

# **MINUTES OF THE 119<sup>th</sup> MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE DAVIDSON COUNTY**

The 119<sup>th</sup> meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on June 1, 2023, at 9:00 a.m. in the Administrative Conference Room of the Administrative Offices at Music City Center, Nashville, Tennessee.

**AUTHORITY MEMBERS PRESENT:** Norah Buikstra, Alfred Degrafinreid II, Robert Davidson, Tracy Hardin, Tre Hargett, Barrett Hobbs, David Lillard, Jason Mumpower, Dee Patel, Seema Prasad, and Betsy Wills

**AUTHORITY MEMBERS NOT PRESENT:** Vonda McDaniel

**OTHERS PRESENT:** Charles Starks, Charles Robert Bone, Donna Gray, Brian Ivey, Heather Jensen, Elisa Putman, Jennifer Pfeiffer, Rachel Buckley, Justin Wilson, Tom Turner, Kacy Stern, Sandy Mazza, Rachel Offutt, Kristin Wilson, MNPD Central Precinct Commander Rickey Bearden, MNPD Support Services Bureau Deputy Chief Tommy Widener, and MNPD Custom Services Commander Preston Brandimore

Chair Norah Buikstra opened the meeting for business at 9:04 a.m.

**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 Music City Center Mission Statement.

**ACTION:** Betsy Wills made a motion to approve the 118<sup>th</sup> Meeting Minutes of May 4, 2023. The motion was seconded by Alfred Degrafinreid II and approved unanimously by the Authority.

The next regularly scheduled meeting is scheduled for Thursday, July 6, 2023, at 9:00 a.m.

The Convention Center Authority welcomed new ex-officio members Tre Hargett, David Lillard, and Jason Mumpower to the Board (Attachment #1), and there was discussion.

Chair Norah Buikstra provided an update on the May 16, 2023 Executive Committee (Attachment #1), and there was discussion.

Robert Davidson provided a summary of the Finance & Audit Committee meeting held May 9, 2023, stating the committee recommends the acceptance and approval of the renewal of the auditor contract for an additional two years with Crosslin PLLC (Attachments #1 & 2), and there was discussion.

Authority Attorney Charles Robert Bone and Charles Starks provided information on the contract renewal for Audit Services. The original contract with Crosslin was for a three-year period with a two-year renewal option subject to annual review, recommendation, and availability of funds (Attachments #1 & 2), and there was discussion.

**ACTION:** Robert Davidson made a motion approving an amendment to the Crosslin PLLC engagement contract extending the engagement for two subsequent years to cover the audits of financial statements and Employee Savings Trust for fiscal years 2023 and 2024, as recommended by the Finance and Audit Committee, and authorizing Norah Buikstra to execute the amendment and take any actions necessary or appropriate to formalize that amendment on substantially the same terms as considered this day for the operations of the Music City Center. The motion was seconded by Tracy Hardin and approved unanimously by the Authority.

Authority Attorney Charles Robert Bone and Charles Starks provided information on the Memorandum of Understanding with the Metropolitan Government for Entertainment District Security and Support by Metro's Beer Board and Departments of Police, Fire, and Transportation (FY2024) (Attachments #1, 3 & 4) and the request for additional funding, and there was discussion.

Robert Davidson recognized and asked Kristin Wilson, Chief of Operations and Performance/OEM of the Mayor's office, to discuss her request for additional funding for FY2024 MOU, and there was discussion. Wilson noted an increase in staffing, due to more special events and a larger EDI downtown footprint, and the need for related supplies and small equipment as the cause for increasing the MOU from \$10 million to \$14.04 million.

Charles Starks referenced the long-standing relationship between CCA, MNP, and MNFD.

Robert Davidson recognized representatives with MNP in attendance and asked them to provide any additional information. Deputy Chief Tommy Widener, Central Precinct Commander Rickey Bearden, and Custom Services Commander Preston Brandimore also commented on the valued relationship with CCA and the ongoing efforts to provide public safety for the busy downtown area, and there was discussion.

**ACTION:** Alfred Degrafinreid II made a motion approving the Memorandum of Understanding with the Metropolitan Government providing public safety funding of \$14,040,000 for FY2024 in two equal installments, one on or before August 15, 2023,

and one on or before December 31, 2023, and authorizing Norah Buikstra to execute the Memorandum of Understanding on the same terms as considered this day. The motion was seconded by Robert Davidson and approved unanimously by the Authority.

