MINUTES OF THE 79th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 79th Meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on July 12, 2018 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, Irwin Fisher, Randy Goodman, Vonda McDaniel, Willie McDonald, Randy Rayburn, Renata Soto, and Leigh Walton

AUTHORITY MEMBERS NOT PRESENT: David McMurry

OTHERS PRESENT: Charles Starks, Donna Gray, Brian Ivey, Jasmine Quattlebaum, Heidi Runion, Mary Brette Wylly, Natasha Blackshear, and Joey Garrison

Chair Marty Dickens opened the meeting for business at 9:00 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 78th Meeting Minutes of May 3, 2018. The motion was seconded by Leigh Walton and approved unanimously by the Authority.

The next regularly scheduled meeting is scheduled for August 2, 2018.

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 (Attachment #1) and there was discussion.

ACTION: Randy Rayburn made a motion that, pursuant to Article IV of the bylaws, Marty Dickens be elected as Chair, Vonda McDaniel as Vice-Chair, and Willie McDonald as
Secretary and Treasurer. The motion was seconded by Leigh Walton, and approved unanimously by the Authority.

Charles Starks discussed the Consideration of Land Acquisition – 719 4th Avenue South (Attachments #1 and #2) and there was discussion.

**ACTION:** Leigh Walton made a motion approving the resolution to purchase property at 719 4th Avenue South whereby (a) the Authority is authorized to purchase real property municipally known as Map/Parcel number 093-15-0-004.00, consisting of approximately 0.45 acres, in Nashville, Davidson County, Tennessee from John and Michelle Doulis for $3,850,000, pursuant to the terms of that certain Real Estate Purchase Agreement, dated May 31, 2018 and as amended on June 29, 2018, and considered this day with such Agreement (as Amended) being ratified (b) upon his acceptance of the property’s Phase I, survey and other due diligence materials, Charles Starks is authorized in the name of and for the account of the Authority and on such terms and conditions as set forth in the contract, to sign, execute and endorse all documents necessary to consummate the transaction contemplated by the contract, and (c) the payment of expenses, fees and disbursements incurred in connection with the purchase of the property is approved and authorized. The motion was seconded by Willie McDonald, and approved unanimously by the Authority.

Charles Starks gave an Operations Update and there was discussion.

Charles Starks presented the Amendment Centerplate Contract (Attachments #1 and #3) and there was discussion.

**ACTION:** Randy Rayburn made a motion [i] approving an amendment to the Food and Beverage Operations and Service Agreement with Volume Services, Inc. d/b/a Centerplate to allow for direct contracting with and billing to the Authority and [ii] authorizing Charles Starks to execute the amendment and take any actions necessary or appropriate to finalize it. The motion was seconded by Randy Goodman, and approved unanimously by the Authority.

Charles Starks discussed the Francis Guess Luncheon (Attachment #1) and there was discussion.

**ACTION:** Vonda McDaniel made a motion approving the extension of the sponsorship of the Community Foundation Francis S. Guess Bridge to Equality Luncheon for an additional three years. The motion was seconded by Willie McDonald, and approved unanimously by the Authority.
Charles Starks and Jasmine Quattlebaum gave a DBE update (Attachment #1) and there was discussion.

Charles Starks gave a Tax Collections update (Attachment #1) and there was discussion.

With no additional business, the Authority unanimously moved to adjourn at 9:58 a.m.

Respectfully submitted,

Charles L. Starks
President & CEO
Convention Center Authority

Approved:

Marty Dickens, Chair
CCA 79th Meeting Minutes
of July 12, 2018
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.

Annual Meeting Matters

- Election of FY 18-19 Officers

Consideration of Land Acquisition

719 4th Avenue South

Operations Update
Amendment Centerplate Contract

Francis Guess Luncheon

DBE Update

FY18 3rd Quarter Reports

LMG FY18 3rd Quarter DBE Participation Summary

<table>
<thead>
<tr>
<th>DBE PARTICIPATION SUMMARY: FY18 Goal 20%</th>
<th>% OF TOTAL</th>
<th># OF COMPANIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINORITY OWNED BUSINESSES</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>WOMEN OWNED BUSINESSES</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>SMALL BUSINESS ENTERPRISE</td>
<td>21.17%</td>
<td>2</td>
</tr>
<tr>
<td>TOTAL</td>
<td>21.17%</td>
<td>2</td>
</tr>
</tbody>
</table>

Total Participation: 21.17%

DBE PARTICIPATION DOLLARS SPENT:

