

MINUTES OF THE 42nd MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 42nd meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on July 11, 2013 at 8:00 a.m., in Room 208-AB at the Music City Center, Nashville, Tennessee.

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

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

OTHERS PRESENT: Charles Robert Bone, Rich Riebeling, Charles Starks, Larry Atema, Barbara Solari, Patrick Holcombe, Ryan Johnson, Peter Heidenreich, Roxianne Bethune, Ed Henley, Jasmine Quattlebaum, Terry Clements, Joey Garrison, Eddie VanPelt, Mary Brette Clippard, Bob Lackey, Heidi Runion, and Keith McGee. In addition, other members of the public were present.

The meeting was opened for business by Chairman Marty Dickens who 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.

It was announced that the next scheduled meeting will be on August 8, 2013 at 8:00am.

ACTION: Ken Levitan made a motion to approve the 41st Meeting Minutes of June 6, 2013. The motion was seconded by Leo Waters and approved unanimously by the Authority.

ACTION: Leo Waters made a motion to re-elect Marty Dickens as Chairman, Vonda McDaniel as Vice-Chair, and Mona Lisa Warren as Secretary/Treasurer for the upcoming year. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Rich Riebeling gave an update on plans for the Nashville Convention Center and plans for a RFP/RFQ to develop the exhibit hall space. There was discussion. Mr. Guess sought confirmation that a requirement of the RFP/RFQ would include space for the National Museum of African American Music which Mr. Riebeling confirmed. The RFP/RFQ will be circulated to the CCA prior to its release.

Charles Starks then reported on tax collections. (Attachment #1)

Mr. Starks also reported on June tours and site visits at the Music City Center and there was discussion. (Attachment #1) He also gave an update on the retail space located at Fifth Avenue and Korean Veterans Boulevard. There was discussion.

Ryan Johnson was asked to give a project budget update. (Attachment #1) There was discussion.

Roxianne Bethune then gave a DBE update for the Music City Center and the Omni projects and there was discussion. (Attachment #1)

Patrick Holcombe then gave a report on the Bridgestone Arena, police precinct, and NES substation. (Attachment #1) There was discussion.

Larry Atema discussed the Governor's Environmental Stewardship Award (Attachment #1) and gave a project update. There was discussion.

Charles Robert Bone then discussed the amendment to the escrow agreement and MDHA amended and restated development agreement regarding the Hall of Fame expansion. (Attachment #2 and #3)

ACTION: Leo Waters made a motion to approve the amendment to the escrow agreement and the amendment to MDHA first amended development agreement and authorizing Marty Dickens to execute the amendments and related documents and take any actions necessary or appropriate to formalize those amendments. The motion was seconded by Willie McDonald and approved unanimously by the Authority with Francis Guess and Ken Levitan abstaining.

There was closing discussion regarding the construction of the Omni and Country Music Hall of Fame, parking at the Music City Center, and local events.

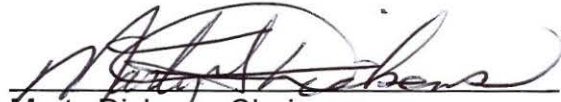
With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 9:11 a.m.

Respectfully submitted,




Charles L. Starks
President & CEO
Convention Center Authority

Approved:



Marty Dickens, Chairman
CCA 42nd Meeting Minutes
of July 11, 2013

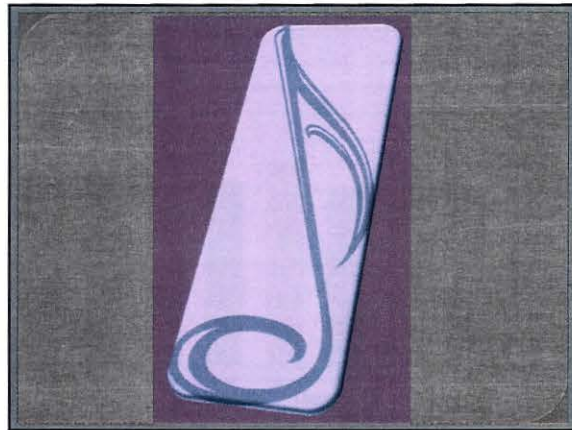
Convention Center Authority



July 11, 2013


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.



HAPPY BIRTHDAY!

