DRAFT MINUTES: Subject to change prior to approval by Authority or Committee at its next regular meeting

MINUTES OF THE 138th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 138th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on September 4, 2025 at 9:00 a.m. in the Administrative Conference Room of the Administrative Offices at the Music City Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Robert Davidson, Alfred Degrafinreid II, Tracy Hardin, *Tre Hargett, Barrett Hobbs, Reese Davis (Designee for David Lillard), Vonda McDaniel, Jennifer Pfeiffer (Designee for Jason Mumpower), and Dee Patel

AUTHORITY MEMBERS NOT PRESENT: Norah Buikstra, Seema Prasad, and Betsy Wills

OTHERS PRESENT: Charles Starks, Heather Jensen, Barbara Solari, Heidi Runion, Brian Ivey, Kelli Donahoe, Diana Alarcon, Dylan Harkreader, Robin Rieck, Kristin Wilson, and Hadley Hitson

Chair Barrett Hobbs opened the meeting for business at 9:07 a.m. and stated that a quorum was present.

ACTION: Appeal of Decisions from the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County – Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed if and to the extent applicable to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.

Chair Hobbs announced the next regularly scheduled meeting will be Thursday, October 2, 2025 at 9:00 a.m.

Mr. Hobbs read the Mission Statement of the Music City Center. (Attachment #1)

There were no public comment requests received for this meeting. (Attachment #1)

ACTION: Alfred Degrafinreid made a motion to approve the 137th Meeting Minutes of August 7, 2025. The motion was seconded by Tracy Hardin and approved unanimously by the Authority.

Charles Starks was then asked by Chair Hobbs to introduce Diana Alarcon with NDOT. Ms. Alarcon provided an update on the Raptor Bollards (Attachment #1) that had been decided on for downtown. This style bollard stays close to ground level and rolls in and out. She noted they will need a box for the controllers which they will plan to wrap, and they will come back later for suggestions on the wrap.

Ms. Alarcon shared that they plan to start installation of the bollards at Fifth Avenue and Broadway on November 17, 2025. Those roads will be closed for three weeks but will open for the weekends. It is a nine-week project, so completion is estimated for January 15, 2026. Broadway and Fifth Avenue will be a pilot location for the bollards.

Diana Alarcon then gave an update on the lighting project. (Attachment #1) She said they are working with NES and have ordered the products. They will all be LED and will take about nine months to complete once all the materials arrive. The different styles will match the different areas throughout the city.

Lastly, she shared the hubNashville portal noting it is the best place to report issues or request services. Tre Hargett asked how many contacts they receive through that portal per month. She said she would find out and provide that information.

Tracy Hardin asked if the raptor style bollards are as effective as retractable ones. Ms. Alarcon said that New York has had them for a year and a half and haven't had any issues. Robert Davidson followed up asking if they have the same ability to stop large weight vehicles. Ms. Alarcon said they do, and Charles Starks noted this style has the same effect as the retractable bollards around the MCC.

Alfred Degrafinreid asked if the choice to match the lights in each area is because they already have certain designs in certain areas. Ms. Alarcon said they did a pilot for the lights and that's how they got the top three selections. When the materials arrive, they will begin installation with a priority around the MCC. Barrett Hobbs asked when the materials are expected to arrive. Ms. Alarcon said in 6-8 weeks. He then asked what area would be next after the MCC. She responded that all of downtown, based around activities. Currently only about 40% has been completed. Mr. Hobbs mentioned some corridors of concern including Third Avenue and Ms. Alarcon said they would work with the vendor to prioritize Third.

Mr. Hobbs asked how the bollards are driven. Ms. Alarcon said they are electric, and OEM can access the box remotely if needed. Mr. Hobbs asked who can repair the motors. She said their team will be trained unless it is a larger issue and then the vendor will come out; however, they are local.

Dee Patel asked how long the pilot period would be. Ms. Alarcon said one year to go through all the seasons. However, they have already done some preliminary work for other bollard locations.

Ms. Patel then inquired about how NDOT is tracking these costs. Diana Alarcon said they would not spend all the money that was allocated, and they would have better projections after construction.

Chair Hobbs asked if they are making long range plans to cover more of the downtown area with the bollards. Ms. Alarcon said they currently have three sets of solid meridians and those will be used to help expand the footprint of downtown. She said they coordinate with the police department depending on what needs they indicate.

Kristin Wilson noted that the \$2.6 million has covered the design and pilot, but won't cover everything, so they will need to come back and ask for additional funds.

