

## **MINUTES OF THE 73<sup>rd</sup> MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY**

The 73<sup>rd</sup> Meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on July 13, 2017 at 9:00 a.m. in the Administrative Conference Room of the Administrative Offices at the Music City Center, Nashville, Tennessee.

**AUTHORITY MEMBERS PRESENT:** Marty Dickens, Vonda McDaniel, Willie McDonald, David McMurry, Randy Rayburn and Renata Soto

**AUTHORITY MEMBERS NOT PRESENT:** Irwin Fisher, Randy Goodman, and Leigh Walton

**OTHERS PRESENT:** Charles Starks, Donna Gray, Brian Ivey, Mary Brette Wylly, Nancy Amons, and Jim Garvey

Chair Marty Dickens opened the meeting for business at 9:01 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.

**ACTION:** Vonda McDaniel made a motion to approve the 72<sup>nd</sup> Meeting Minutes of May 9, 2017. Randy Rayburn seconded the motion, which was approved unanimously by the Authority.

The next regularly scheduled meeting is scheduled for August 3, 2017.

Charles Starks shared with the board the requirements of the annual meeting as defined by the bylaws and the requirement to elect officers of the Authority and to conduct such other business as may be properly brought before the meeting and there was discussion.

Charles Starks presented the Amendment to Project Management Services (Attachment #2), and there was discussion.

**ACTION:** Vonda McDaniel made a motion [i] approving an amendment to the Project Management Services Agreement with Commonwealth Development to include administration and coordination of the parking garage being constructed as a part of the Fifth and Broadway development and [ii] authorizing Charles Starks to execute the amendment and take any actions necessary or appropriate to finalize it. The motion was seconded by Willie McDonald, and approved unanimously by the Authority.

Marty Dickens gave an update on the Executive Committee Meeting on July 12, 2017, and there was discussion.

Charles Starks presented the RFP for Temporary Labor Services (Attachment #3), and there was discussion.

**ACTION:** Vonda McDaniel made a motion [i] accepting the recommendation of the evaluation committee and [ii] authorizing Charles Starks to negotiate and execute an agreement with Industrial Staffing of Tennessee for temporary labor services on substantially the same terms as set forth in the RFP and considered this day. Renata Soto seconded the motion, and the Authority approved unanimously.

Charles Starks gave an operations update, and there was discussion.

Charles Starks gave an update on Tax Collections, and there was discussion.

With no additional business, the Authority unanimously moved to adjourn at 10:07 a.m.

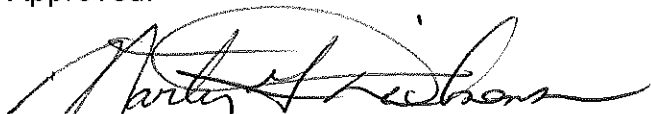
Respectfully submitted,



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Charles L. Starks  
President & CEO  
Convention Center Authority

Approved:



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Marty Dickens, Chair  
CCA 73<sup>rd</sup> Meeting Minutes  
of July 13, 2017