Leo Waters- July 24th




MCC/Hotel Tax Collection

As of April 30, 2013

	2/5 of 5% Occupancy Tax	Net 1% Occupancy Tax	\$2 Room Tax	Contracted Vehicle Tax	Rental Vehicle Tax	Total	Variance to FY 11-12
July	\$980,966	\$396,606	\$939,316	\$40,583	\$108,516	\$2,465,887	1.83%
August	\$924,309	\$374,097	\$893,228	\$61,843	\$119,420	\$2,372,897	3.41%
September	\$964,456	\$387,224	\$881,814	\$45,978	\$101,375	\$2,380,847	5.27%
October	\$1,136,710	\$455,942	\$932,880	\$49,425	\$114,161	\$2,689,118	5.06%
November	\$879,214	\$344,876	\$783,439	\$44,467	\$97,305	\$2,149,301	3.40%
December	\$879,425	\$331,370	\$814,836	\$53,836	\$84,357	\$2,163,824	8.99%
January	\$845,553	\$322,200	\$753,127	\$44,521	\$57,748	\$2,023,149	14.29%
February	\$893,970	\$365,182	\$802,834	\$62,783	\$109,157	\$2,233,926	12.15%
March	\$1,183,483	\$481,390	\$988,410	\$55,918	\$105,900	\$2,816,101	3.51%
April	\$1,128,009	\$474,491	\$985,148	\$64,912	\$107,898	\$2,760,458	11.58%
May							
June							
YTD Total	\$9,816,095	\$3,933,278	\$8,775,032	\$524,266	\$1,005,837	\$24,054,508	6.64%

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

MCC/Hotel Tax Collection

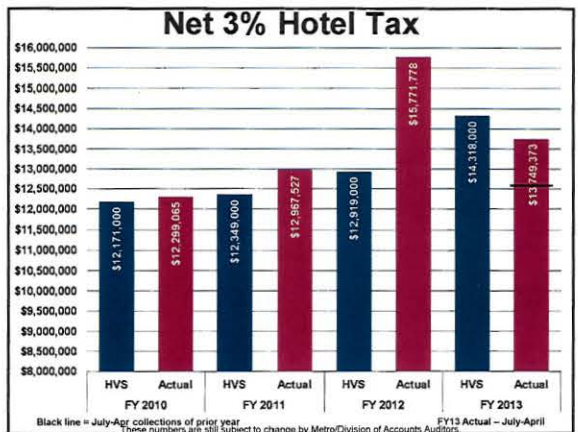
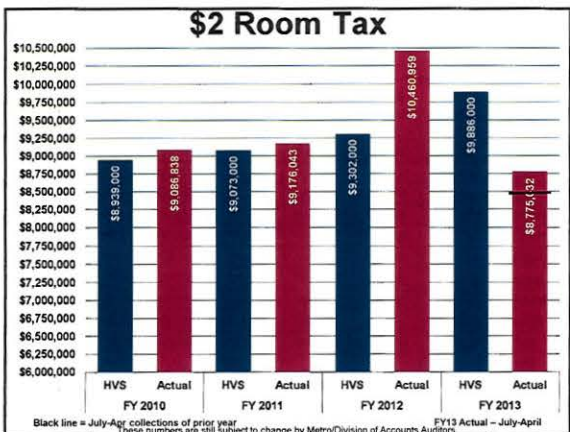
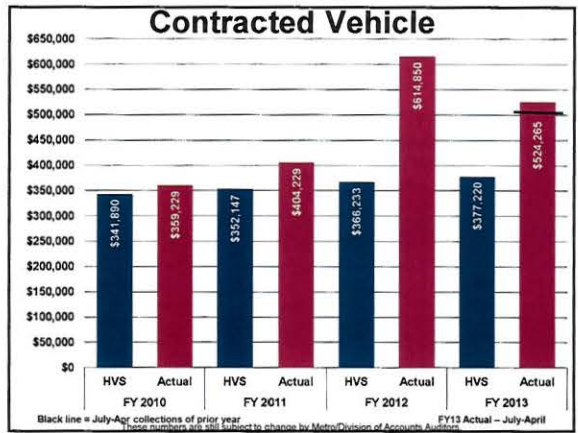
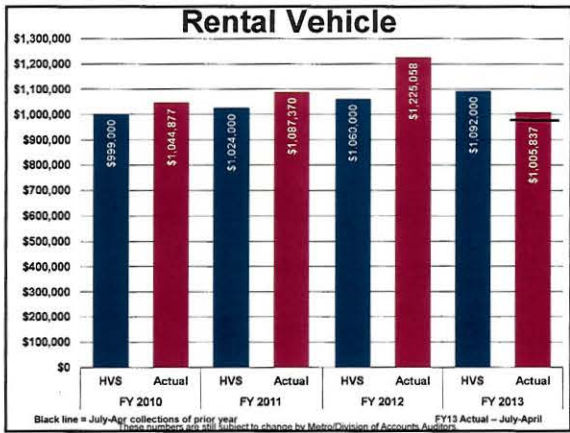
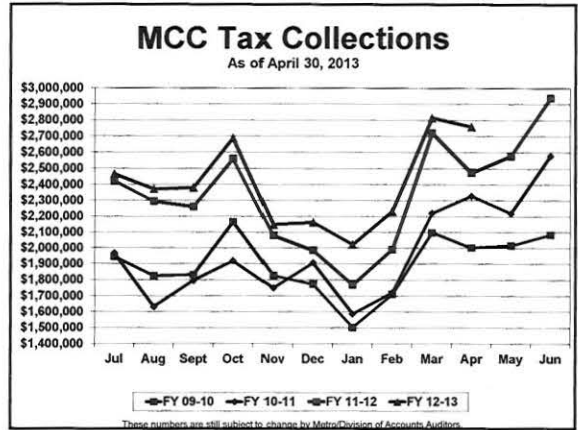
April Total Tax Collections