Kristin Wilson then provided an unaudited report of the FY25 spending for public safety and special events. (Attachment #2) She then discussed the reason for needing an update to the MOU for FY 2026 that was previously approved by the CCA. She noted that the original MOU broke out overtime and equipment for the police department, but they would like to combine the funds to allow flexibility between overtime and equipment spending. She said last year \$700,000 was spent on equipment. The total amounts are the same as the original MOU and they will still report quarterly. There was also a zero inadvertently missing from the fire department amount in the original MOU. There was discussion. (Attachment #3 and #4)

Robert Davidson asked if Ms. Wilson had heard from the Titans or Predators about contributing to these funds and she said she had not. There was additional discussion.

ACTION: Robert Davidson made a motion to amend the fiscal year 2025-2026 Memorandum of Understanding between the Metropolitan Government of Nashville and Davidson County and The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County by amending Section 1 as follows:

Section 1. Allocation. For purposes of this Agreement, "Entertainment District" shall mean the Tourism Development Zone and the Nissan Stadium Campus. 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 2026 the sum of Twenty Million Eight Hundred Twenty-Three and Eight Hundred Dollars (\$20,823,800), 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 and Fire in the Entertainment District, as follows:

- \$15,923,800 for Metro Nashville Police Department
- \$4,900,000 for Nashville Fire Department

The motion was seconded by Vonda McDaniel and approved unanimously by the Authority.

Charles Starks gave an Operations update. He reviewed monthly statistics including hotel data and tax collections (Attachment #1), and there was discussion.

*Denotes departure of Tre Hargett @ 9:57a.m.

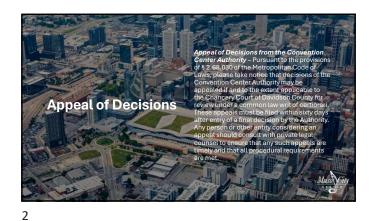
Mr. Starks announced that Kelli Donahoe would be the new Chief Sales Officer upon Brian Ivey's retirement.

Mr. Starks also gave an update on the carpet that had been ordered and noted due to the tariffs, we would not have a total cost to provide the board until the final shipment arrives in the U.S. He said we may try to get the final order of carpet in advance and store it, but would bring that to the CCA for approval. There was discussion.

With no additional business, the Authority unanimously moved to adjourn at 10:02 a.m.

	Respectfully submitted,
	Charles L. Starks President & CEO Convention Center Authority
Approved:	
Barrett Hobbs, Chair CCA 138 th Meeting Minutes of September 4, 2025	_