Authority Attorney Charles Robert Bone and Charles Starks provided information on the First Amendment to Memorandum of Understanding with the Nashville Downtown Partnership related to Walk of Fame Park (Attachments #1 & 5) and the request for additional funding, and there was discussion.

Robert Davidson recognized and asked Nashville Downtown Partnership (NDP) President & CEO Tom Turner to discuss his request for funds, and there was discussion. Turner provided information on the changes and the needs for clean and safe operations programming for the Walk of Fame Park, as accomplished in Church Street Park.

**ACTION:** Seema Prasad made a motion approving the First Amendment to the Memorandum of Understanding with the Nashville Downtown Partnership to provide additional funding of \$1.8 million on or before June 30, 2023, consistent with the previous authorization of this Board, for the purpose of improving, activating, and staffing the adjacent Hall of Fame Park, and authorizing Charles Starks to execute such First Amendment on the same terms as considered this day. The motion was seconded by Dee Patel and approved unanimously by the Authority.

Authority Attorney Charles Robert Bone and Charles Starks provided information on the First Amendment to Memorandum of Understanding with the Metropolitan Government related to Broadway Security Improvements and 2<sup>nd</sup> Avenue Reconstruction Participation (Attachments #1 & 6) and the request for additional funding, and there was discussion.

**ACTION:** Robert Davidson made a motion approving the First Amendment to the Memorandum of Understanding with the Metropolitan Government to provide additional funding of \$21.7 million on or before June 30, 2023, consistent with the previous authorization of the Board, for the purpose of supplementing the Metropolitan Government's funding of capital expenses for (a) security improvements on Broadway Avenue to include retractable bollards and meridian bollards in the vicinity of the Music City Center and (b) funding for the reconstruction and recovery of 2<sup>nd</sup> Avenue's streetscape to include maintaining major utilities, waste management improvements, creating pedestrian pathways; enhancing street lighting and landscaping, and authorizing Norah Buikstra to execute such First Amendment on the same terms as considered this day. The motion was seconded by Seema Prasad and approved unanimously by the Authority with Barrett Hobbs recusing himself from the vote.

Charles Starks provided an Operations Update.

Charles Starks provided information on the RFP Business Service Center (Attachments #1 and 7), and there was discussion.

**ACTION:** Dee Patel made a motion [i] accepting the recommendation of the evaluation committee and [ii] authorizing Charles Starks to negotiate and execute an agreement with UPS Store for providing business center services for the Music City Center on substantially the same terms as considered this day. The motion was seconded by Tracy Hardin and approved unanimously by the Authority.

Charles Starks provided an update on the monthly STR, LLC Hotel Statistics, referred the board to their packets for additional monthly statistics including hotel data and tax collections (Attachment #1), and there was discussion.

The Board requested square footage data on the Competitive Set for the downtown areas of Atlanta, Austin, Dallas, Indianapolis, New Orleans, and Orlando I Drive. Charles Starks will provide the information via email at the conclusion of the meeting.

The Board requested a list showing the advantages and disadvantages of the Music City Center in comparison with other centers. Charles Starks stated the information is provided yearly in the Sales & Marketing Plan and he will provide the information via email at the conclusion of the meeting.

With no additional business, the Authority unanimously moved to adjourn at 10:36 a.m.

Respectfully submitted,



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Charles L. Starks  
President & CEO  
Convention Center Authority

Approved:



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Norah Buikstra, Chair  
CCA 119<sup>th</sup> Meeting Minutes  
Of June 1, 2023



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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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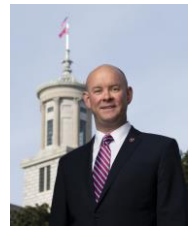
## WELCOME TO CCA!