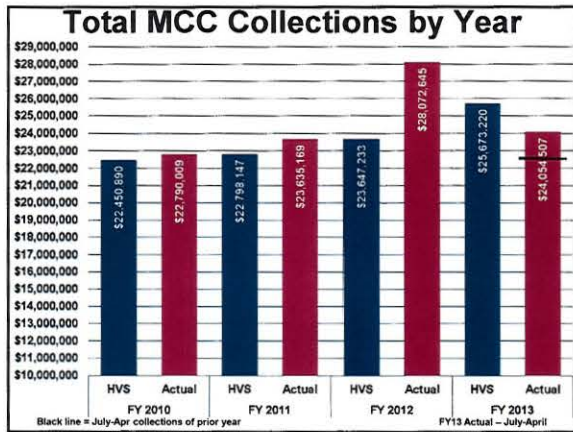
	2012	2013	Variance
5% Occupancy Tax	\$2,526,385	\$2,820,023	11.62%
Gross 1% Occupancy Tax	\$505,277	\$564,005	11.62%
\$2 Room Tax	\$899,764	\$985,148	9.49%
Contracted Vehicle	\$62,244	\$64,912	4.29%
Rental Vehicle	\$105,512	\$107,898	2.26%
\$.50 Room Tax	\$224,944	\$246,287	9.49%
Total Collections	\$4,324,126	\$4,788,273	10.73%
Total YTD Collections	\$39,278,368	\$41,947,315	6.79%

MCC Portion of April Tax Collections

	2012	2013	Variance
2/5 of 5% Occupancy Tax	\$1,010,554	\$1,128,009	11.62%
Net 1% Occupancy Tax	\$395,902	\$474,491	19.85%
\$2 Room Tax	\$899,764	\$985,148	9.49%
Contracted Vehicle	\$62,244	\$64,912	4.29%
Rental Vehicle	\$105,512	\$107,898	2.26%
MCC Collections	\$2,473,976	\$2,760,458	11.58%
MCC YTD Collections	\$22,557,098	\$24,054,508	6.64%

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





June Tours & Site Visits

- 26 Group Tours with over 450 attendees
- 22 Sales Site Visits with estimated attendance for future events of 65,550