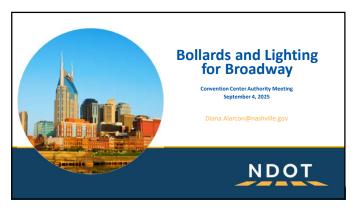










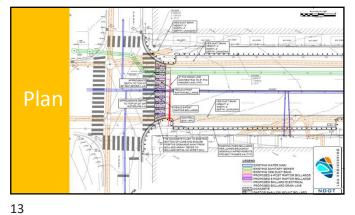




9 10

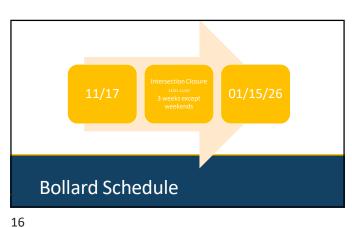








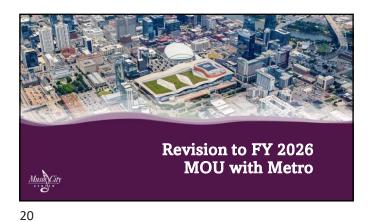




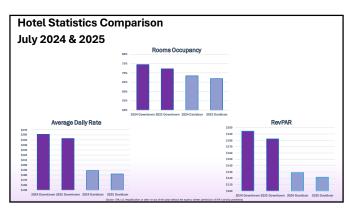


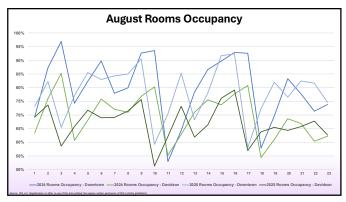


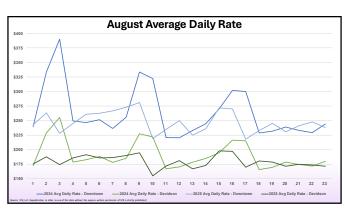


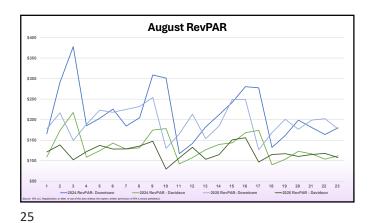














Tourism Tax Collections

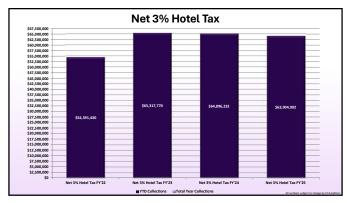
27

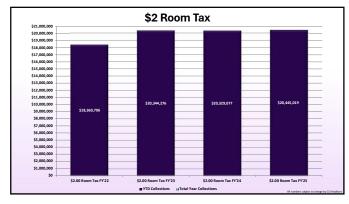
Musik City

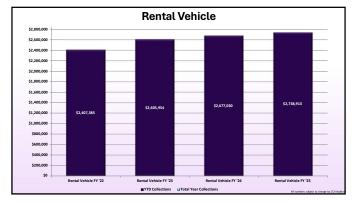
28

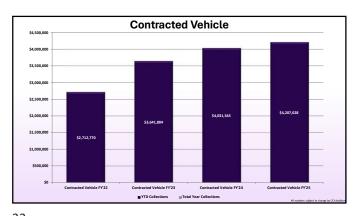
		_		(excludes TDZ)				
	2/5 of 5% Occupancy Tax	Net 1% Occupancy Tax	\$2 Room Tax	Contracted Vehicle Tax	Rental Vehicle Tax	Campus Tax	Total	Variance to FY 24-25
July	\$3,550,745	\$1,588,630	\$1,721,646	\$355,794	\$258,113	\$1,762,862	\$9,237,790	-16.00%
August	\$3,726,401	\$1,683,301	\$1,803,233	\$354,172	\$244,400	\$1,676,548	\$9,488,055	4.98%
September	\$4,176,543	\$1,897,886	\$1,833,788	\$400,302	\$241,655	\$2,142,864	\$10,693,039	5.01%
October	\$4,701,031	\$2,149,786	\$1,957,023	\$162,458	\$276,180	\$2,535,404	\$11,781,882	4.40%
November	\$3,205,279	\$1,417,767	\$1,558,388	\$112,254	\$212,746	\$1,672,946	\$8,179,379	0.52%
December	\$2,543,303	\$1,065,371	\$1,353,477	\$293,598	\$187,217	\$1,122,665	\$6,565,629	-0.19%
January	\$2,654,027	\$1,199,809	\$1,349,615	\$94,246	\$152,027	\$1,881,519	\$7,331,243	2.71%
February	\$3,036,108	\$1,363,508	\$1,478,788	\$932,146	\$159,467	\$1,897,975	\$8,867,993	4.78%
March	\$4,128,906	\$1,837,917	\$1,860,192	\$349,672	\$215,873	\$2,180,732	\$10,573,292	5.20%
April	\$3,917,720	\$1,764,868	\$1,756,130	\$381,208	\$235,749	\$2,238,389	\$10,294,064	-3.45%
May	\$4,400,304	\$2,022,238	\$1,921,755	\$377,790	\$269,228	\$2,282,323	\$11,273,637	4.22%
June	\$4,039,506	\$1,833,949	\$1,850,984	\$393,388	\$286,258	\$1,955,865	\$10,359,951	-0.08%
YTD Total	\$44,079,874	\$19,825,028	\$20,445,019	\$4,207,028	\$2,738,913	\$23,350,092	\$114.645,954	0.82%

