

MINUTES OF THE 111th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 111th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on August 4, 2022 at 9:00 a.m. in the Administrative Conference Room of the Administrative Offices at the Music City Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Norah Buikstra, Alfred Degrafinreid II, Tracy Hardin, Vonda McDaniel, Dee Patel, Seema Prasad, and Betsy Wills

AUTHORITY MEMBERS NOT PRESENT: Robert Davidson and Barrett Hobbs

OTHERS PRESENT: Charles Starks, Charles Robert Bone, Donna Gray, Jim Greer, Brian Ivey, Heather Jensen, Elisa Putman, Jasmine Quattlebaum, Robert Rice, Heidi Runion, Sandy Mazza, and Tom Turner

Chair Norah Buikstra opened the meeting for business at 9:04 a.m. and stated that a quorum was present.

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 if and to the extent applicable 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.

Chair Norah Buikstra read the Mission Statement of the Music City Center (Attachment #1) and there was discussion.

ACTION: Vonda McDaniel made a motion to approve the 110th Meeting Minutes of June 2, 2022. The motion was seconded by Tracy Hardin and approved unanimously by the Authority.

The next regularly scheduled meeting is scheduled for Thursday, September 1, 2022 at 9:00 am.

Charles Starks shared Annual Meeting Matters – Election of FY 22-23 Officers as defined by the bylaws states that: “the annual meeting of the Board of Directors shall be held within Davidson County, Tennessee during the July regular meeting of each year or at such other time or date as shall be determined by the Board of Directors. The purpose of the annual meeting shall be to elect officers of the Authority and to conduct

such other business as may be properly brought before the meeting” (Attachment #1) and there was discussion.

ACTION: Tracy Hardin made a motion that, pursuant to Article IV of the bylaws, Norah Buikstra be elected as Chair, Vonda McDaniel as Vice-Chair, and Alfred Degrafinreid II as Secretary and Treasurer. The motion was seconded by Seema Prasad and approved unanimously by the Authority.

Charles Starks and Charles Robert Bone provided information on the MOU with Nashville Downtown Partnership (Attachments #1 and #2) and there was discussion.

ACTION: Alfred Degrafinreid II made a motion approving the Memorandum of Understanding with the Nashville Downtown Partnership providing funding of \$2 million on or before August 31, 2022 to support the Downtown Partnership’s clean and safe program and consistent with the previous authorization of this Board, requiring quarterly reporting of the expenditure of such funds, and authorizing Charles Starks to execute such Memorandum of Understanding on the same terms as considered this day. The motion was seconded by Seema Prasad and approved unanimously by the Authority.

Charles Starks and Charles Robert Bone provided information on the MOU with Metropolitan Government (Attachment #1 and #3) and there was discussion.

ACTION: Vonda McDaniel made a motion approving the Memorandum of Understanding with the Metropolitan Government of Nashville and Davidson County providing funding of \$10.256 million in two equal installments, one on or before August 15, 2022 and one on or before December 31, 2022, consistent with the previous authorization of this Board and authorizing Chair Norah Buikstra to execute such Memorandum of Understanding on the same terms as considered this day. The motion was seconded by Seema Prasad and approved unanimously by the Authority.

Chair Norah Buikstra provided an update on the July 25, 2022 Executive Committee Meeting (Attachment #1) and there was discussion.

Charles Starks and Charles Robert Bone provided information regarding an update on, and timeline for, the Fifth + Broadway Parking Garage. Charles Starks shared he is communicating with Brookfield Properties regarding a potential meeting for later this month (Attachment #1) and there was discussion.

Charles Starks provided an Operations update and there was discussion.

Charles Starks, Jasmine Quattlebaum, Elisa Putman, and Jim Greer provided information on the Elite Security Labor Contract (Attachments #1 and #4) and there was discussion.

ACTION: Betsy Wills made a motion authorizing Charles Starks to negotiate and execute an amendment with Elite Security approving an increase to their hourly rates on the same terms as considered this day. The motion was seconded by Tracy Hardin and approved unanimously by the Authority.

Charles Starks, Jasmine Quattlebaum, Elisa Putman, Jim Greer, Heidi Runion, and Robert Rice provided information on Music City Center Security Hourly Rates (Attachments #1 and #5) and there was discussion.

ACTION: Vonda McDaniel made a motion approving an increase in the wages for the in-house Music City Center security team as considered this day and authorizing Charles Starks to implement such. The motion was seconded by Dee Patel and approved unanimously by the Authority.

Charles Starks and Jasmine Quattlebaum provided a DBE Update (Attachment #1) and there was discussion.

Charles Starks provided an update on STR, LLC Hotel Statistics for Davidson County and downtown hotels and Competitive Set (Attachment #1) and there was discussion.

Charles Starks provided an update on Tax Collections (Attachment #1) and there was discussion.

Charles Starks provided information on the upcoming ASAE event and the opportunities that the Music City Center and the city will have to book future business.

With no additional business, the Authority unanimously moved to adjourn at 10:12 a.m.

Respectfully submitted,



Charles L. Starks
President & CEO
Convention Center Authority

Approved:



Vonda McDaniel, Vice-Chair
CCA 111th Meeting Minutes
of August 4, 2022



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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 if and to the extent applicable 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.

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The mission of the Music City Center is to create significant economic benefit for the citizens of the greater Nashville region by attracting local and national events while focusing on community inclusion, sustainability and exceptional customer service delivered by our talented team members.