Fifth Avenue Retail



MUSIC CITY CENTER BUDGET SUMMARY

As of: June 30th, 2013

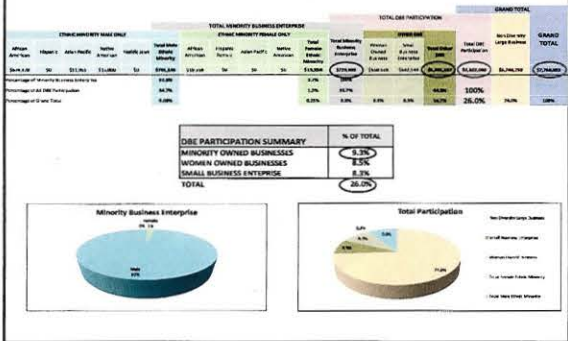
MCC MASTER BUDGET	BUDGET	SPENT TO DATE	COST TO COMPLETE	FORCASTED BUDGET	VARIANCE
BUILDING SITE WORK	63,643,559	63,326,043	420,545	63,748,588	[105,029]
BUILDING STRUCTURE	110,387,114	112,324,883	180,646	112,505,529	[2,118,415]
BUILDING ENCLOSURES	48,808,484	48,343,914	814,447	49,158,361	[449,877]
BUILDING INTERNAL MATERIALS	49,525,130	50,187,439	446,624	50,814,063	[1,308,933]
BUILDING SPECIAL EQUIPMENT	15,576,227	32,842,242	2,735,089	35,627,405	[101,118]
BUILDING MEP	69,326,657	72,381,440	182,017	72,573,457	[1,246,800]
BUILDING SOFT COSTS	37,732,349	37,996,378	649,010	38,645,388	[913,029]
CONSTRUCTION SUBTOTAL	415,000,000	417,704,839	5,438,372	423,143,211	[8,143,211]
OFF-SITE UTILITIES	20,657,757	15,525,689	5,132,068	20,657,757	-
PROJECT CONTINGENCY	15,000,000	-	6,781,789	6,781,789	8,218,211
LAND / UTILISATION RESERVE	34,150,000	73,597,186	3,552,814	77,150,000	[19,000,000]
DESIGN & ENGINEERING	40,759,684	40,573,665	186,019	40,759,684	-
PROJECT MANAGEMENT	10,983,758	8,781,634	2,512,123	10,983,758	-
PROJECT INSURANCE & PROGRAMS	7,994,322	7,778,797	215,524	7,994,322	-
LEGAL, FINANCIAL, CONSULTANTS	2,796,480	2,386,269	408,211	2,796,480	-
MCC ART COLLECTION	2,000,000	1,811,088	263,912	2,075,000	[75,000]
FE&E	11,670,000	7,020,818	4,629,182	11,650,000	-
TOTAL	585,000,000	575,179,986	28,820,014	604,000,000	[19,000,000]

*Note: This variance is covered by surplus revenues as discussed at 2/2/12 meeting.



