MINUTES OF THE 13th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 13th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on August 5, 2010 at 8:03 a.m., in Room 201 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Marty Dickens, Vonda McDaniel, Willie McDonald, Luke Simons, Mona Lisa Warren, Leo Waters, and Vice-Mayor Diane Neighbors, Ex-Officio

AUTHORITY MEMBERS NOT PRESENT: Mark Arnold, Darrell Drumwright, and Ken Levitan

OTHERS PRESENT: Councilman Phil Claiborne, Rich Riebeling, Larry Atema, Charles Starks, Barbara Solari, Mark Sturtevant, Charles Robert Bone, Kristen Heggie, Roxianne Bethune, Gary Schalmo, Scott Black, Debbie Frank, Holly McCall, Natasha Blackshear, Ryan Johnson, Bill Phillips, Jan Blackwell, Kim McDoniel, Terry Clements, Bob Lackey, Mike Boner, Gerald Grant, Glen Sloan, Mark Swann, and Joey Garrison. In addition other members of the general public were present.

The meeting was opened for business by Chairman Marty Dickens who stated that a quorum was present. The Appeal of Decisions was shown.

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 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.

Jan Blackwell was introduced as part of the Project Management Team.

It was announced that the next meeting of the Authority would be Thursday, September 2, 2010 at 8:00 a.m.

ACTION: Vonda McDaniel made a motion to approve the 12th Meeting Minutes of June 24, 2010. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Chairman Dickens asked Charles Robert Bone to present the annual meeting matters. Mr. Bone said the only thing required in the bylaws was to elect officers for the upcoming year.

ACTION: Willie McDonald 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 Luke Simons and approved unanimously by the Authority.

Vonda McDaniel reported on the DBE & Procurement Committee meeting.

Willie McDonald reported on the Finance & Audit Committee meeting.

Mona Lisa Warren reported on the Marketing & Operations Committee meeting. She stated that the committee would recommend full board approval for the Public Art agreement. (Attachment #1)

ACTION: Mona Lisa Warren made a motion to (a) approve the Public Art Agreement as it relates to public art and authorize Chairman Dickens to execute the agreement so that the Arts Commission can move forward in filing that with the Metro Council and (b) authorize Chairman Dickens to take any actions necessary in accordance with that agreement. The motion was seconded by Luke Simons and after discussion approved unanimously by the Authority.

Leo Waters gave an update for the Construction & Development Committee.

Mr. Dickens then began discussion about the Project Budget. He said it would be reviewed today, discussed in more detail during the month and during the August committee meetings, and then would be on the agenda for approval at the September meeting. Scott Black walked through the eight main line items for the project. (Attachment #2) There were questions and discussion.

Mark Swann with Metro Internal Audit was then introduced to talk about the Audit Plan. (Attachment #2)

Charles Robert Bone was asked to give an update on KPMG. There were questions and discussion.

Mr. Dickens also asked Mr. Bone to discuss the public records policy. Mr. Bone noted the Marketing & Operations committee would review it at the next committee meeting and then make a recommendation to the full board. There was discussion.

Gary Schalmo was then asked to give a procurement update. (Attachment #2) There was discussion.

Charles Robert Bone was then called on to give a brief update on Automated Vehicle Information (AVI) and DES.

Chairman Dickens asked Charles Starks to report on the hotel and Music City Center tax collections. (Attachment #2) He was also asked to give an update on the current building operations.

Rich Riebeling was asked about the MCC hotel and Medical Mart. There were closing comments and discussion.

With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 9:24 a.m.

Respectfully submitted,

Charles L. Starks
Executive Director
Nashville Convention Center

Approved:

Marty Dickens, Chairman
CCA 13th Meeting Minutes
Of August 5, 2010

MUSIC CITY CENTER COMPLEX PUBLIC ART AGREEMENT

THIS MUSIC CITY CENTER COMPLEX PUBLIC ART AGREEMENT (this "Agreement"), is entered into this _____ day of _____, 2010 by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Authority")** and, acting by and through the Metropolitan Nashville Arts Commission, **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Metropolitan Government").**

WITNESSETH:

WHEREAS, on August 18, 2009, the Metropolitan County Council of the Metropolitan Government (the "Council") adopted Resolution No. RS2009-881 approving the formation and corporate charter of the Authority;

WHEREAS, the Authority is a public nonprofit corporation performing a public function pursuant to the Convention Center Authorities Act of 2009, 2009 Public Acts of Tennessee, Chap. 474 (the "Act" – codified at Title 7, Chapter 89 of the Tennessee Code);