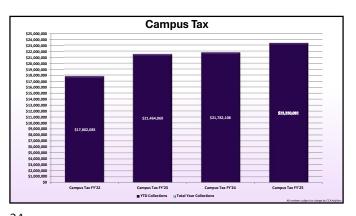
MCC Portion of June	2025 Tourism	Tax Collecti	ons	
	FY2023	FY2024	FY2025	Variance
2/5 of 5% Occupancy Tax	\$4,036,052	\$4,206,636	\$4,039,506	-3.97%
Net 1% Occupancy Tax	\$1,865,064	\$1,906,522	\$1,833,949	-3.81%
\$2 Room Tax	\$1,774,338	\$1,840,843	\$1,850,984	0.55%
Contracted Vehicle	\$545,652	\$369,351	\$393,388	6.51%
Rental Vehicle	\$254,058	\$244,367	\$286,258	17.14%
Campus Sales Tax	\$1,897,269	\$1,800,284	\$1,955,865	8.64%
TDZ Sales Tax Increment	\$0	\$0	\$0	0.00%
Total Tax Collections	\$10,372,433	\$10,368,002	\$10,359,951	-0.08%
MCC Portion of Year-		Control of the last of the las		22. 2
	FY2023	FY2024	FY2025	Variance
2/5 of 5% Occupancy Tax	FY2023 \$44,814,574	FY2024 \$44,749,991	FY2025 \$44,079,874	-1.50%
2/5 of 5% Occupancy Tax Net 1% Occupancy Tax	FY2023 \$44,814,574 \$20,503,197	FY2024 \$44,749,991 \$20,146,241	FY2025 \$44,079,874 \$19,825,028	-1.50% -1.59%
2/5 of 5% Occupancy Tax Net 1% Occupancy Tax \$2 Room Tax	FY2023 \$44,814,574 \$20,503,197 \$20,344,276	FY2024 \$44,749,991 \$20,146,241 \$20,329,078	FY2025 \$44,079,874 \$19,825,028 \$20,445,019	-1.50% -1.59% 0.57%
2/5 of 5% Occupancy Tax Net 1% Occupancy Tax \$2 Room Tax Contracted Vehicle	FY2023 \$44,814,574 \$20,503,197 \$20,344,276 \$3,641,884	FY2024 \$44,749,991 \$20,146,241 \$20,329,078 \$4,031,345	FY2025 \$44,079,874 \$19,825,028 \$20,445,019 \$4,207,028	-1.50% -1.59% 0.57% 4.36%
2/5 of 5% Occupancy Tax Net 1% Occupancy Tax \$2 Room Tax Contracted Vehicle Rental Vehicle	FY2023 \$44,814,574 \$20,503,197 \$20,344,276 \$3,641,884 \$2,605,954	FY2024 \$44,749,991 \$20,146,241 \$20,329,078 \$4,031,345 \$2,677,030	FY2025 \$44,079,874 \$19,825,028 \$20,445,019 \$4,207,028 \$2,738,913	-1.50% -1.59% 0.57% 4.36% 2.31%
2/5 of 5% Occupancy Tax Net 1% Occupancy Tax \$2 Room Tax Contracted Vehicle Rental Vehicle Campus Sales Tax	FY2023 \$44,814,574 \$20,503,197 \$20,344,276 \$3,641,884 \$2,605,954 \$21,464,069	FY2024 \$44,749,991 \$20,146,241 \$20,329,078 \$4,031,345 \$2,677,030 \$21,782,108	FY2025 \$44,079,874 \$19,825,028 \$20,445,019 \$4,207,028 \$2,738,913 \$23,350,092	-1.50% -1.59% 0.57% 4.36% 2.31% 7.20%
2/5 of 5% Occupancy Tax Net 1% Occupancy Tax \$2 Room Tax Contracted Vehicle Rental Vehicle	FY2023 \$44,814,574 \$20,503,197 \$20,344,276 \$3,641,884 \$2,605,954	FY2024 \$44,749,991 \$20,146,241 \$20,329,078 \$4,031,345 \$2,677,030 \$21,782,108 \$95,865,807	FY2025 \$44,079,874 \$19,825,028 \$20,445,019 \$4,207,028 \$2,738,913	-1.50% -1.59% 0.57% 4.36% 2.31%



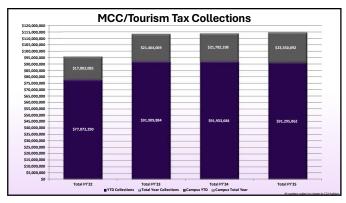


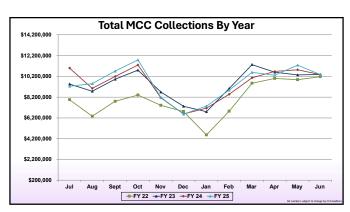






33 34









Public Safety & Special Events – FY25 funding report-out 12 mos. as of June 30, 2025 - unaudited

Metro Nashville Police Department

Funding is used for overtime and one-time expenses associated with the Entertainment District Initiative, which provides expanded security resources to the Central Precinct, and downtown Special Events (which include Nissan Stadium).

The total MNPD FY25 SE and EDI SPF Budget of \$13,600,000 was fully expended through FY25 year-end.