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Annual Meeting Matters Election of FY 22-23 Officers

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MOU with Nashville Downtown Partnership

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MOU with Metropolitan Government

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Executive Committee Report

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Fifth + Broadway Parking Garage Update

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Fifth + Broadway Parking Garage




Action	Timeframe
➤ RFQ issued by CCA on behalf of Metro	➤ September 2013
➤ RFQ awarded by CCA on behalf of Metro	➤ December 2013
➤ MOU with Spectrum Emery	➤ January 2014
➤ CCA recommends to Metro Council approval of Spectrum Emery	➤ May 2015
➤ Metro Council approves sale of site	➤ May 2015
➤ MDHA approves Development Agreement for TIF Loan	➤ June 2015
➤ Metro Council approves Redevelopment Agreement	➤ November 2015

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Fifth + Broadway Parking Garage



Action	Timeframe
➤ CCA approves Development Agreement & Parking Garage Lease	➤ November 2016
➤ Construction begins	➤ 2 nd Quarter 2017
➤ Fifth + Broadway Opens	➤ March 2021
➤ CCA offer to Brookfield Garage Sale	➤ March 2022
➤ Brookfield letter to CCA declining purchase of garage	➤ June 2022

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OPERATIONS UPDATE

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Elite Security Labor Contract

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Music City Center Security Hourly Rates

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Security & Parking Rate Adjustment

	Positions	Current Rate	Proposed Increase	New Rate	Annual Cost*
Security & Parking Officers	25	\$16.50	\$2.00	\$18.50	\$116,116
Security & Parking Supervisors	5	\$22.00	\$2.00	\$24.00	\$23,223
					\$139,339

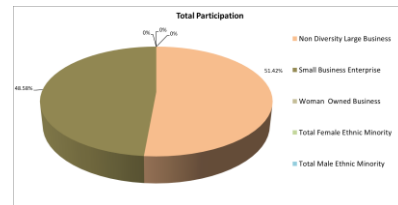
* Assumes full staffing and includes estimated benefits

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DBE Update - FY22 4th Quarter Reports

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LMG FY22 4th Quarter DBE Participation Summary



DBE PARTICIPATION SUMMARY:	% OF TOTAL	# OF COMPANIES
FY22 Goal 20%		
MINORITY OWNED BUSINESS	0.00%	0
WOMAN OWNED BUSINESS	0.00%	0
SMALL BUSINESS ENTERPRISE	48.58%	1
TOTAL	48.58%	1

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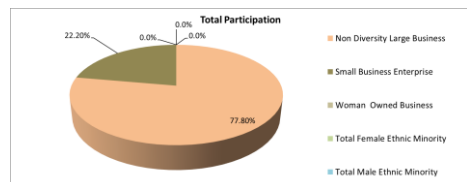
LMG FY22 4th Quarter DBE Participation Dollars Spent

DBE Classification	DBE Dollars Spent:
Total Minority Owned	\$0 (0%)
Total Woman Owned	\$0 (0%)
Total Small Business	\$70,767 (48.58%)

Total DBE Participation	\$70,767 (48.58%)
Total Non Diversity Business	\$74,914 (51.42%)

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LMG FY22 YTD DBE Participation Summary



DBE PARTICIPATION SUMMARY:	% OF TOTAL	# OF COMPANIES
FY22 Goal 20%		
MINORITY OWNED BUSINESS	0.00%	0
WOMAN OWNED BUSINESS	0.00%	0
SMALL BUSINESS ENTERPRISE	22.20%	1
TOTAL	22.20%	1

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Convention Center Authority
Attachment #1
August 4, 2022

LMG FY22 YTD
DBE Participation Dollars Spent
as of 6/30/2022

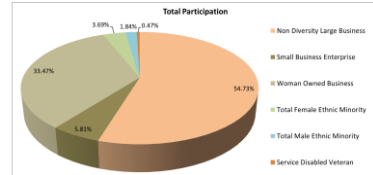
DBE Classification	DBE Dollars Spent:
Total Minority Owned	\$0 (0%)
Total Woman Owned	\$0 (0%)
Total Small Business	\$143,820 (22.20%)

Total DBE Participation	\$143,820 (22.20%)
Total Non-Diversity Business	\$503,875 (77.80%)

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Centerplate FY22 4th Quarter
DBE Participation Summary



DBE PARTICIPATION SUMMARY: FY22 Goal 25%	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESS	5.53%	4
WOMAN OWNED BUSINESS	33.47%	7
SMALL BUSINESS ENTERPRISE	5.81%	3
SERVICE DISABLED VETERAN	0.47%	0
TOTAL	45.27%	14

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Centerplate FY22 4th Quarter
DBE Participation Dollars Spent

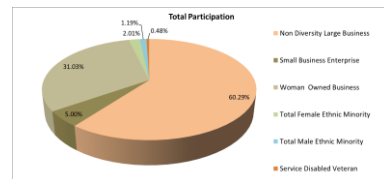
DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$26,858 (1.84%)
Ethnic Minority Female	
African American Owned	\$53,900 (3.69%)
Hispanic Female Owned	\$0 (0%)
Total Minority Owned	\$80,757 (5.53%)
Total Woman Owned	\$489,192 (33.47%)
Total Small Business	\$84,872 (5.81%)
Total Service Disabled Veteran	\$6,828 (0.47%)