<table>
<thead>
<tr>
<th>DBE Classification</th>
<th>DBE Dollars Spent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethnic Minority Male</td>
<td>$0 (0%)</td>
</tr>
<tr>
<td>African American Owned</td>
<td>$0 (0%)</td>
</tr>
<tr>
<td>Ethnic Minority Female</td>
<td>$0 (0%)</td>
</tr>
<tr>
<td>African American Owned</td>
<td>$0 (0%)</td>
</tr>
<tr>
<td>Total Minority Business Enterprise</td>
<td>$0 (0%)</td>
</tr>
<tr>
<td>Total Woman Owned</td>
<td>$0 (0%)</td>
</tr>
<tr>
<td>Total Small Business</td>
<td>$94,712 (21.17%)</td>
</tr>
<tr>
<td>Total DBE Participation</td>
<td>$94,712 (21.17%)</td>
</tr>
<tr>
<td>Total Non Diversity Business</td>
<td>$352,639 (78.83%)</td>
</tr>
</tbody>
</table>
**LMG FY18 YTD**
**DBE Participation Summary**
as of 3/31/2018

- **Total Participation**
  - Non Diversity Large Business: 0.0%
  - Small Business Enterprise: 71.40%
  - Woman Owned Business: 28.60%
  - Total Female Ethnic Minority: 0.0%
  - Total Male Ethnic Minority: 0.0%

**DBE PARTICIPATION SUMMARY: FY18 Goal 20%**

<table>
<thead>
<tr>
<th></th>
<th>% of Total</th>
<th># of Companies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Owned Businesses</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Women Owned Businesses</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Small Business Enterprise</td>
<td>28.60%</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>28.60%</td>
<td>2</td>
</tr>
</tbody>
</table>

**LMG FY18 YTD**
**DBE Participation Dollars Spent**
as of 3/31/2018

- **DBE Classification**
  - Ethnic Minority Male
    - African American Owned: $0 (0%)
  - Ethnic Minority Female
    - African American Owned: $0 (0%)
  - Total Minority Business Enterprise: $0 (0%)
  - Total Woman Owned: $0 (0%)
  - Total Small Business: $405,347 (28.60%)

- **Total DBE Participation**
  - $405,347 (28.60%)
  - Total Non Diversity Business: $1,012,032 (71.40%)

---

**Centerplate FY18 3rd Quarter**
**DBE Participation Summary**

- **Total Participation**
  - Non Diversity Large Business: 27.84%
  - Small Business Enterprise: 3.54%
  - Woman Owned Business: 3.00%
  - Total Female Ethnic Minority: 3.54%
  - Total Male Ethnic Minority: 27.84%

**DBE PARTICIPATION SUMMARY: FY18 Goal 25%**

<table>
<thead>
<tr>
<th></th>
<th>% of Total</th>
<th># of Companies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Owned Businesses</td>
<td>2.55%</td>
<td>4</td>
</tr>
<tr>
<td>Women Owned Businesses</td>
<td>27.84%</td>
<td>7</td>
</tr>
<tr>
<td>Small Business Enterprise</td>
<td>3.54%</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>33.94%</td>
<td>13</td>
</tr>
</tbody>
</table>

**Centerplate FY18 3rd Quarter**
**DBE Participation Dollars Spent**

- **DBE Classification**
  - Ethnic Minority Male
    - African American Owned: $36,682 (2.55%)
  - Ethnic Minority Female
    - African American Owned: $0 (0%)
  - Total Minority Business Enterprise: $36,682 (2.55%)
  - Total Woman Owned: $400,524 (27.84%)
  - Total Small Business: $50,982 (3.54%)

- **Total DBE Participation**
  - $488,188 (33.94%)
  - Total Non Diversity Business: $950,221 (66.06%)

---

**Centerplate FY18 YTD**
**DBE Participation Summary**
as of 3/31/2018

- **Total Participation**
  - Non Diversity Large Business: 1.49%
  - Small Business Enterprise: 1.25%
  - Woman Owned Business: 29.87%
  - Total Female Ethnic Minority: 3.42%
  - Total Male Ethnic Minority: 63.97%

**DBE PARTICIPATION SUMMARY: FY18 Goal 25%**

<table>
<thead>
<tr>
<th></th>
<th>% of Total</th>
<th># of Companies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Owned Businesses</td>
<td>3.34%</td>
<td>4</td>
</tr>
<tr>
<td>Women Owned Businesses</td>
<td>29.87%</td>
<td>7</td>
</tr>
<tr>
<td>Small Business Enterprise</td>
<td>3.42%</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>36.63%</td>
<td>13</td>
</tr>
</tbody>
</table>