Below you will find our Entertainment District Initiative and Special Events associated statistical data/metrics for FY25 through December 31, 2024. These are crime statistics that are related to the initiatives specifically:

UCR Part I Incidents			
Category	Part I Victims 07/01/24 - 12/31/24	Part I Victims 01/01/25 - 06/30/25	Total for FY25
Homicide	0	0	0
Rape	8	14	22
Robbery	33	28	61
Aggravated Assault	109	90	199
Burglary	15	13	28
Larceny	666	495	1,161
Motor Vehicle Theft	33	43	76
Total	864	683	1,547
Adult Arrests			
Arrest Level	Adult Arrests 07/01/24 - 12/31/24	Adult Arrests 01/01/25 - 06/30/25	Total for FY25
Felony	126	138	264
Misdemeanor	592	581	1,173
Misdemeanor Citation	164	184	348
Total	882	903	1,785

Motor Vehicle Stops			
Result of Stop	Motor Vehicle Stops	Motor Vehicle Stops	Total for FY25
Nesalt of Stop	07/01/24 - 12/31/24	01/01/25 - 06/30/25	10111011123
Driver Arrested	29	65	94
Driver Cited	287	377	664
Driver Warned	366	710	1,076
Total	682	1,152	1,834

*Data pulled 03/06/25 *Data pulled 08/25/25 *Data pulled 08/25/25

Description	FY25 Expenses 07/01/25 Through 12/31/24	FY25 Expenses 01/01/25 Through 06/30/25	FY25 Total Expenses
OT and Fringe	5,883,949	6,975,135	12,859,084
Non-Salary	0	740,916	740,916
Total Budget*	5,883,949	7,716,051	13,600,000
Total OT Hours	87,814	103,324	191,138
		* Total Budget has been fully expen	ded through the FY25 YE

Non-Salary equipment purchased:

Item Purchased	Quantity	Cost		Purpose / Use Case
2025 Sundowner Gooseneck Horse Trailer	1	\$	86,491.04	Increase inventory and ability to deploy Mounted during special events and/or community events inside the Entertainment District.
Armored Rescue Bearcat Refurbishment	1	\$	169,373.13	Update and repair equipment utilized by SWAT during special events inside the Entertainment District.
Utility Task Vehicles (UTVs)	6	\$	188,246.16	Increase the inventory of equipment utilized for all special events and to support the Entertainment District Unit.
ARCHER 1200 BARRIERS	9	\$	71,805.63	Increase the inventory of Meridian Barriers, Rapid Gates utilized for special events and to support the Entertainment District Unit.
2025 Chevy Silverado x3 Crew Cab Pickup Truck	3	\$	225,000.00	Increase inventory of vehicles utilized to deploy Meridian and Delta Barriers, Rapid Gates, UTVs and police marine vehicles.
Total Equipment & Supplies		\$	740,915.96	

Metro Nashville Fire Department

The Nashville Fire Department (NFD) provides a comprehensive response to special events and needs within the Entertainment District. The efforts for FY25 were funded with an allocation of \$2,320,000 for overtime and fringe, primarily to ensure proper staffing and operations during high-traffic times, especially on weekends. All Convention Center Authority funds were expended by January 2025.

The NFD's focus on overtime staffing, specialized med carts, fire suppression resources, and hazardous materials responses ensures public safety during the high-energy environment of the Entertainment District.

By December 31, 2024, NFD utilized a total of 27,080.5 overtime hours, amounting to \$1,987,071.83 in costs, primarily for First Responders and Fire Inspectors. NFD exhausted its Convention Center Funding for FY25 mid-fiscal year in responding to requests from district stakeholders to increase engagement and coverage, as well as rising overall demand. For the remaining months, the initiative was reduced (during the winter) and/or supplemented with General Funds (during the spring/early summer). In FY25 with all funding sources (Convention Center Authority + General Fund), NFD utilized a total of 39,062.25 overtime hours, amounting to \$3,229,441.60 in costs, primarily for First Responders and Fire Inspectors,

Emergency Medical Services (EMS) Operations

- Med Carts: NFD Operated 3 Med Carts staffed with 1 Paramedic and 1 AEMT on overtime. The carts are designed to navigate the dense downtown area and provide immediate medical care as well as keep large apparatus from having to navigate traffic congestion and disrupt traffic flow in the downtown district. These crews responded to 1,919 medical calls. This is an increase of 47% from the previous year.
- Medical Call Transports: NFD Operated 3 Med Units staffed with 1 Paramedic and 1 AEMT on overtime. These ambulances allow for a faster response time for transport, and they allow the standard city ambulances to remain available. NFD transported 1,260 patients while utilizing med units dedicated to the Entertainment District. This is an increase of 55% from the previous year.