Total DBE Participation	\$661,650 (45.27%)
Total Non Diversity Business	\$799,785 (54.73%)

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Centerplate FY22 YTD
DBE Participation Summary as of 6/30/2022



DBE PARTICIPATION SUMMARY: FY22 Goal 25%	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESS	3.19%	4
WOMAN OWNED BUSINESS	31.03%	7
SMALL BUSINESS ENTERPRISE	5.00%	3
SERVICE DISABLED VETERAN	0.48%	0
TOTAL	39.71%	14

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Centerplate FY22 YTD
DBE Participation Dollars Spent as of
6/30/2022

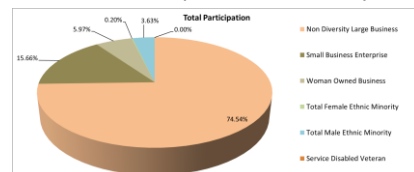
DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$57,930 (1.19%)
Ethnic Minority Female	
African American Owned	\$90,608 (1.86%)
Hispanic Female Owned	\$7,360 (0.15%)
Total Minority Owned	\$155,899 (3.19%)
Total Woman Owned	\$1,515,266 (31.03%)
Total Small Business	\$244,291 (5.0%)
Total Service Disabled Veteran	\$23,530 (0.48%)

Total DBE Participation	\$1,938,986 (39.71%)
Total Non Diversity Business	\$2,943,935 (60.29%)

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Music City Center FY22 4th Quarter
DBE Participation Summary



DBE PARTICIPATION SUMMARY	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESS	3.83%	4
WOMAN OWNED BUSINESS	5.97%	7
SMALL BUSINESS ENTERPRISE	15.66%	7
SERVICE DISABLED VETERAN	0.00%	0
TOTAL	25.46%	18

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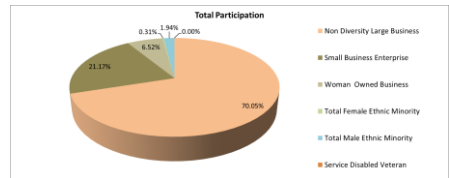
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Music City Center FY22 4th Quarter
DBE Participation Dollars Spent

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$166,726 (3.63%)
Ethnic Minority Female	
African American Owned	\$9,000 (0.20%)
Hispanic Female Owned	\$0 (0%)
Total Minority Owned	\$175,726 (3.83%)
Total Woman Owned	\$274,094 (5.97%)
Total Small Business	\$718,742 (15.66%)
Total Service Disabled Veteran	\$0 (0%)
Total DBE Participation	\$1,168,562 (25.46%)
Total Non Diversity Business	\$3,420,946 (74.54%)

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Music City Center FY22 YTD
DBE Participation Summary as of 6/30/2022



DBE PARTICIPATION SUMMARY	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESS	2.26%	4
WOMAN OWNED BUSINESS	6.52%	7
SMALL BUSINESS ENTERPRISE	21.17%	7
SERVICE DISABLED VETERAN	0.00%	0
TOTAL	29.95%	18

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Music City Center FY22 YTD
DBE Participation Dollars Spent as of
6/30/2022

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$204,426 (1.94%)
Ethnic Minority Female	
African American Owned	\$33,000 (0.31%)
Hispanic Female Owned	\$0 (0%)
Total Minority Owned	\$237,426 (2.26%)
Total Woman Owned	\$686,482 (6.52%)
Total Small Business	\$2,228,302 (21.17%)
Total Service Disabled Veteran	\$0 (0%)
Total DBE Participation	\$3,152,210 (29.95%)
Total Non Diversity Business	\$7,371,335 (70.05%)

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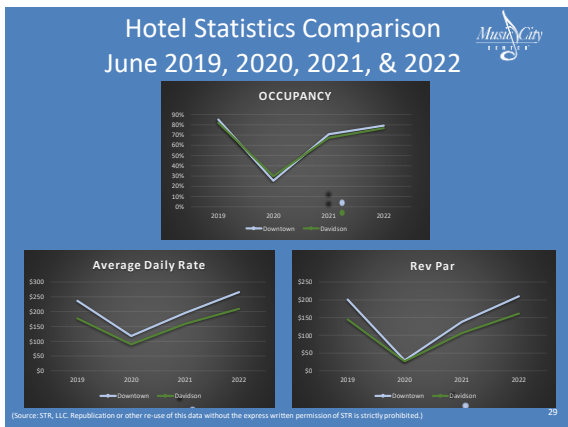
OMNI 2022 Local Participation

COMMITMENT TO LOCAL HIRING	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total FTEs GOAL: 300	332	326	337	338	376	376						
# FTEs (40 hours) Residents of Nashville Metropolitan Statistical Area Goal: 250	247	246	251	255	285	284						
# FTEs (40 hours) Residents of Davidson County Goal: 200	85	80	86	83	91	92						