## Convention Center Authority



July 13, 2017



## 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



Larry Atema  
June 25<sup>th</sup>



## Congratulations Willie 68 Years in Banking



Willie McDonald



## Annual Meeting Matters

- Election of FY 17-18 Officers



## Amendment to Project Management Services



## Executive Committee



## Operations Update



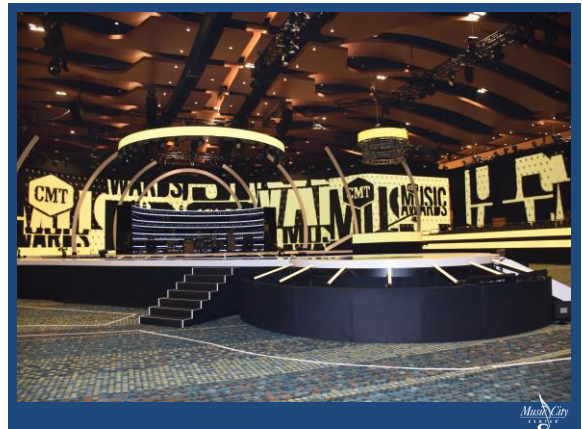
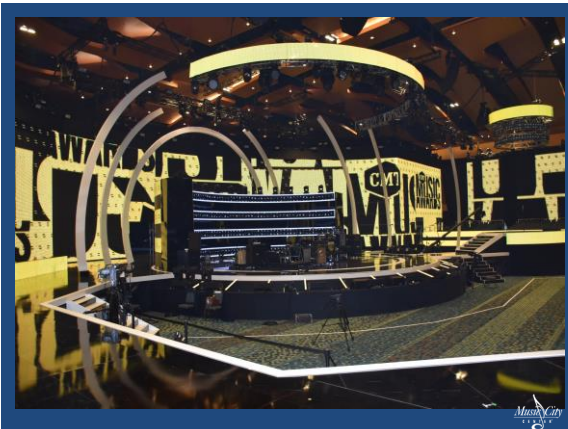
## RFP for Temporary Labor Services



## CMT Awards 2017

A few fun facts regarding the event:

- Approximately 35 trucks of stage, lighting, speakers, seating risers and TV production equipment loaded into the ballroom.
- We hung more weight from the steel in the ballroom than with any other show.
- We utilized the entire power system within the ballroom stage and back hall for the first time ever, that consists of 6-400 amp and 6-200 amp services.
- Largest internet/data order for the system of 425 MB.



### CMA Music Fest Week 2017 vs 2016 Hotel Stats



### CMA Week 2017 vs 2016 Downtown Occupancy

	Wed	Thu	Fri	Sat	Sun	Avg
2017	91.5	92.3	94.2	95.9	92.5	93.3
2016	96.1	95.7	96.8	97.0	90.2	95.2
Variance	<4.6>	<3.4>	<2.6>	<1.1>	2.3	<1.9>



### CMA Week 2017 vs 2016 Downtown Average Rate

	Wed	Thu	Fri	Sat	Sun	Avg
2017	298.14	349.21	363.28	361.52	328.79	340.19
2016	303.30	351.32	353.04	349.63	310.47	333.55
Variance	<5.16>	<2.11>	10.24	11.89	18.32	6.64



### CMA Week 2017 vs 2016 Downtown RevPar

	Wed	Thu	Fri	Sat	Sun	Avg
2017	265.90	304.39	321.15	312.38	304.12	301.59
2016	285.76	344.21	320.83	305.36	280.04	307.24
Variance	<19.86>	<39.82>	.32	7.02	24.08	<5.65>



### CMA Week 2017 vs 2016 City Occupancy

	Wed	Thu	Fri	Sat	Sun	Avg
2017	88.9	88.7	88.4	88.4	81.8	87.2
2016	92.3	91.2	90.8	91.9	80.4	89.3
Variance	<3.4>	<2.5>	<2.4>	<3.5>	1.4	<2.1>



### CMA Week 2017 vs 2016 City Average Rate

	Wed	Thu	Fri	Sat	Sun	Avg
2017	176.18	194.15	199.70	199.41	183.76	190.64
2016	175.12	192.99	193.88	191.74	173.03	185.35
Variance	1.06	1.16	5.82	7.67	10.73	5.29



### CMA Week 2017 vs 2016 City RevPar

	Wed	Thu	Fri	Sat	Sun	Avg
2017	156.70	172.28	176.61	176.27	150.32	166.44
2016	161.71	175.08	175.91	176.09	139.19	165.60
Variance	<5.01>	<2.80>	.70	.18	11.13	.84