Fire Operations Division

NFD's Fire Operations Division played a crucial role in incident management and safety:

- **Fire Carts:** NFD Operated 4 Fire Carts staffed with 2 personnel on each cart, and one District Chief. Two of the carts are staffed with special operations capable personnel. The carts are designed to navigate the dense downtown area and provide immediate response to emergencies in the Entertainment District and to aid in keeping larger apparatus out of the downtown footprint (unless needed), to assist with traffic congestion and to not disrupt normal traffic flow. Fire Carts responded to 2,000 calls for service during this time frame. This is a 56% increase from call responses from the previous fiscal year.
- **EDU Staff:** Entertainment District staff documented 2,336 positive encounters with the general public. This is to ensure a positive presence is maintained with the public in the downtown Entertainment District.

Special Operations Division

Special Operations collaborates with the Fire and EMS Divisions to address more complex incidents, offering expertise in:

- Hazmat response (chemical/radiological monitoring)
- Rescue operations (high/low angle, vehicle extrication, water rescue)
- Specialized equipment for various hazardous conditions, including UTVs and boats.

Fire Marshal's Office

The Fire Marshal's Office ensures fire and life safety in the district, including compliance with fire codes and crowd management. The efforts focus on a variety of activities:

- Inspections: From life safety and fire suppression systems to new construction and pyrotechnic displays.
- Citations & Education: Issued 181 citations and conducted 59 crowd management education sessions.

The Fire Marshal's Office also provided critical inspections for:

- Special Events: Ensuring safety during large gatherings.
- Beer Board/License Compliance: Performing inspections related to alcohol-related
- permits and licenses
- Citations Issued: 181
- Court/Deposition/Disposition: 178
- EDI Assemblies Education: 59 sessions
- Inspections: 326 for Life Safety, 299 for New Construction, 131 for Fire
- Alarm/Suppression Systems, and others

Metro Nashville Department of Emergency Communications

The Department of Emergency Communications (DEC) received \$65,500 in Fiscal Year 2025 for overtime restricted to Special Events in the CBID (Central Business District) footprint. DEC strategically staffs these special events with radio dispatch personnel to provide the communication component to our public safety partners operating within the entertainment district.

Through November 30, 2024, DEC utilized radio dispatchers for Special Events in the Entertainment District totaling 1,084 overtime hours totaling \$66,506.65. However, DEC only allocated cost to align with the budgeted funding amount of \$65,500. As special events happen, providing the communication component also continued, additional cost continued to be incurred over the remainder of the fiscal year. Those additional cost did not receive funding from the Convention Center Authority but are noted below for awareness of total FY2025 cost. Going forward, in FY26, the Metro General Fund will cover the cost of staffing and all related supplies/equipment for DEC related to the TDZ.

A schedule of cost by month is listed below:

Month	Hours	Labor Cost
July	268.77	\$ 17,173.87
August	243.58	\$ 14,979.42
September	226.38	\$ 13,818.10
October	202.30	\$ 12,286.87
November	142.82	\$ 8,272.95
December	135.87	\$ 8,200.76
January	171.77	\$ 10,087.85
February	137.75	\$ 8,634.68
March	177.08	\$ 10,701.91
April	354.02	\$ 21,221.33
May	186.25	\$ 11,506.39
June	137.70	\$ 8,400.49
Total	2384.3	\$145,284.63

CCA Funding Exhuasted

Budget \$ 65,500.00

Additional Cost not funded by CCA \$ (79,784.63)

A summary of the cost by event is listed below:

Summary of Event Cost					
	Special	FY25			
Event Type	Type Purpose A				
	Fund	Cost			
Bridgestone Arena	\$ 20,270.54	\$ 50,644.74			
Entertainment District Initiatives (Mass Traffic)	\$ 30,492.91	\$ 78,707.79			
Various CBID footprint events	\$ 14,736.55	\$ 15,932.10			
Total	\$ 65,500.00	\$ 145,284.63			

Note: Depending on the event, event size, and scope, there could be a significant amount of overlap between the categories listed above. For example: Independence Day (July 4th) celebration could have cost that fall within multiple categories.

Beer Board

The Beer Board received an allotment of \$116K to cover OT costs of Beer Board inspectors taking part in Entertainment District Initiatives and Special Events.

Of the \$116,000 allotted for FY25, the Beer Board used \$87,000 on OT.

The Beer Board is expending the balance on purchasing additional equipment and supplies for Safe Bar and NARCAN initiatives, as well as a gator for two recently hired Nightlife inspectors to travel within the TDZ footprint.

Going forward, in FY26, the Metro General Fund will cover the cost of staffing and all related supplies/equipment for the Beer Board related to the TDZ.

