neighborhood and Community Resource
- 7.3 Recognition of the History of Rose Park
- 7.4 Curation of the Fort Morton Historic Site
- 7.5 Improvements to the Northern Area of the Park
- 7.6 Integration with Planning for Fort Negley Park and Reservoir Park
- 7.7 Containing Belmont Expansion
- 7.8 End-of-lease Provisions