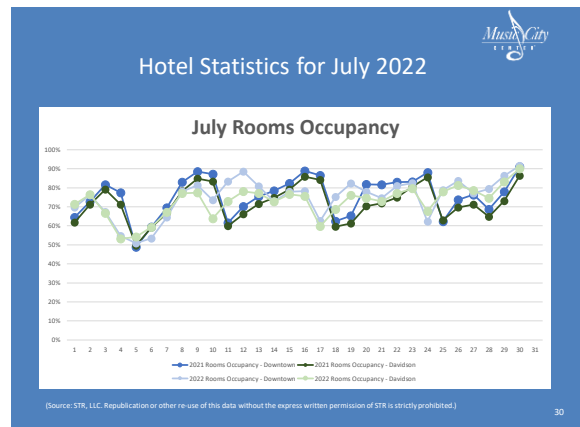
OMNI 2022 DBE Participation

SUPPLY AND SERVICE EXPENDITURE COMMITMENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2022 Total
Nashville Metropolitan Statistical Area Businesses Goal: \$100,000/yr.	33,105	66,729	57,870	46,723	154,844	119,922							478,743
Small, minority and women owned business enterprises Goal: \$50,000/yr.	11,533	13,462	11,227	8,050	22,566	13,144							79,983

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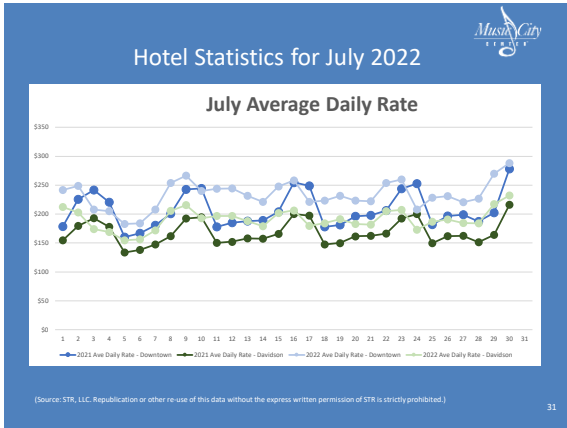


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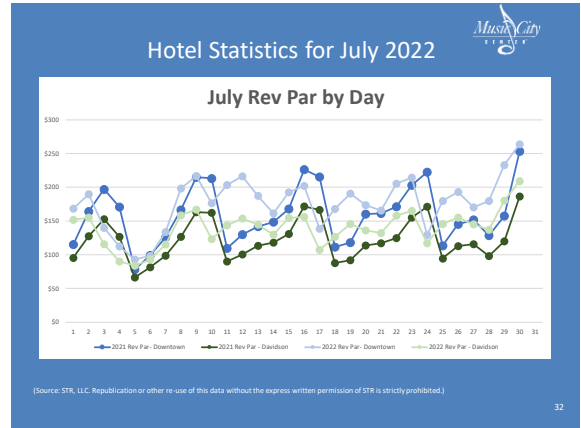


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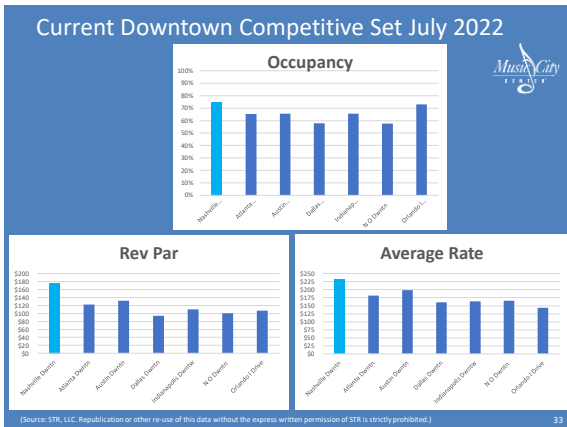
Convention Center Authority Attachment #1 August 4, 2022



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TAX COLLECTIONS

(Source: STR, LLC. Reproduction or other re-use of this data without the express written permission of STR is strictly prohibited.)

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MCC/Hotel Tax Collection

Collections Thru May 2022 (excludes TDZ)

	2/5 of 5% Occupancy Tax	Net 1% Occupancy Tax	\$2 Room Tax	Contracted Vehicle Tax	Rental Vehicle Tax	Campus Tax	Total	Variance to FY 21-22
July	\$3,038,566	\$1,388,172	\$1,603,070	\$243,672	\$262,677	\$1,410,629	\$7,946,786	318.27%
August	\$2,433,545	\$1,109,118	\$1,291,580	\$148,994	\$182,129	\$1,195,069	\$6,369,435	247.49%
September	\$3,029,313	\$1,408,492	\$1,547,474	\$222,054	\$220,237	\$1,360,940	\$7,788,509	298.07%
October	\$3,163,570	\$1,470,668	\$1,496,852	\$263,252	\$222,302	\$1,769,694	\$8,386,338	272.91%
November	\$2,972,277	\$1,375,525	\$1,518,145	\$217,464	\$135,064	\$1,187,027	\$7,405,502	329.23%
December	\$2,632,147	\$1,129,089	\$1,393,124	\$190,012	\$227,348	\$1,239,538	\$6,811,257	198.26%
January	\$1,702,235	\$786,743	\$991,653	\$60,328	\$123,958	\$904,036	\$4,568,953	203.23%
February	\$2,563,445	\$1,200,946	\$1,346,204	\$272,710	\$143,530	\$1,317,837	\$6,844,673	207.14%
March	\$3,676,428	\$1,684,459	\$1,744,672	\$251,548	\$195,640	\$1,980,081	\$9,532,828	173.42%
April	\$4,030,154	\$1,865,935	\$1,793,791	\$277,942	\$217,248	\$1,800,484	\$9,985,553	129.44%
May	\$3,966,887	\$1,837,429	\$1,777,279	\$288,858	\$245,662	\$1,760,227	\$9,876,343	86.93%
June						\$0	\$0	0%
YTD Total	\$33,208,566	\$15,256,577	\$16,503,843	\$2,436,834	\$2,175,796	\$15,925,562	\$85,507,177	196.88%