Tre Hargett



David Lillard



Jason Mumpower

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## Executive Committee Report

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## Finance & Audit Committee Report – Contract Renewal Audit Services

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**Memorandum of Understanding with the Metropolitan Government for Entertainment District Security and Support by Metro's Beer Board and Departments of Police, Fire, and Transportation (FY2024)**

**First Amendment to Memorandum of Understanding with the Nashville Downtown Partnership (Walk of Fame Park)**

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**First Amendment to Memorandum of Understanding with the Metropolitan Government (Broadway Security Improvements and 2<sup>nd</sup> Avenue Reconstruction Participation)**

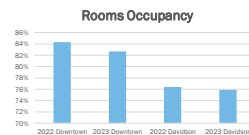
## OPERATIONS UPDATE

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## RFP Business Service Center

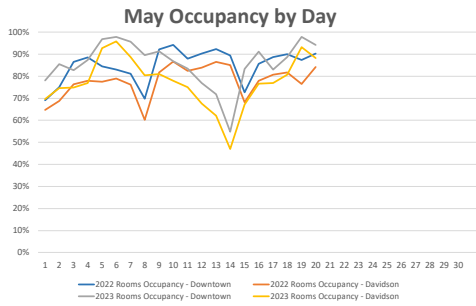
### Hotel Statistics Comparison April 2022 & 2023



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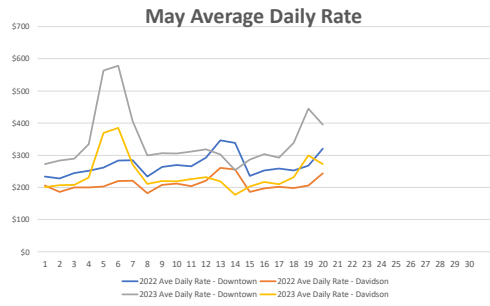
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(Source: STR, LLC. Reproduction or other re-use of this data without the express written permission of STR is strictly prohibited.)

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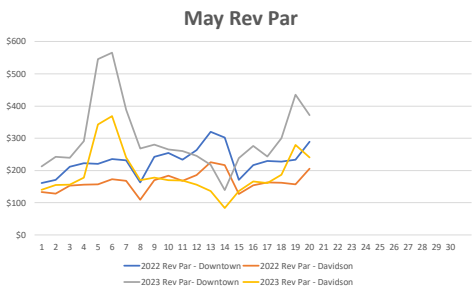
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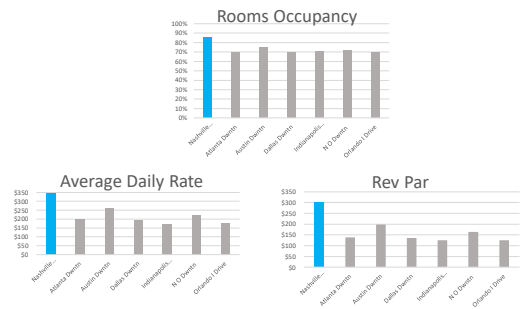


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**Current Downtown Competitive  
May 2023**



(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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**TOURISM TAX COLLECTIONS**

**MCC/Tourism Tax Collections  
Collections Thru March 2023  
(excludes TDZ)**

	2/5 of 5% Occupancy Tax	1st 1% Occupancy Tax	\$2 Room Tax	Contracted Vehicle Tax	Rental Vehicle Tax	Campus Tax	Total	Variance to FY 21-22
July	\$3,626,674	\$1,640,157	\$1,749,712	\$292,102	\$230,244	\$1,919,048	\$9,457,937	19.02%
August	\$3,348,972	\$1,539,896	\$1,627,891	\$289,222	\$226,297	\$1,736,424	\$8,768,691	37.86%
September	\$3,889,950	\$1,795,233	\$1,792,268	\$335,260	\$215,854	\$1,893,206	\$9,921,771	27.39%
October	\$4,288,241	\$1,986,527	\$1,831,960	\$336,752	\$265,902	\$2,083,653	\$10,793,036	28.70%
November	\$3,509,563	\$1,586,942	\$1,629,761	\$306,810	\$214,034	\$1,432,249	\$8,679,358	17.20%
December	\$2,995,174	\$1,284,864	\$1,440,628	\$216,076	\$192,625	\$1,183,854	\$7,313,220	7.37%
January	\$2,431,748	\$1,098,088	\$1,347,489	\$252,586	\$153,165	\$1,510,222	\$6,793,299	48.68%
February	\$3,457,346	\$1,588,288	\$1,607,309	\$251,598	\$156,618	\$1,964,219	\$9,025,378	31.86%
March	\$4,475,082	\$2,050,228	\$1,919,846	\$321,298	\$205,496	\$2,352,586	\$11,324,536	18.80%
April							\$0	0%
May							\$0	0%
June							\$0	0%
YTD Total	\$32,022,750	\$14,570,213	\$14,946,864	\$2,601,704	\$1,860,235	\$16,075,461	\$82,077,227	25.03%