## Tax Collections



### MCC/HOTEL TAX COLLECTION

Collections Thru April 2017

	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 15-16
July	\$1,847,920	\$792,661	\$1,210,579	\$131,291	\$144,778	\$2,205,965	\$6,333,193	19.11%
August	\$1,720,791	\$761,538	\$1,157,888	\$137,780	\$141,582	\$1,609,885	\$5,529,464	13.76%
September	\$1,775,780	\$781,068	\$1,127,450	\$158,112	\$146,460	\$728,874	\$4,717,745	-7.57%
October	\$1,938,401	\$833,490	\$1,149,688	\$74,982	\$148,399	\$1,634,074	\$5,779,033	-6.84%
November	\$1,777,307	\$820,042	\$1,117,132	\$228,456	\$123,048	\$2,292,364	\$6,358,349	37.99%
December	\$1,274,424	\$508,928	\$913,625	\$108,138	\$111,735	\$516,307	\$3,433,157	-8.01%
January	\$1,117,123	\$473,570	\$827,220	\$111,566	\$95,008	\$1,983,754	\$4,608,242	17.98%
February	\$1,754,474	\$778,119	\$1,106,592	\$60,506	\$98,782	\$1,291,812	\$5,190,284	10.37%
March	\$2,097,869	\$933,447	\$1,257,741	\$173,016	\$125,925	\$763,396	\$5,351,394	-9.03%
April	\$2,108,375	\$948,812	\$1,222,663	\$157,316	\$133,460	\$2,678,463	\$7,249,090	24.23%
May	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
June	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
YTD Total	\$17,412,463	\$7,631,676	\$11,090,578	\$1,341,163	\$1,269,177	\$15,804,893	\$54,549,951	17.48%



### MCC/HOTEL TAX COLLECTION

#### MCC Portion of April 2017 Tourism Tax Collections

	FY 2016	FY 2017	Variance
2/5 of 5% Occupancy Tax	\$1,931,336	\$2,108,375	9.17%
Net 1% Occupancy Tax	\$844,233	\$948,812	12.39%
\$2 Room Tax	\$1,193,340	\$1,222,663	2.46%
Contracted Vehicle	\$126,084	\$157,316	24.79%
Rental Vehicle	\$134,074	\$133,460	-0.46%
Campus Sales Tax	\$1,606,283	\$2,678,463	66.75%
TD2 Sales Tax Increment	\$0	\$0	0.00%
<b>Total Tax Collections</b>	<b>\$5,835,229</b>	<b>\$7,249,090</b>	<b>24.23%</b>

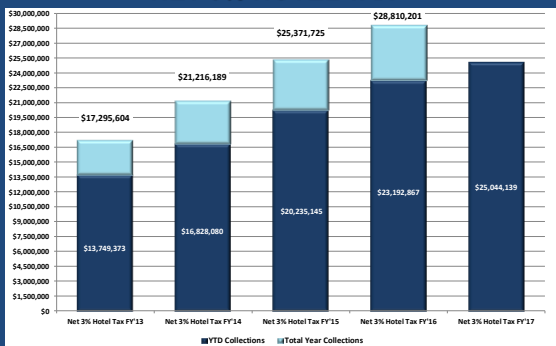
#### MCC Portion of Year-to-Date FY2017 Tourism Tax Collections

	FY 2016	FY 2017	Variance
2/5 of 5% Occupancy Tax	\$16,209,441	\$17,412,463	7.42%
Net 1% Occupancy Tax	\$6,983,425	\$7,631,676	9.28%
\$2 Room Tax	\$10,881,981	\$11,090,578	1.92%
Contracted Vehicle	\$908,497	\$1,341,163	47.62%
Rental Vehicle	\$1,275,739	\$1,269,177	-0.51%
Campus Sales Tax	\$13,892,361	\$15,804,894	13.77%
TD2 Sales Tax Increment	\$15,669,415	\$22,778,163	45.37%
<b>Total YTD Tax Collections</b>	<b>\$65,820,859</b>	<b>\$77,328,113</b>	<b>17.48%</b>