All numbers subject to change by CCA Auditors

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MCC/Hotel Tax Collection

MCC Portion of May 2022 Tourism Tax Collections

	FY 2020	FY 2021	FY 2022	Variance
2/5 of 5% Occupancy Tax	\$289,390	\$2,092,352	\$3,966,887	89.59%
Net 1% Occupancy Tax	\$144,695	\$984,078	\$1,837,429	86.72%
\$2 Room Tax	\$323,918	\$1,286,539	\$1,777,279	38.14%
Contracted Vehicle	\$25,572	\$145,134	\$288,858	99.03%
Rental Vehicle	\$40,641	\$204,906	\$245,662	19.89%
Campus Sales Tax	\$11,297	\$571,390	\$1,760,227	208.06%
TDZ Sales Tax Increment	\$0	\$0	\$0	0%
Total Tax Collections	\$835,513	\$5,284,399	\$9,876,343	86.90%

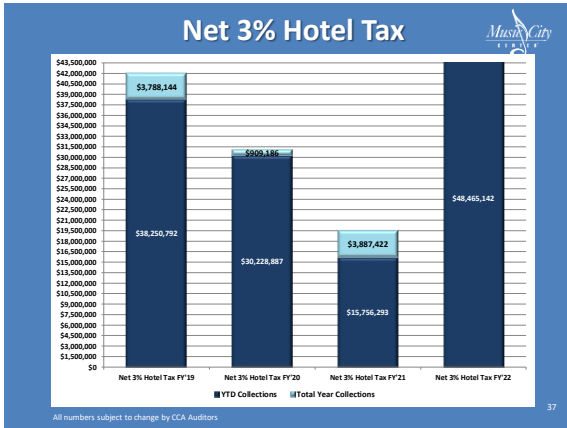
MCC Portion of Year-to-Date Tourism Tax Collections

	FY 2020	FY 2021	FY 2022	Variance
2/5 of 5% Occupancy Tax	\$20,898,284	\$10,789,136	\$33,208,565	207.80%
Net 1% Occupancy Tax	\$9,330,766	\$4,968,010	\$15,256,577	207.10%
\$2 Room Tax	\$12,345,297	\$8,634,973	\$16,503,843	91.13%
Contracted Vehicle	\$2,498,117	\$82,389	\$2,436,834	196.13%
Rental Vehicle	\$1,464,235	\$1,121,918	\$2,175,796	93.94%
Campus Sales Tax	\$13,967,824	\$2,466,414	\$15,925,562	545.70%
TDZ Sales Tax Increment	\$56,461,491	\$36,416,230	\$0	-100.00%
Total YTD Tax Collections	\$116,966,014	\$65,219,571	\$85,507,177	31.11%

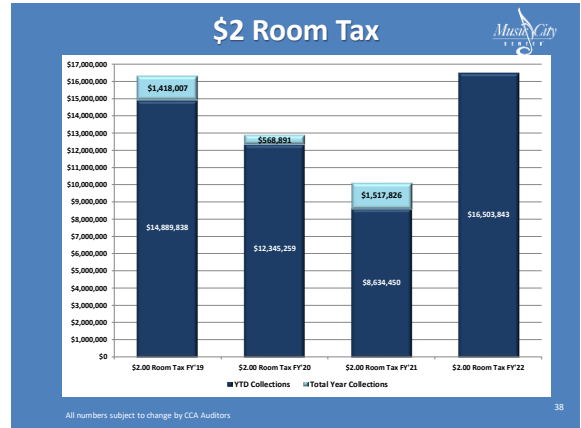
All numbers subject to change by CCA Auditors

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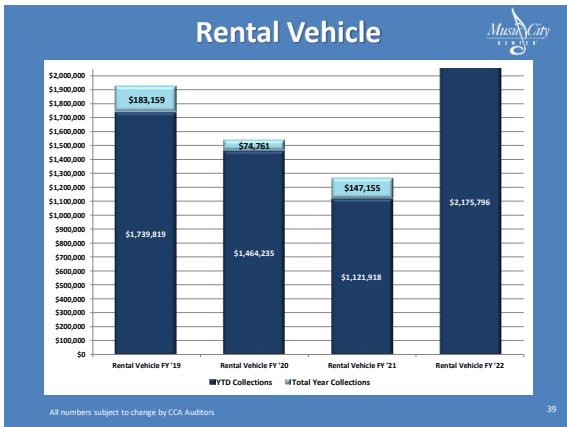
Convention Center Authority
Attachment #1
August 4, 2022