Davidson County Sheriff's Office

Davidson County Sheriff's Office (DCSO) received \$580,800 in Fiscal Year 2025 for overtime associated with operating the Mobile Booking Unit serving downtown and the Entertainment District. DCSO staffs the Mobile Booking unit with officers and functions to provide booking in a central, onsite location. This greatly assists with MNPD officer utilization, as police officers are able to turn over arrestees to the unit for expedited processing, rather than transporting arrestees to the Downtown Detention Center. This unit allows officers to spend more time policing, rather than in downtown booking.

Throughout Fiscal Year 2025, the Mobile Booking Unit processed 1,990 arrestees in the downtown area, saving MNPD officers thousands of hours transporting to the Downtown Detention Center for processing. The Unit is operational Wednesday through Saturday, 4:30 PM to 2 AM, as well as any additional hours as needed for special events or upon request from MNPD.

As of June 30, 2025, DCSO has expended all \$580,800 in overtime associated with the operation of the Mobile Booking Unit servicing the Downtown Entertainment District.

Going forward, in FY26, the Metro General Fund will cover the cost of staffing and all related supplies/equipment for DEC related to the TDZ.

NDOT

Safety and Events OT and one-time equipment

NDOT was allocated \$290,000 for overtime and needs associated with safety and special events in the CBID. This overtime can include set-up and break-down of bike racks and other equipment to manage crowds, emergency support as needed from MNPD or MNFD for the right-of-way, and additional enforcement as needed for the right-of-way.

Through June 2025, NDOT expended \$53,431 through 999.40 overtime hours. Set-up of meridian barriers by NDOT, planned downtown events such as New Year's Eve and CMA Fest as well as enforcement activities are included in this total.

NDOT is expending the balance on purchasing additional equipment and supplies for use in the TDZ footprint, to include (1) a compact lane sweeper / trailer and (2) offsetting the meridian barrier purchase from the bollard funding below, to allow additional funds for bollards.

Going forward, in FY26, the Metro General Fund will cover the cost of staffing and all related supplies/equipment for NDOT related to the TDZ.

Barriers and Retractable Bollard Design

NDOT received \$2.5M for meridian barriers and design phases / initial construction for retractable bollards. Note that written communications to CCA upon proposal included the comments that after design phases completed, NDOT would return to the total anticipated costs.

See further updates in 9/4/2025 Presentation to the Convention Center Authority Board.

Downtown Lighting Improvements

The majority (more than 50%) of the retrofit have been completed in the downtown core. All non-decorative standard fixtures are replaced but remaining are the decorative type fixtures.

Over this past spring, NES and Metro partners completed the selection for the decorative fixtures for the LED lighting network retrofit downtown. This process involved collaboration with a diverse group of stakeholders, including the Downtown Partnership, to select and pilot decorative LED light fixtures to replace the current high-pressure sodium fixtures. NES is now moving to install the retrofit for the downtown light decorative standards with an estimated deployment timeframe starting in 6 to 8 weeks, upon receipt of the ordered materials. The current NES plan is to use 2 crews to minimize the disruption of traffic downtown. We are prioritizing the decorative fixtures in the proximity of the convention center, so those will be completed first. They are estimating 40+ weeks (9.2 months) to complete the decorative retrofit with this amount of resources designated. This would put overall completion at next July. This could be accelerated, but it would require more traffic disruptions.

See further updates in 9/4/2025 Presentation to the Convention Center Authority Board.

An amendment to the fiscal year 2025-2026 Memorandum of Understanding between the Metropolitan Government of Nashville and Davidson County and The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County by amending Section 1 as follows:

Section 1. Allocation. For purposes of this Agreement, "Entertainment District" shall mean the Tourism Development Zone and the Nissan Stadium Campus. 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 2026 the sum of Twenty Million Eight Hundred Twenty-Three and Eight Hundred Dollars (\$20,823,800), 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 and Fire in the Entertainment District, as follows

- \$15,923,800 for Metro Nashville Police Department
- \$4,900,000 for Nashville Fire Department

Rationale:

Funding was provided to the Convention Center Authority Board as requested and with an estimated breakout between overtime/fringe and supplies/equipment. But these are estimates, and have been in recent past MOUs listed as an aggregate allocation at the department line item, consistent with Metropolitan Government operating budget allocations. The MOU this year was instead drafted to break out overtime/fringe and supplies/equipment for MNPD. While it's still likely MNPD will deliver at estimated value, and is committed to reporting these separately as provided in the spring meeting, we'd like both departments to have the same budgetary flexibility they have had in past MOUs and within the Metro Government.