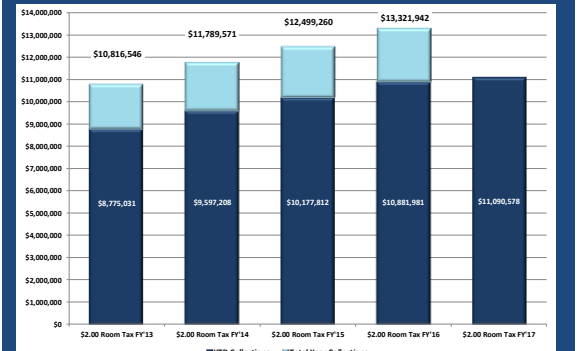
All numbers subject to change by CCA Auditors

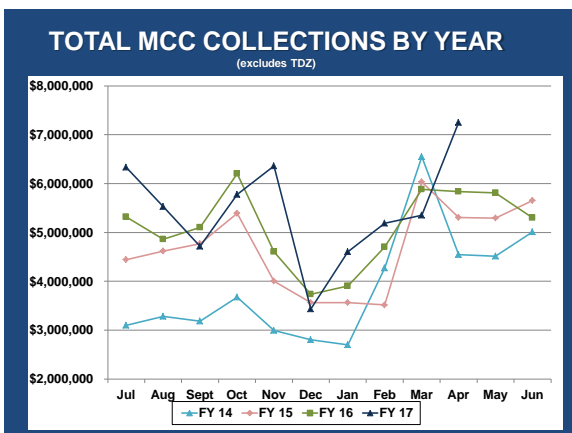
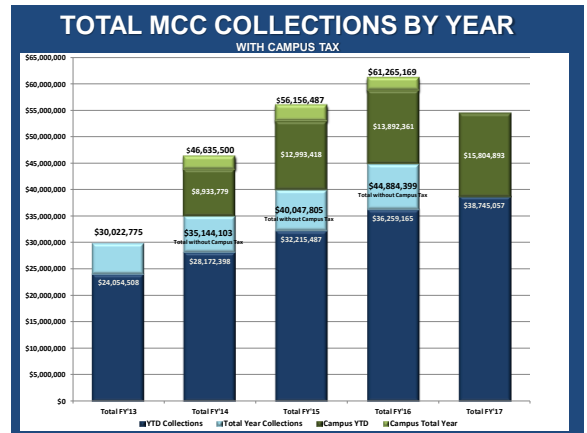
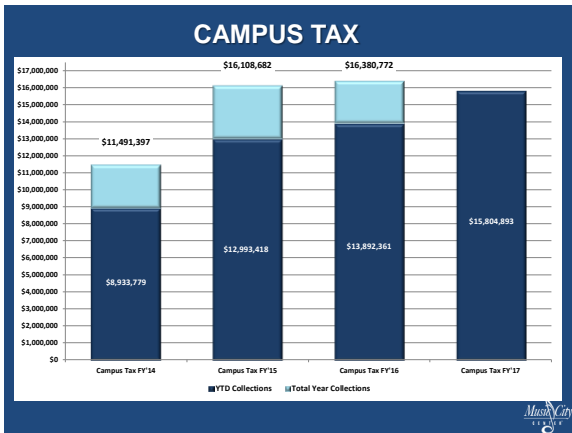
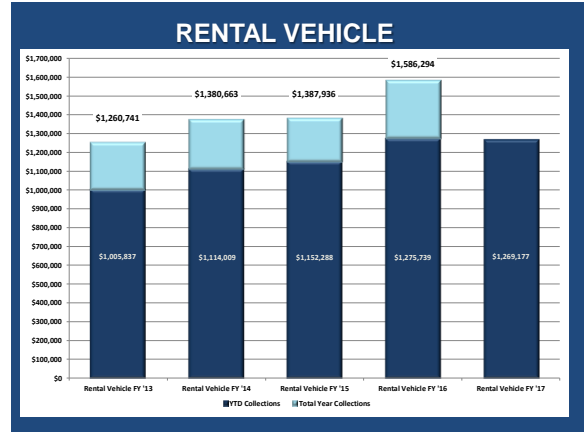
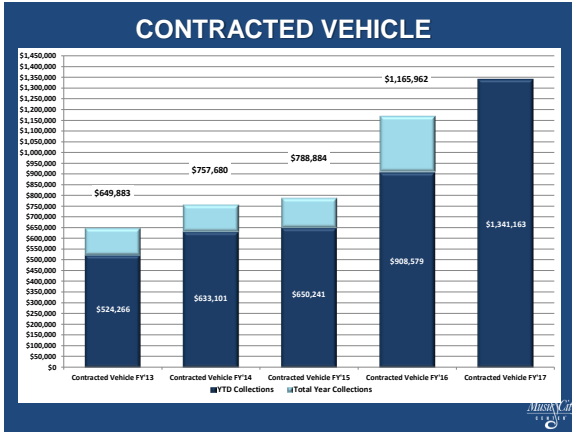