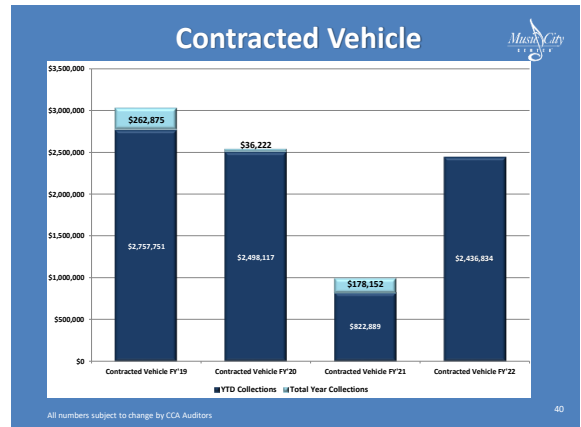
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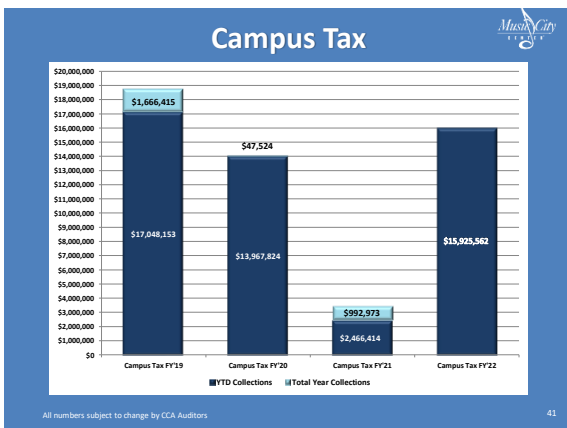
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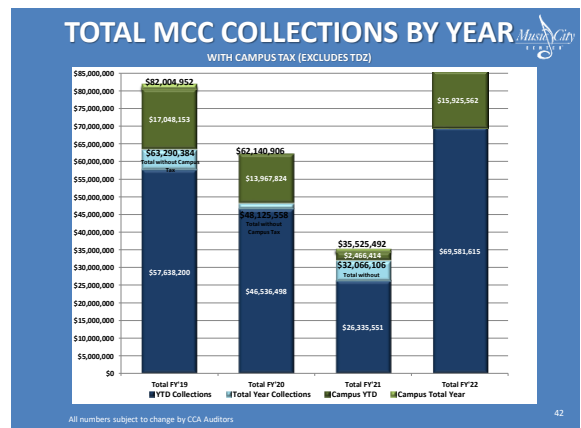
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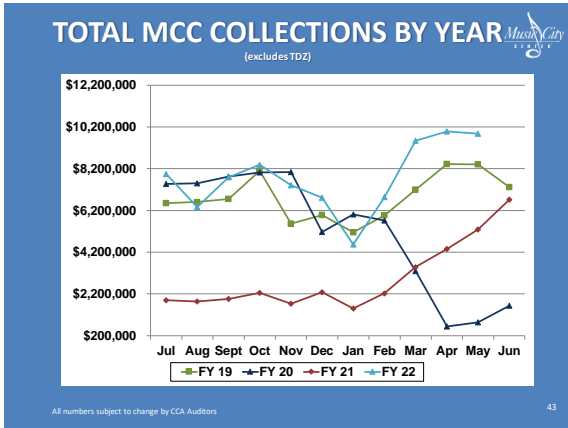


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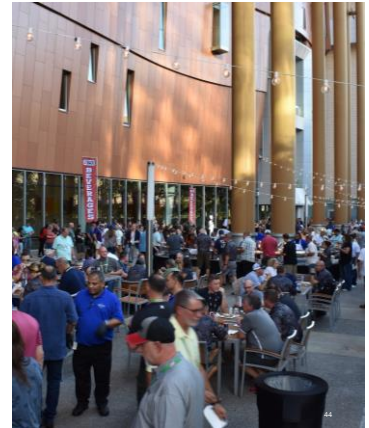
Convention Center Authority
Attachment #1
August 4, 2022



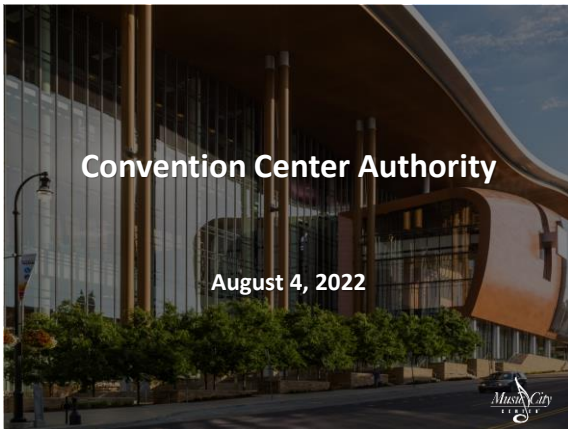
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JUNE EVENTS

- 12 Events
- 50,347 Attendees
- 102,759 Room Nights
- \$83,156,260 Direct Economic Impact



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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made and entered into effective this _____ day of August, 2022 by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the “Convention Center Authority”) and **THE NASHVILLE DOWNTOWN PARTNERSHIP**, a Tennessee private-sector nonprofit corporation and membership organization (the “NDP”). (The Convention Center Authority and NDP are collectively referred to herein as the “Parties.”)