**Centerplate FY18 YTD**
**DBE Participation Dollars Spent**

- **DBE Classification**
  - Ethnic Minority Male
    - African American Owned: $64,341 (1.85%)
  - Ethnic Minority Female
    - African American Owned: $51,925 (1.49%)
  - Total Minority Business Enterprise: $116,266 (3.34%)
  - Total Woman Owned: $1,038,396 (29.87%)
  - Total Small Business: $118,847 (3.42%)

- **Total DBE Participation**
  - $1,273,510 (36.63%)
  - Total Non Diversity Business: $2,202,933 (63.37%)
**Music City Center FY18 3rd Quarter DBE Participation Summary**

**DBE Classification**
- Ethnic Minority Male
  - African American Owned: $117,836 (4.25%)
- Ethnic Minority Female
  - African American Owned: $6,000 (0.22%)
- Total Minority Business Enterprise: $123,836 (4.47%)
- Total Woman Owned: $313,781 (11.33%)
- Total Small Business: $427,951 (15.45%)
- Total DBE Participation: $865,568 (31.25%)
- Total Non Diversity Business: $1,904,484 (68.75%)

**Music City Center FY18 3rd Quarter DBE Participation Dollars Spent**

<table>
<thead>
<tr>
<th>DBE Classification</th>
<th>DBE Dollars Spent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethnic Minority Male</td>
<td>$117,836 (4.25%)</td>
</tr>
<tr>
<td>Ethnic Minority Female</td>
<td>$6,000 (0.22%)</td>
</tr>
<tr>
<td>Total Minority Business Enterprise</td>
<td>$123,836 (4.47%)</td>
</tr>
<tr>
<td>Total Woman Owned</td>
<td>$313,781 (11.33%)</td>
</tr>
<tr>
<td>Total Small Business</td>
<td>$427,951 (15.45%)</td>
</tr>
<tr>
<td>Total DBE Participation</td>
<td>$865,568 (31.25%)</td>
</tr>
<tr>
<td>Total Non Diversity Business</td>
<td>$1,904,484 (68.75%)</td>
</tr>
</tbody>
</table>

**OMNI 2018 Local Participation**

<table>
<thead>
<tr>
<th>COMMITMENT TO LOCAL HIRING</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUS/FT (Total): 200</td>
<td>473</td>
<td>450</td>
<td>455</td>
<td>452</td>
<td>441</td>
<td>449</td>
<td>446</td>
<td>444</td>
<td>442</td>
<td>440</td>
<td>438</td>
<td>436</td>
</tr>
<tr>
<td>BUS/FT (Total) Residents of Nashville Metropolitan Statistical Area: 200</td>
<td>221</td>
<td>215</td>
<td>221</td>
<td>218</td>
<td>214</td>
<td>218</td>
<td>216</td>
<td>213</td>
<td>211</td>
<td>209</td>
<td>207</td>
<td>205</td>
</tr>
<tr>
<td>BUS/FT (Total) Residents of Davidson County Total: 200</td>
<td>252</td>
<td>245</td>
<td>251</td>
<td>248</td>
<td>244</td>
<td>248</td>
<td>246</td>
<td>243</td>
<td>241</td>
<td>239</td>
<td>237</td>
<td>235</td>
</tr>
</tbody>
</table>

**OMNI 2018 DBE Participation**

<table>
<thead>
<tr>
<th>DBE HAPPENINGS</th>
<th>May 23, 2018</th>
<th>Proposal 101 WORKSHOP</th>
<th>PTAC</th>
<th>LEAP</th>
<th>GBA</th>
<th>DBE</th>
<th>OMNI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total DBE Participation</td>
<td>$1,927,689 (33.63%)</td>
<td>$1,904,484 (66.37%)</td>
<td>$3,804,047 (66.37%)</td>
<td>$1,927,689 (33.63%)</td>
<td>$1,904,484 (66.37%)</td>
<td>$3,804,047 (66.37%)</td>
<td>$1,927,689 (33.63%)</td>
</tr>
</tbody>
</table>