### NET 3% HOTEL TAX



### \$2 ROOM TAX





### MAY EVENTS

- > 17 Events
- > 30,792 Attendees
- > 17,229 Room Nights
- > \$27,673,751 Economic Impact

### JUNE EVENTS

- > 20 Events
- > 108,629 Attendees
- > 102,279 Room Nights
- > \$72,687,086 Economic Impact

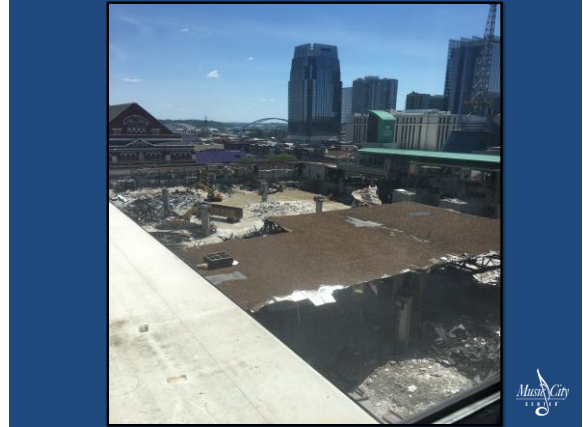


**MAY TOURS & SITE VISITS**

- 13 Sales Site Visits
- 4 Group tours with 57 attendees

**JUNE TOURS & SITE VISITS**

- 15 Sales Site Visits
- 5 Group tours with 23 attendees



**Convention Center Authority**



July 13, 2017





**AMENDMENT NO. 1**  
**TO THE PROJECT MANAGEMENT SERVICES AGREEMENT BETWEEN**  
**THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN**  
**GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND**  
**COMMONWEALTH DEVELOPMENT GROUP, INC.**

This First Amendment to the Project Management Services Agreement (this “Amendment”), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017, is by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the “Convention Center Authority”) and **COMMONWEALTH DEVELOPMENT GROUP, INC.** (“Contractor”), a corporation doing business under the laws of Tennessee.

WITNESSETH:

**WHEREAS**, pursuant to Request for Qualifications #438483, Contractor was awarded a contract, as of March 19, 2014, to serve as Owners Representative on large capital projects for various departments with the Metropolitan Government of Nashville and Davidson County (Contract Purchase Agreement 338266 (attached as Exhibit A to the Agreement, as defined herein), including the amendments thereto, the “Metro Contract”);

**WHEREAS**, the Convention Center Authority constructed, owns and operates the Music City Center located at 201 5<sup>th</sup> Avenue South, Nashville, Tennessee, 37203;

**WHEREAS**, pursuant to its procurement policy, the Convention Center Authority is authorized to purchase supplies, equipment and services under the provisions of contracts or price agreements entered into by other local governments and determined that was is in its best interests that Contractor, pursuant to the Metro Contract, provide certain project management services for the Music City Center and, as a result, the parties entered the Project Management Services Agreement (the “Agreement”) on or about \_\_\_\_\_, 2014;