MUSIC CITY CENTER DBE PARTICIPATION

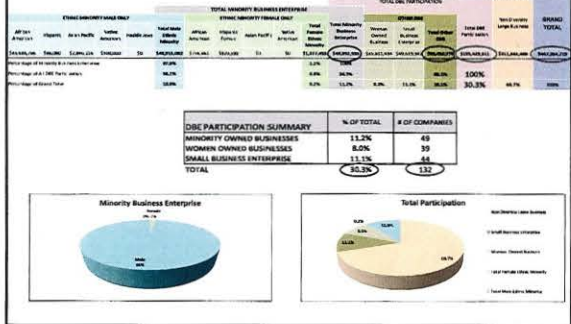
2nd Quarter 2013



MUSIC CITY CENTER DBE PARTICIPATION

PROJECT TO DATE

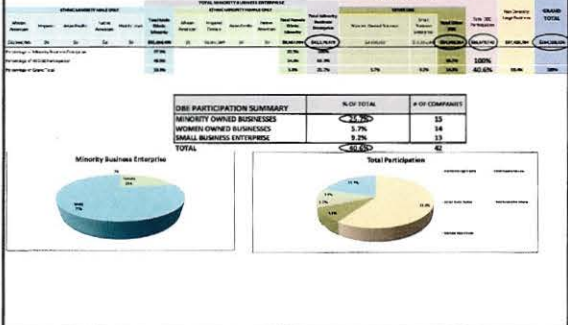
As of 6/30/2013



OMNI HOTEL - NASHVILLE DBE PARTICIPATION

PROJECT TO DATE

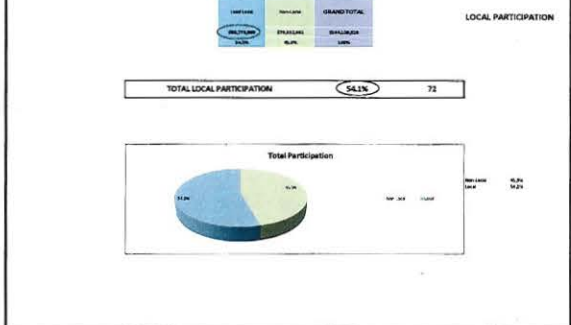
AS OF 05/31/2013

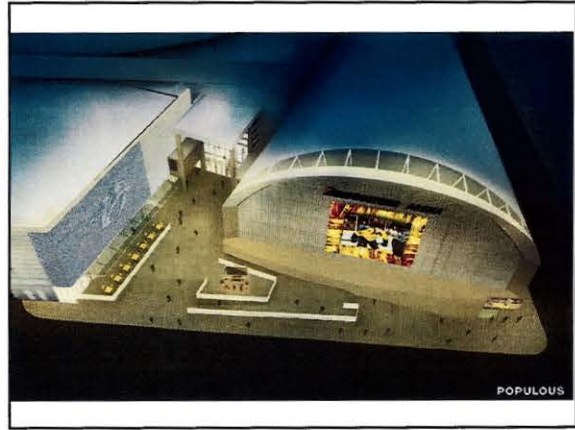


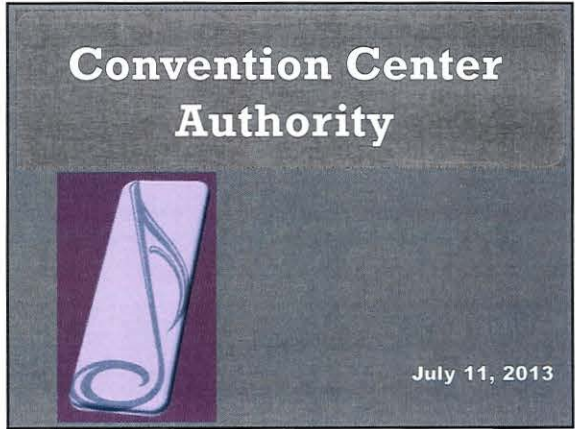
OMNI NASHVILLE HOTEL & CMHF EXPANSION LOCAL PARTICIPATION

PROJECT TO DATE

AS OF 05/31/2013







AMENDMENT TO FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDMENT TO FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (herein this "Amendment") is made and entered into as of the 12th day of July 2013, by and among METROPOLITAN DEVELOPMENT AND HOUSING AGENCY (hereinafter "MDHA"), OMNI NASHVILLE, LLC, a Delaware limited liability corporation (hereinafter "Developer"), and THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Authority").

RECITALS:

WHEREAS, the parties hereto entered into that certain First Amended and Restated Development Agreement dated as of the ___ day of February 2011 (herein the "Development Agreement"); and

WHEREAS, the parties hereto desire to modify and amend the Development Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Additional Funds. By instrument of even date herewith, the Loan and Security Agreement evidencing the TIF Financing has been modified and amended to eliminate a portion of MDHA's mandatory principal prepayment otherwise required to be made on July 1, 2013, the effect of which is to increase funds available to MDHA for use in connection with the Project and the Hall of Fame Expansion Project in the amount of \$1,350,000,000 (hereinafter the "Additional Funds"). Accordingly, the Additional Funds shall be deemed and treated for all purposes as TIF Bond Proceeds under the Development Agreement to be allocated pursuant to, and to be used subject to the limitations and restrictions set forth in, Section 3(a)(iii) of the Development Agreement. MDHA's agreement to make the Additional Funds available to Developer under the Development Agreement shall not create any obligation on the part of MDHA to provide supplemental funding if the TIF Eligible Expenses of the Project and of the Hall of Fame Expansion Project exceed the amount of the TIF Bond Proceeds (as supplemented by the Additional Funds).

2. Other Terms and Provisions.

(a) Defined Terms. Capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Development Agreement.

(b) Ratification. Except as expressly amended hereby, all other terms and provisions of the Development Agreement shall remain unchanged and in full force and effect, and are ratified and confirmed in all respects.