Further, there was a typo in the Nashville Fire Department allocation (it was missing a final 0), so this corrects that error.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is made and entered into as of the \(\frac{1}{5} \rightarrow \) day of \(\frac{100}{200} \), 2025 (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. For purposes of this Agreement, "Entertainment District" shall mean the Tourism Development Zone and the Nissan Stadium Campus. 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 2026 the sum of Twenty Million Eight Hundred Twenty-Three and Eight Hundred Dollars (\$20,823,800), 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 and Fire in the Entertainment District, as follows:
 - \$15,623,600 for Metro Nashville Police Department overtime and fringe benefits
 - \$300,200 for law enforcement supplies and equipment
 - \$4,900,00 for Nashville Fire Department overtime and fringe benefits

The Authority agrees to transfer this amount to the Metropolitan Government in four equal quarterly installments, beginning with one payment on or before July 1, 2025. The Authority will not approve and pay subsequent payments until the Metropolitan Government provides a detailed

written report of the expenditure of funds from the prior quarter in the form attached hereto as Exhibit A and reasonably acceptable to the Authority.

- 2. <u>Term.</u> 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. <u>Default.</u> 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. <u>Severability</u>. 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. <u>Governing Law and Venue.</u> 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. <u>Headings.</u> 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. <u>Maintenance of Records</u>. 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

Attachment #4
Convention Center Authority Meeting
09/04/2025

from the date of the payment. The records shall be maintained in accordance with generally accepted accounting principles.

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

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

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

Chair

ATTEST:

Metropolitan Mayor

APPROVED AS TO AVAILABILITY OF FUNDS

Director of Finance

APPROVED AS TO FORM AND

LEGALITY:

Director of Law

ATTEST

Metropolitan Clerk

EXHIBIT A

Form of Public Safety Services Expenditure Report for Services Rendered in the Entertainment District

[Metropolitan Government of Nashville and Davidson County]
Public Safety Services Expenditure Report
For Services Rendered in the Entertainment District
Reporting Period: [Quarter Start Date] — [Quarter End Date]
Submitted to: Convention Center Authority
Submission Date: [Date]

t. Summary of Funds Utilized

Category	Bud	geted Amount	Amount Spent in Previous Period(s)	Amount Sp Perio		Rema	aining Balance
Police Overtime & Fringe	\$	15,623,600	\$	- \$		\$	15.623,600
Law Enforcement Supplies/Equipment	\$	300,200	\$	- \$	-	\$	300,200
Fire Overtime & Fringe	\$	4,900,000	\$	\$	14	\$	4,900,000
Total	\$	20.823.800	\$	- \$		\$	20,823,800

II. Personnel Cost Breakdown by Event Type - Police

Event Type	Amount Spent This Period - Police	Amount Spent This Period - Fire
Bridgestone Arena Events – ie. Predators' games, concerts, etc.	\$[Amount]	\$[Amount
Nissan Stadium Events - ie. Titans' games, concerts, etc.	\$[Amount]	\$[Amount
CVC and/or Sponsored CityWide Special Events (e.g., 4th of July, New Year's Eve)	\$[Arnount]	\$[Amount]
Other Special Events Downtown Detailed by Name/Date	\$[Amount]	\$[Amount
Standard Weekends (Thursday–Sunday)	\$[Amount]	\$[Amount]
Standard Weekdays (Monday-Wednesday)	\$[Amount]	\$[Amount]

Total Personnel Costs \$

\$

III. Equipment & Supplies Detail

Item Purchased	Quantity	Cost	Purpose / Use Case
[Item Name]	[Qty]	\$[Amount]	[Brief Description]
[Item Name]	[Qty]	\$[Amount]	[Brief Description]
[Item Name]	[Qty]	\$[Amount]	[Brief Description]
[item Name]	[Qty]	\$[Amount]	[Brief Description]
[Item Name]	[Qty]	\$(Amount)	[Brief Description]
[Item Name]	[Qty]	\$[Amount]	[Brief Description]
[Item Name]	[Qty]	\$(Amount)	[Brief Description]
[Item Name]	[Qty]	[Amount]	[Brief Description]

Total Equipment & Supplies \$

IV. Certification

I hereby certify that the funds reported above have been expended as described above and in accordance with the terms outlined in the Memorandum of Understanding between the Metropolitan Government of Nashville and Davidson County and the Convention Center Authority.

Prepared by:	
Name:	
Title:	
Date:	
Approved by:	
Name:	
Title:	
Date:	