WITNESSETH

WHEREAS, the Convention Center Authority is a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended, to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State’s image as a convention destination, and encourage and foster economic development and prosperity and employment within the State; and

WHEREAS, the NDP is dedicated to serving the businesses, employees, residents, and visitors of Nashville’s urban core and working to ensure downtown Nashville is a clean, safe, and vibrant place to work, shop, live, and do business; and

WHEREAS, the Convention Center Authority recognizes the importance of these efforts being undertaken by the NDP and their importance to the operation of the Music City Center; and

WHEREAS, in order to assure the continuation and expansion of these efforts by the NDP, the Convention Center Authority believes it is in its best interest to provide funding for the Convention Center Authority’s fiscal year 2023 to the NDP to allow the NDP to be able to continue and expand these efforts and its clean safe initiatives as set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and the mutual promises contained herein, the Parties agree as follows:

1. **Funding.** The Convention Center Authority agrees to provide funding to the NDP on or before August 31, 2022 in the amount of Two Million Dollars and No/00 (\$2,000,000.00) to be spent and allocated by the NDP as follows:

- \$341,000 – Expanded Cleaning Footprint (365 days)
- \$352,000 – Focused Safety Services (200 days)
- \$96,000 – Targeted Guest Hospitality (100 days)
- \$569,000 – CBID Participation
- \$273,000 – Maintain Outreach and Housing

- \$369,000 – To Be Determined in further support of the foregoing and in consultation with and upon the approval of the Convention Center Authority.

2. Reporting. The Parties are committed to ensuring transparency and accountability in the expenditure of these funds. Accordingly, NDP agrees to provide a quarterly report to the Convention Center Authority providing information on how the funds were used and/or spent during the preceding quarter on before the last day of the month after each calendar quarter. For example, the report for the quarter ending September 30, 2022 shall be due on October 31, 2022.

3. Default. In the event either party shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party, so long as said party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder.

4. Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any litigation arising out of this Agreement shall be in the courts of Davidson County Tennessee.

6. Entire Agreement. This Agreement contains the entire understanding among the Parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein, the terms of said documents or agreements shall control.

7. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

8. Assignment. The rights and obligations of the Parties may not be assigned, except to parties under the direct control and ownership of a Party hereto.

9. Notice. Any and all notices, offers or other communications provided herein shall be given in writing and delivered in person, by facsimile transmission and confirmed by mail or hand delivery, electronic mail, by nationally recognized overnight courier or by registered or certified mail, return receipt requested, which shall be addressed as follows:

To NDP:

Tom Turner, President
One Nashville Place
150 4th Avenue North
Suite 110
Nashville, Tennessee 37219
tturner@nashvilledowntown.com

To The Convention Center Authority:

Charles Starks, President and CEO
Music City Center
201 Rep. John Lewis Way South
Nashville, Tennessee 37203
Charles.Starks@nashvillemcc.com

10. Authorized Representatives; Approval. Any action required of or permitted to be taken by any of the Parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party. Notwithstanding the foregoing, this Agreement and/or the respective obligations under this Agreement are subject to approval by the boards of NDP and the Convention Center Authority. Further, each party shall cooperate with the other party and provide such assistance as reasonably necessary or requested in connection with the fulfillment of each party's respective obligations under this Agreement. Such cooperation shall include, without limitation, the best efforts of both Parties to cause the cooperation and assistance of each party's respective employees, agents, consultants, contacts and principals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE CONVENTION CENTER AUTHORITY
OF THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY

NASHVILLE DOWNTOWN
PARTNERSHIP

By: _____
Charles Starks, President & CEO

By: _____
Tom Turner, President

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made and entered into as of the ____ day of _____, 2022 (the “Effective Date”) by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the “Metropolitan Government”) and **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the “Convention Center Authority”).

WITNESSETH:

WHEREAS, the Convention Center Authority issued Tourism Tax Revenue Bonds, including Series 2010B, to pay the costs associated with planning, designing, engineering, acquiring, constructing, equipping, furnishing, improving, repairing, refurbishing and opening the Music City Center;

WHEREAS, as a part of the bond financing for the Music City Center, the Convention Center Authority entered into an Indenture of Trust, dated as of April 1, 2010, by and between the Convention Center Authority and U.S. Bank National Association, as the Trustee, pursuant to which the Series 2010B Bonds were issued (the “Indenture;” capitalized terms used but not defined in this Agreement have the meanings given them in the Indenture);

WHEREAS, the Indenture, pursuant to Section 5.02(f), established a Surplus Revenue Fund, which was further described in Section 5.10;

WHEREAS, the purpose of the Surplus Revenue Fund was to (i) receive and hold all Tourism Tax Revenues and Project Operating Revenues which are not otherwise used to pay Operating Expenses or required to be deposited into any other Fund or Account in accordance with Section 5.05 of the Indenture, and (ii) make disbursements into other Funds and Accounts or to Persons, including, without limitation, the Metropolitan Government, as required by the Indenture;

WHEREAS, pursuant to Section 5.10(b) of the Indenture, all moneys on deposit in the Surplus Revenue Fund shall be used and applied in the following order: (i) for the payment of Operating Expenses as and when such expenses arise to the extent moneys are unavailable in the Revenue Fund for such purpose, (ii) to cure any deficiency in the Debt Service Fund, (iii) to cure any deficiency in the Debt Service Reserve Fund, (iv) to reimburse the Metropolitan Government for all Non-Tax Revenues used to pay Debt Service and (v) with the consent and at the direction of the Director of Finance, for any other lawful purpose;