**DBE HAPPENINGS**

May 23, 2018

Proposal 101 WORKSHOP
**Convention Center Authority**

**7/12/2018**

**Attachment #1**

---

**Rental Vehicle**

- FY '14: $1,114,009
- FY '15: $1,152,288
- FY '16: $1,275,739
- FY '17: $1,269,177
- FY '18: $1,392,697

---

**Contracted Vehicle**

- FY '14: $266,655
- FY '15: $235,648
- FY '16: $310,554
- FY '17: $311,326
- FY '18: $0

---

**Campus Tax**

- FY '14: $8,933,779
- FY '15: $12,993,418
- FY '16: $13,892,361
- FY '17: $15,804,893
- FY '18: $15,744,545

---

**TOTAL MCC COLLECTIONS BY YEAR**

- FY '14: $28,172,398
- FY '15: $32,215,487
- FY '16: $36,259,165
- FY '17: $38,744,841
- FY '18: $44,578,232

---

**MAY EVENTS**

- 19 Events
- 64,456 Attendees
- 30,108 Room Nights
- $48,652,181 Economic Impact

---

**MAY TOURS & SITE VISITS**

- 3 Group tours with 132 Attendees
- 9 Sales Site Visits
**JUNE EVENTS**
- 18 Events
- 82,455 Attendees
- 104,650 Room Nights
- $74,961,171 Economic Impact

**JUNE TOURS & SITE VISITS**
- 5 Group tours with 29 Attendees
- 6 Sales Site Visits
SECOND AMENDMENT TO FOOD AND BEVERAGE OPERATIONS AND SERVICES AGREEMENT BETWEEN THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND VOLUME SERVICES, INC. d/b/a CENTERPLATE

This Second Amendment ("Amendment"), effective as of the ____ day of ________, 2018 ("Effective Date"), is by and between THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Convention Center Authority") and VOLUME SERVICES, INC. d/b/a CENTERPLATE ("Contractor"), a Delaware corporation registered to do business under the laws of Tennessee. (The Convention Center Authority and the Contractor are collectively referred to herein as the "Parties").

WITNESSETH

WHEREAS, as a result Request for Proposal #12.609 ("RFP"), the Convention Center Authority and Contracted entered into the Food and Beverage Operations and Services Agreement dated on or about December 26, 2012 ("Agreement") wherein Contractor provides food and beverage service provider to the Music City Center;

WHEREAS, the Parties entered into the First Amendment to the Agreement on or about December 27, 2017 to extend the term of the Agreement;

WHEREAS, Contractor is the exclusive provider of food and beverage services for all conventions, conferences, trade shows and other events held at the Music City Center. As a part of providing services under the Agreement, Contractor enters into a separate contract with the Music City Center’s customers for catered events and invoices such customers directly for the food and beverage services provided;

WHEREAS, the Parties desire and intend that the Agreement be further modified and amended, in accordance with the terms of this Amendment, to permit the Convention Center Authority to enter into an agreement with its customers (licensees) that would also include a contract for food and beverage services for the convenience of the customer (licensee), which would result in a single contract with, and single payment by the customer (licensee) to, the Convention Center Authority; and

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

1. **Direct Customer/Licensee Contract.** Notwithstanding any term or provision of the Agreement to the contrary, the Convention Center Authority may, from time to time, choose to enter into license agreements with licensees that would not only authorize the licensee to use certain areas of the Music City Center, but would also obligate the licensee to purchase food and beverage services to be provided by Contractor with invoicing and collections to be performed by the Convention Center Authority, pursuant to a form of license agreement to be agreed to by the Parties. Under those circumstances, the Convention Center Authority will coordinate banquet event orders, food and beverage service estimates, and other appropriate logistical considerations so that Contractor provides the same level of quality food and beverage service delivery at the
same cost and expense, including credit card fees, that it currently provides to customers in accordance with the Agreement. As a result, and under those direct contracting circumstances, the Convention Center Authority shall be the Contractor’s customer in accordance with the Agreement and [i] agrees to forward all deposits for food and beverage services to Contractor within ten (10) business days of receipt; [ii] agrees that all invoices tendered by Contractor will be paid within thirty (30) days of the date the invoice is received regardless of the financial arrangements made between the Convention Center Authority and its licensee; and [iii] assumes all financial liability for food and beverage services charges, even if the licensee defaults on payments to the Convention Center Authority.

2. **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, including for additional services, shall be binding unless evidenced by an agreement in writing signed by the Parties.

3. **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 intentionally left blank. Signatures appear on the next page.]
THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

BY: ________________________________

Print: ________________________________

Title: ________________________________

CONTRACTOR

BY: ________________________________

Print: ________________________________

Title: ________________________________

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

{01735070.2}