**WHEREAS**, the Metropolitan Council of Metro Nashville approved that certain Redevelopment Agreement between Metro Nashville, the Convention Center Authority and OliverMcMillan Spectrum Emery (the “Developer”) whereby the Authority agreed, pursuant to a Development Agreement for the Parking Garage for Nashville Convention Center Redevelopment (the “Development Agreement”) to construct, develop and own certain parking facilities on the property of the former Nashville Convention Center located at 5<sup>th</sup> Avenue South and Broadway (the “Authority Garage”);

**WHEREAS**, the Development Agreement provided [i] that in order to maximize efficiencies in the development and construction of the Authority Garage and to better assure a coordinated and timely execution of the overall redevelopment, Developer shall coordinate and manage the development, design and construction of the Authority Garage; and [ii] that the Developer shall reimburse the Convention Center Authority in an amount not to exceed \$325,000.00 for certain project management services incurred by the Convention Center Authority regarding the development of the Authority Garage; and

## Attachment #2

**WHEREAS**, the Convention Center Authority and Contractor desire and intend that the Agreement be hereby modified and amended in accordance with the terms of this Amendment to include the project management services for the development of the Authority Garage.

In consideration of the duties, covenants and obligations of the other hereunder and under the Agreement, and for other good and valuable consideration, the Convention Center Authority and Contractor hereby agree as follows:

1. DEFINED TERMS. 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 Agreement.

2. DUTIES AND RESPONSIBILITIES. The Contractor, pursuant to the Metro Contract, agrees to also provide project management services for the development of the Authority Garage.

3. COMPENSATION. The Contractor shall be paid as invoiced for the services provided pursuant to the Agreement, as set forth on Exhibit B to the Metro Contract and within the rates authorized therein and in accordance with the Development Agreement, which shall be reimbursed by the Developer. There will be no other charges or fees for the performance of this Agreement. The Convention Center Authority shall make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days.

4. RATIFICATION; FULL FORCE AND EFFECT; ENTIRE AGREEMENT. In the event any of the terms or provisions of this Amendment conflict in any way with any of the terms or provisions of the Agreement, the applicable terms and provisions of this Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Agreement shall remain in full force and effect. The Agreement, 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 Agreement in any respect shall be binding unless evidenced by an agreement in writing signed by the Convention Center Authority and Contractor.

5. EXECUTION IN COUNTERPARTS. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (.pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).

*[The remainder of this page has been left black. Signature page(s) follow.]*

Attachment #2

IN WITNESS WHEREOF, the Convention Center Authority and Contractor hereby execute this Amendment on the first date set forth above, to be effective as of the first day written above.

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

BY: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH DEVELOPMENT  
GROUP, INC

BY: \_\_\_\_\_

Print: Larry A. Atema

Title: President and CEO

Sworn to and subscribed to before me, a

Notary Public, this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_,

the \_\_\_\_\_  
of Contractor and duly authorized to execute  
this instrument on Contractor's behalf.

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_



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

RFP: *Temporary Labor Services for the Music City Center*

**Selected Vendor:**

*Industrial Staffing of Tennessee*

**Compensation and Cost:**

	<i>Year1</i>	<i>Year2</i>	<i>Year3</i>	<i>Year4</i>	<i>Year 5</i>
Housekeeping Personnel	\$ 13.30	\$ 13.40	\$ 13.50	\$ 13.60	\$ 13.85
Housekeeping Supervisors	\$ 16.80	\$ 16.80	\$ 16.80	\$ 16.80	\$ 16.80

**Term:**

*Three (3) year term*

*With two (2) one year options to renew*

**DBE participation:**

*Industrial Staffing is 100% Woman-Owned Business*

**Other Vendors that Submitted Bids:**

Trojan Labor