All numbers subject to change by CCA Auditors

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## MCC/Tourism Tax Collections

### MCC Portion of March 2023 Tourism Tax Collections

	FY 2021	FY 2022	FY 2023	Variance
2/5 of 5% Occupancy Tax	\$1,304,659	\$3,676,428	\$4,475,862	21.72%
Net 3% Occupancy Tax	\$607,763	\$1,684,459	\$2,200,228	21.71%
\$2 Room Tax	\$1,043,874	\$1,744,672	\$1,919,846	10.04%
Contracted Vehicle	\$94,004	\$251,548	\$321,298	27.78%
Rental Vehicle	\$68,051	\$195,440	\$205,496	5.09%
Campus Sales Tax	\$368,235	\$1,980,081	\$2,352,586	18.81%
TDJ Sales Tax Increment	\$0	\$0	N/A	
<b>Total Tax Collections</b>	<b>\$3,486,567</b>	<b>\$9,532,828</b>	<b>\$11,324,536</b>	<b>18.90%</b>

### MCC Portion of Year-to-Date Tourism Tax Collections

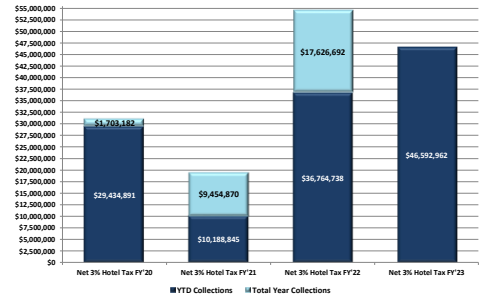
	FY 2021	FY 2022	FY 2023	Variance
2/5 of 5% Occupancy Tax	\$7,002,474	\$25,211,525	\$32,022,750	27.02%
Net 3% Occupancy Tax	\$3,387,432	\$11,552,212	\$14,570,213	26.11%
\$2 Room Tax	\$6,186,378	\$12,932,774	\$14,946,864	15.57%
Contracted Vehicle	\$568,933	\$1,870,034	\$2,601,704	39.13%
Rental Vehicle	\$734,184	\$1,712,886	\$1,860,235	8.60%
Campus Sales Tax	\$1,488,122	\$12,364,851	\$16,075,461	30.01%
TDJ Sales Tax Increment	\$36,416,230	\$0	\$54,901,700	N/A
<b>Total YTD Tax Collections</b>	<b>\$55,582,745</b>	<b>\$65,645,281</b>	<b>\$135,978,927</b>	<b>108.67%</b>