WHEREAS, the Convention Center Authority receives certain Tourism Tax Revenues from the Metropolitan Government under the Intergovernmental Project Agreement (Convention Center Project) dated as of February 1, 2010, by and between the Metropolitan Government, the Convention Center Authority and The Metropolitan Development and Housing Agency of Nashville and Davidson County, including (i) revenues received by the Metropolitan Government and granted to the Issuer under the terms of the Intergovernmental Agreement derived from 3% of the 6% hotel/motel tax imposed pursuant to Tennessee Code Annotated Section 7-4-102 and Metropolitan Code Section 5.12.020 to be charged, per night, to the occupant of any hotel, motel

or other specified transient lodging within the Metropolitan Government, less that portion of such tax required to be deposited to the Metropolitan Government General Fund pursuant to Section 7-4-102(b)(3) and Section 7-4-110(f) of the Tennessee Code Annotated (the "Hotel/Motel Tax Revenues"); (ii) revenues received by the Metropolitan Government from \$2.00 of the \$2.50 hotel room occupancy tax to be charged, per night, to the occupant of any hotel, motel or other specified transient lodging within the Metropolitan Government pursuant to Tennessee Code Annotated Section 7-4-202 and Metropolitan Code Section 5.12.120 and granted to the Issuer by the Metropolitan Government under the terms of the Intergovernmental Agreement (the "Room Occupancy Tax Revenues"); and (iii) revenues received by the Metropolitan Government pursuant to TCA 67-6-103 from the diversion of sales tax revenues collected at the Convention Center Project and any convention center hotel that is approved by the Tennessee Department of Finance and Administration in accordance with TCA 67-6-103 (the "MCCA Campus Sales Tax Revenues");

WHEREAS, the Convention Center Authority has previously paid and transferred to the Metropolitan Government various sums as provided in prior memorandums of understanding; and

WHEREAS, the Metropolitan Government and the Convention Center Authority (collectively, the "parties") wish to enter into this Agreement to provide for the allocation and transfer of a portion of the Hotel Motel Tax Revenues, the Room Occupancy Tax Revenues and the MCCA Campus Sales Tax Revenues (collectively, the "Revenues") held in the Surplus Revenue Fund and/or from operating revenues.

NOW, THEREFORE, in consideration of the premises, the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Allocation of Surplus Revenues.** Pursuant to the Indenture, the Convention Center Authority agrees to transfer to the Metropolitan Government from the MCCA Campus Sales Tax Revenues and/or operating revenues for fiscal year 2023 the sum (the "Special Operations Amount") of Ten Million Two Hundred and Fifty-Six Thousand Dollars (\$10,256,000), to be restricted by the Metropolitan Government into a Special Purpose Fund and allocated for use in connection with Entertainment District Initiatives and Special Events by Metro's Beer Board and Departments of Police, Fire, and Transportation. The Authority agrees to transfer the Special Operations Amount in two equal installments, one on or before August 15, 2022, and one on or before December 31, 2022.
2. **Term.** This Agreement, and the duties and responsibilities of the parties hereunder, shall begin on the Effective Date and shall terminate upon the payment from the Convention Center Authority to the Metropolitan Government as contemplated in paragraph 1.
3. **Default.** In the event any of the parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party, so long as said party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to

compel the defaulting party to perform hereunder. Notwithstanding anything to the contrary herein, termination of this Agreement shall not be permitted if such termination would impair in any way the ability or capacity of any of the parties hereto to fully and timely fulfill its obligations under any contract or agreement with any third party.

4. Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any litigation arising out of this Agreement shall be in the courts of Davidson County Tennessee.

6. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the matters contained herein and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein, the terms of said documents or agreements shall control.

7. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

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

9. Maintenance of Records. The books, records, and documents of the parties, as they relate to any money received under this Agreement, shall be maintained in accordance with the Metropolitan Government's record retention policies, generally for a period of seven (7) years from the date of the payment. The records shall be maintained in accordance with generally accepted accounting principles.

*[Remainder of this page is intentionally blank.
Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

CONVENTION CENTER AUTHORITY OF
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Mayor

Chair

APPROVED AS TO AVAILABILITY
OF FUNDS

ATTEST:

Director of Finance

Secretary

APPROVED AS TO FORM AND
LEGALITY:

Director of Law

ATTEST:

Metropolitan Clerk



Contract Adjustment Request Summary Sheet

Contract Service(s): *Event Security*
Provide Show Security Guards

Contracted Vendor: *Elite Show Services*

Bill Rate:	<i>Current</i>	<i>Requested</i>
Security Guards	\$20.99	\$28.95
Supervisor	\$22.99	\$30.45
Parking Supervisor	\$22.99	\$30.45
Parking Att/Cashier	\$22.49	\$29.75
Police Officer	\$49.10	\$53.00

Pay Rate:	<i>Current</i>	<i>Requested</i>
New Staff	\$13.00	\$18.00
Current Staff	\$14.00	\$19.00
Supervisors	\$15.00	\$20.00
Parking & Cashiers	\$14.50	\$19.50
Police Officer	\$32.00	\$35.00

Reason for Request:

Due to the unprecedented and unexpected challenges and cost due to inflationary factors adversely affecting service provides has resulted in an untenable financial hardship.

Additional Notes:

Also requests the following language be considered in order to memorialize the structure for future years:

“Beginning June 1, 2023 and on June 1st for all future years, the hourly billing rates for all categories set forth above will be increased by a percentage equal to the increase in the Consumer Price Index as published by the U.S. Bureau of Labor Statistics year-over-year.”

Security & Parking Rate Adjustment

	Positions	Current Rate	Proposed Increase	New Rate	Annual Cost*
Security & Parking Officers	25	\$16.50	\$2.00	\$18.50	\$116,116
Security & Parking Supervisors	5	\$22.00	\$2.00	\$24.00	<u>\$23,223</u>
					\$139,339

* Assumes full staffing and includes estimated benefits