(c) Entire Agreement; Conflict. This Amendment, together with the Development Agreement, constitutes the entire agreement between the parties hereto with respect to the matters stated herein and therein and may not be amended or modified, unless such amendment or modification shall be in writing and signed by the party against whom enforcement is sought. In the event of any conflict between the terms, provisions and covenants of the Development Agreement and this Amendment, the terms, provisions and covenants of this Amendment shall supersede and govern the actions of the parties hereto.

(d) Successors. The terms, covenants and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and the successors and permitted assigns of the parties hereto.

(e) Applicable Law and Venue. The construction and validity of this Amendment shall be governed by the laws of the State of Tennessee. Venue shall be in a court of appropriate jurisdiction in Davidson County, Tennessee or federal court of appropriate venue.

(f) Paragraph Headings. The paragraph headings contained in this Amendment are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

(g) Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

(h) Counterpart Execution. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment as of the date set forth above.

MDHA:

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Name: _____
Title: _____

[Additional Signature Pages Follow]

DEVELOPER:

OMNI NASHVILLE, LLC

By: _____
Name: _____
Title: _____

[Additional Signature Page Follows]

AUTHORITY:

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

By: _____
Name: _____
Title: _____

AMENDMENT TO ESCROW AGREEMENT

THIS AMENDMENT TO ESCROW AGREEMENT (herein this "Amendment") is made and entered into the 12th day of July 2013, by and among OMNI NASHVILLE, LLC, a Delaware limited liability company ("Omni"), THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Authority"), METROPOLITAN DEVELOPMENT AND HOUSING AGENCY ("MDHA") and REGIONS BANK (formerly REGIONS BANK d/b/a REGIONS MORGAN KEEGAN TRUST) ("Escrow Agent").

RECITALS:

WHEREAS, the parties hereto entered into that certain Escrow Agreement dated as of May 16, 2011 (herein the "Escrow Agreement"); and

WHEREAS, the parties hereto desire to modify and amend the Escrow Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Additional Deposit. On or before July 15, 2013, MDHA shall transfer, or shall cause to be transferred, to Escrow Agent the amount of \$1,350,000, such amount to become a part of the Escrowed Funds under the Escrow Agreement, to be held and disbursed in accordance with the terms and provisions of the Escrow Agreement. Such additional deposit shall not create or evidence any obligation of MDHA to make up any shortfall in the Escrowed Funds, it being understood that any shortfall is to be addressed solely between the Authority and Omni in accordance with the CMHOF Development Agreement.

2. Other Terms and Provisions.

(a) Defined Terms. Capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Escrow Agreement.

(b) Ratification. Except as expressly amended hereby, all other terms and provisions of the Escrow Agreement shall remain unchanged and in full force and effect, and are ratified and confirmed in all respects.

(c) Entire Agreement; Conflict. This Amendment, together with the Escrow Agreement, constitutes the entire agreement between the parties hereto with respect to the matters stated herein and therein and may not be amended or modified, unless such amendment or modification shall be in writing and signed by the party against whom enforcement is sought. In the event of any conflict between the terms, provisions and covenants of the Escrow Agreement and this Amendment, the terms, provisions and covenants of this Amendment shall supersede and govern the actions of the parties hereto.

(d) Successors. The terms, covenants and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and the successors and permitted assigns of the parties hereto.

(e) Applicable Law and Venue. The construction and validity of this Amendment shall be governed by the laws of the State of Tennessee. Venue shall be in a court of appropriate jurisdiction in Davidson County, Tennessee or federal court of appropriate venue.

(f) Paragraph Headings. The paragraph headings contained in this Amendment are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

(g) Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

(h) Counterpart Execution. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment as of the date set forth above.

OMNI:

OMNI NASHVILLE, LLC

By: _____
Name: _____
Title: _____

[Additional Signature Pages Follow]

AUTHORITY:

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

By: _____
Name: _____
Title: _____

[Additional Signature Pages Follow]

MDHA:

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Name: _____
Title: _____

[Additional Signature Page Follows]

ESCROW AGENT:

REGIONS BANK (formerly REGIONS BANK
d/b/a REGIONS MORGAN KEEGAN TRUST)

By: _____
Name: _____
Title: _____