All numbers subject to change by CCA Auditors

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## Net 3% Hotel Tax

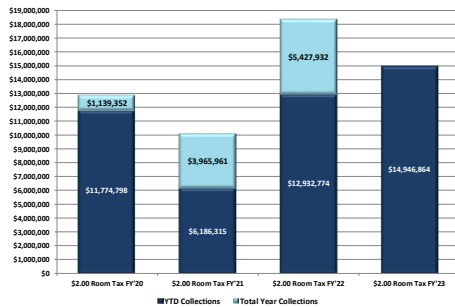


All numbers subject to change by CCA Auditors

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## \$2 Room Tax

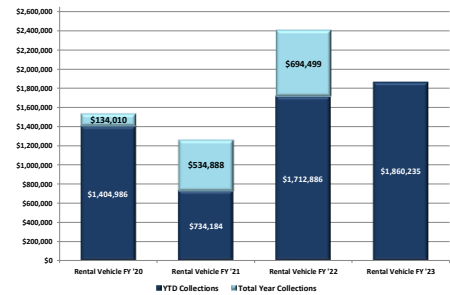


All numbers subject to change by CCA Auditors

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## Rental Vehicle

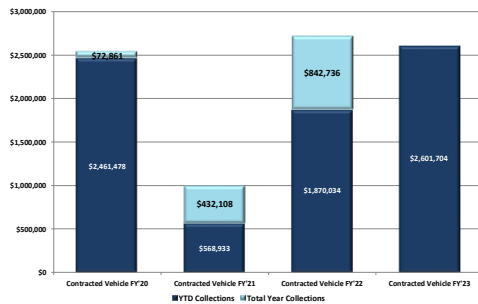


All numbers subject to change by CCA Auditors

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## Contracted Vehicle

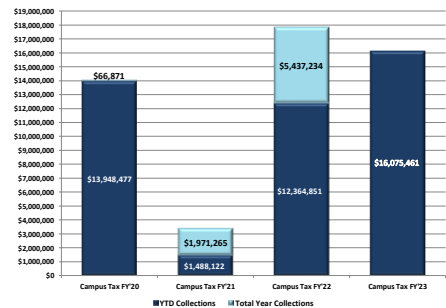


All numbers subject to change by CCA Auditors

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## Campus Tax



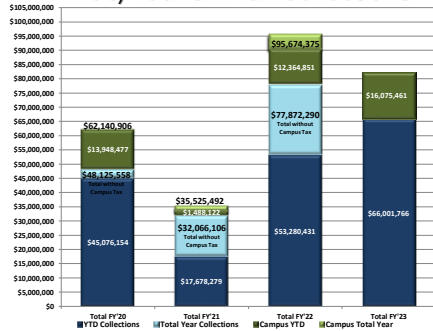
All numbers subject to change by CCA Auditors

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### MCC/Tourism Tax Collections



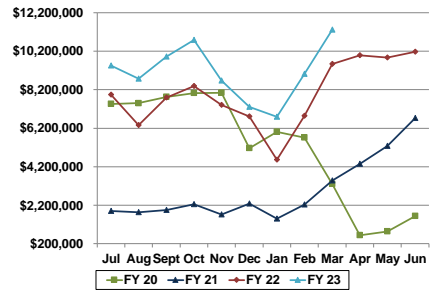
All numbers subject to change by CCA Auditors

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### Total MCC Collections By Year

(excludes TDZ)



All numbers subject to change by CCA Auditors

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### APRIL EVENTS

- 26 Events
- 31,610 Attendees
- 25,483 Room Nights
- \$37,034,064 Direct Economic Impact



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### CONVENTION CENTER AUTHORITY

JUNE 1, 2023



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**Contract Renewal Summary Sheet for the Music City Center**

**Contract Service:** *Auditing Services*

**Contracted Vendor:** *Crosslin, PLLC*

**Compensation and Cost:**

	<b>Yr.4</b>	<b>Yr.5</b>
<b>Financial Statement Audit</b>	<i>\$49,500.00</i>	<i>\$51,000.00</i>
<b>Employee Savings Trust</b>	<i>\$11,500.00</i>	<i>\$11,800.00</i>
<b>Preparation of Employee Savings Trust - 5500</b>	<i>\$3,100.00</i>	<i>\$3,200.00</i>
<b>Hourly Rate for Audit Work Outside RFP Scope</b>	<b>Yr.4</b>	<b>Yr.5</b>
<b>Staff Associate</b>	<i>\$98.00</i>	<i>\$100.00</i>
<b>Senior Associate</b>	<i>\$124.00</i>	<i>\$130.00</i>
<b>Manager</b>	<i>\$165.00</i>	<i>\$170.00</i>
<b>Senior Manager</b>	<i>\$190.00</i>	<i>\$195.00</i>
<b>Partner</b>	<i>\$288.00</i>	<i>\$295.00</i>
<b>Hourly Rate for Advisory Work Outside RFP Scope</b>	<b>Yr.4</b>	<b>Yr.5</b>
<b>Staff Associate</b>	<i>\$112.00</i>	<i>\$115.00</i>
<b>Senior Associate</b>	<i>\$140.00</i>	<i>\$143.00</i>
<b>Manager</b>	<i>\$185.00</i>	<i>\$190.00</i>
<b>Senior Manager</b>	<i>\$215.00</i>	<i>\$220.00</i>
<b>Partner</b>	<i>\$325.00</i>	<i>\$330.00</i>

In addition to the above, include a schedule of hourly rates by staff level by year that would be billed for any addition services that might be requested within the scope of the contract although not specifically requested in the RFP. The hourly rate also includes any estimated out-of-pocket expenses.

**Term Extension:** June 17, 2023 - June 17, 2025

**DBE participation:**  
*Hoskins & Company (MBE) - 15%*  
*Thomson Financial Resources (WBE) - 15%*

**Justification for Extension:**  
Crosslin has provided great service over the past few years. They have demonstrated a high level of professionalism and service.

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (this “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023. (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 (“TCA”) 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**, pursuant to TCA 7-89-112(n)(1)(C), the Convention Center Authority is authorized to make payments for the cleanliness and safety of the Music City Center and the qualified associated development; 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.** 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 2024 the sum of Fourteen Million and Forty Thousand Dollars (\$14,040,000), to be restricted by the Metropolitan Government into a Special Purpose Fund and only allocated for use in connection with the public safety of the Music City Center and qualified associated development for personnel costs, supplies and equipment incurred by the Metropolitan Government's Departments of Police, Fire, and Transportation and Beer Board in the tourism development zone. The Authority agrees to transfer this amount to the Metropolitan Government in two equal installments, one on or before August 15, 2023, and one or before December 31, 2023.
2. **Term.** This Agreement, and the duties and responsibilities of the parties hereunder, shall begin on the Effective Date and shall terminate upon the final 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.]*

June 1, 2023

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:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Director of Finance

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
Director of Law

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

**FY24 Metro MOU request of Convention Center Authority**

		<u>\$M</u>
EDI and Special Events OT incl related supplies/equipment		
	MNP	11.69
	MNF	2.00
	NDOT	0.25
	Beer Board / Nightlife	<u>0.10</u>
		14.04

Notes

Geographic boundaries use are CBID boundaries: all OT/OT-related expenses to be incurred within these

Covers MNPD tourism/event-related activities throughout the Entertainment District not covered by the newly created standalone EDU or regular Central Precinct operations. Staffing levels change based on tourism / event load, but current assumptions include Friday - Sunday: 23 Officers per day assigned OT; Mon-Thurs 17 officers per day assigned OT. Officers are primarily drawn from Central and Midtown Precincts. Additionally, public safety needs for tourism at peak times (e.g., large conference, special events) are an incremental assumed 131,600 officer OT hours and 10,000 civilian OT hours

Delta to FY23:

MNPD: EDI/downtown events OT running over FY23 funding request by \$1.5M YTD; larger EDI downtown footprint - primary is Broadway but also 1st/2nd Ave, Pedestrian Bridge, etc.; FY24 anticipated increases in police compensation  
 MNFD: OT running over FY23 funding request; greater need for related supplies / small equipment to be funded

Comparison: FY23

	MNP	8.55
	MNF	1.37
	NDOT	0.25
	Beer Board / Nightlife	<u>0.09</u>
		10.26
FY23 Set up in special purpose fund: spending YTD (as of March actuals)		8.95
	FY23 Remaining	1.31

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING**

**THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING** (the "Amendment") is made and entered into effective this \_\_\_\_\_ day of June, 2023 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 Parties entered into that certain Memorandum of Understanding dated August 4, 2022 (the "Memorandum of Understanding") whereby the Convention Center Authority appropriated Two Million Dollars and No/00 (\$2,000,000.00) to the NDP to enhance the NDP's clean and safe service programs and to, among other things, expand its cleaning footprint, safety services and guest hospitality;

**WHEREAS**, on February 2, 2023, the Convention Center Authority appropriated an additional One Million and Eight Hundred Thousand Dollars and No/00 (\$1,800,000.00) to the NDP for the purpose of improving, activating and staffing the adjacent Hall of Fame Park;

**WHEREAS**, as a result, the Parties have agreed to amend the Memorandum of Understanding subject to the terms and condition set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Parties mutual agree as follows:

1. Section 1 is hereby amended and restated in its entirety as follows:
  - a. 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.



June 1, 2023

- b. The Convention Center Authority agrees to provide funding to the NDP on or before June 30, 2023 in the amount of One Million and Eight Hundred Thousand Dollars and No/00 (\$1,800,000.00) to be spent by the NDP to improve, activate and staff Hall of Fame Park, located adjacent to the Music City Center, in accordance with the presentations made to the Convention Center Authority on January 5, 2023 and February 2, 2023.

2. Except to the extent to which the same may be defined herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Memorandum of Understanding.

3. This Amendment may be executed in any number of counterparts (including via pdf or other electronic means), each of which shall be an original as regards to any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.

4. In the event any of the terms or provisions of this Amendment conflict in any way with any of the terms or provision of the Memorandum of Understanding, the applicable terms and provision of this Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Memorandum of Understanding shall remain in full force and effect, and the Parties hereby ratify and reconfirm the Memorandum of Understanding, as amended hereby, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no further modification or alteration of the Memorandum of Understanding shall be binding unless evidenced by an agreement in writing signed by the Parties.

[signature page follows]

June 4, 2023

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 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: \_\_\_\_\_

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING**

**THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING** (the "Amendment") is made and entered into effective this \_\_\_\_\_ day of June, 2023 by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Metropolitan Government"). (The Convention Center Authority and the Metropolitan Government are collectively referred to herein as the "Parties.")

**WITNESSETH**

**WHEREAS**, the Parties entered into that certain Memorandum of Understanding dated August 4, 2022 (the "Memorandum of Understanding") whereby the Convention Center Authority appropriated 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;

**WHEREAS**, pursuant to TCA 7-89-112(n)(1)(B), the Convention Center Authority is authorized to make payments for capital expenses related to the Music City Center and the qualified associated development; and

**WHEREAS**, on February 2, 2023, the Convention Center Authority appropriated an additional Twenty-One Million and Seven Hundred Thousand Dollars (\$21,700,000) to supplement the Metropolitan Government's funding of capital expenses for (a) security improvements on Broadway Avenue to include retractable bollards and meridian bollards in the vicinity of the Music City Center and (b) funding for the reconstruction and recovery of 2<sup>nd</sup> Avenue's streetscape to include maintaining major utilities, waste management improvements, creating pedestrian pathways; enhancing street lighting and landscaping;

**WHEREAS**, as a result, the Parties have agreed to amend the Memorandum of Understanding subject to the terms and condition set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Parties mutual agree as follows:

1. Section 1 is hereby amended and restated in its entirety as follows:
  - a. 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

June 1, 2023

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.

- b. 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 of Twenty-One Million and Seven Hundred Thousand Dollars (\$21,700,000) to be spent by the Metropolitan Government to supplement the funding of capital expenses for (a) security improvements on Broadway Avenue to include retractable bollards and meridian bollards in the vicinity of the Music City Center and (b) funding for the reconstruction and recovery of 2<sup>nd</sup> Avenue's streetscape to include maintaining major utilities, waste management improvements, creating pedestrian pathways; enhancing street lighting and landscaping, all in accordance with the presentations made to the Convention Center Authority on January 5, 2023 and February 2, 2023. The Authority agrees to transfer such amount on or before June 30, 2023.

2. Except to the extent to which the same may be defined herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Memorandum of Understanding.

3. This Amendment may be executed in any number of counterparts (including via pdf or other electronic means), each of which shall be an original as regards to any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.

4. In the event any of the terms or provisions of this Amendment conflict in any way with any of the terms or provision of the Memorandum of Understanding, the applicable terms and provision of this Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Memorandum of Understanding shall remain in full force and effect, and the Parties hereby ratify and reconfirm the Memorandum of Understanding, as amended hereby, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no further modification or alteration of the Memorandum of Understanding shall be binding unless evidenced by an agreement in writing signed by the Parties.

[signature page follows]

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

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



**RFP Intent to Award Summary Sheet for the Music City Center**

**RFP:** *Business Center for the Music City Center*

**Selected Vendor:**

*The UPS Store*

**Compensation and Cost:**

Facility Space Rental in the amount of \$500 per month

Commission Percentage of Gross Sales Paid Monthly to MCC

Percentage	Monthly Revenue
3%	\$0-\$5,000.00
10%	\$5,000.01-\$50,000.00
12%	\$50,000.01-100,000.00
14%	greater than \$100,000.00

"Revenue" means total revenues for all sales of goods and services at the business service center, less sales or other taxes and items sold at cost. Unlike some vendors who exclude the sales of items printed off site or exclude the cost of shipping on items sent from a convention center; The UPS store does not include all the sales of any items at the MCC business service center as defined above.

**Term:**

*Three (3) year term*

*With one (1) additional two year options to renew*

**DBE participation:**

**Other Vendors that Submitted Bids:**

N/A