WHEREAS, pursuant to the powers given it under the Act, the Authority is constructing a new convention center to be known as the Music City Center (the "Convention Center");

WHEREAS, the Convention Center is part of a larger complex of related development activities, which include the extension of Korean Veterans Boulevard and a new Nashville Electric Services ("NES") substation, all of which are situated south of Broadway in Nashville, Tennessee in the area depicted in Exhibit B of this Agreement (hereinafter, the public spaces of this area, which public spaces specifically excludes the interior of the Convention Center, shall be referenced as the "Complex");

WHEREAS, the Authority has identified the display and exhibition of art as an important feature of the Complex and the interior of Convention Center;

WHEREAS, the Authority has identified up to $2,000,000 of its budget to be used in the procurement, acquisition, building, erection, construction, reconstruction, replacement, extension, repairing, betterment, improvement, design, execution or placement (the "Incorporation") of original art in the interior of the Convention Center;

WHEREAS, the plan (the "Convention Center's Art Master Site Plan") that identifies potential sites in the interior of the Convention Center that are most suitable for the display and exhibition of art is depicted in Exhibit C of this Agreement;

WHEREAS, the Metropolitan Nashville Arts Commission, which was established through Chapter 2.112 of the Code of the Metropolitan Government (the "Code"), has the purpose of, among other things, providing information and recommendations to the Council and the Metropolitan Government's mayor with respect to the architectural design and aesthetics of public places and property;

WHEREAS, Chapter 5.10 of the Code provides that Public Art Projects are those projects funded as part of a general obligation bond issue that has been approved in accordance with Chapter 5.10.030 of the Code;

WHEREAS, by acting through the Metropolitan Government's Department of Finance, Division of Purchasing, the Arts Commission has the power, pursuant to Chapter 5.10.030 of the Code, to purchase Public Art Projects or commission the design, execution and/or placement of Public Art Projects within the Complex, and accordingly, the Metropolitan Government plans to contribute up to $750,000 for Public Art Projects within the Complex, which amount will be dependent upon the Public Art Fund balance and availability;

WHEREAS, the Authority has requested that the Metropolitan Government, through its Arts Commission, provide, subject to the request, review and approval of the Authority, art project management services for the Authority with respect to art within the Convention Center;

WHEREAS, for the purpose of creating a plan of art that is consistent for both the interior of the Convention Center as well as throughout the Complex, the Authority and the Arts Commission desire to work together to create a plan for identifying locations most suitable for the Incorporation of Public Art Projects within the Complex (the "Complex's Public Art Master Plan") and Incorporating Public Art Projects into the Complex consistent with the Complex's Public Art Master Plan; and

WHEREAS, the Metropolitan Government, through its Arts Commission, has the expertise and staff resources to provide the requested art project management services to the Authority with respect to art within the Convention Center as well as to manage the Complex's Public Art Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Duties of the Metropolitan Government. The Authority hereby requests and the Metropolitan Government agrees to, by and through the Arts Commission, provide art project management services (the "Services") to the Authority, subject to the review and approval of the Authority, generally and specifically as follows:

    a. With respect to the Complex only, the Arts Commission will:

        i. Work with the Authority to draft the Complex's Public Art Master Plan (hereinafter, the Complex's Public Art Master Plan and the Convention Center's Art Master Site Plan shall each individually be referenced as a "Site Plan" and together as the "Site Plans");

        ii. Incorporate art into the Complex in a manner consistent with the Concept Plan, as defined in Section 1(c)(i), and the Complex's Public Art Master Plan;

iii. Track and manage, to budget, all expenses related to the Incorporation of art in the Complex and provide monthly budget and expense reports to the Authority;

iv. Spend approximately Seven Hundred Fifty Thousand Dollars ($750,000) on the costs related to the Incorporation of art in the Complex, the exact allocation to be determined by the Arts Commission, depending upon Public Art Fund balance and availability; and

b. With respect to the interior of the Convention Center only, the Arts Commission will:

i. Under the direction of the Authority and according to the Authority's timeline and budget, perform activities required by the Authority to help the Authority to procure the art selected, such activities include, without limitation, employing a Citizen Panel and the Music City Center Public Art Committee ("MCC PAC") to make recommendations of art projects to the Authority for approval, and the negotiation of artist fees, insurance, materials and design costs;

ii. Coordinate with the Authority and its legal counsel to assist with the Authority's contracting with (a) each artist whose art will be incorporated in the interior of the Convention Center, including, without limitation, assisting the Authority in obtaining any and all intellectual property agreements from such artists that are necessary for the purchase and display of procured art and structural engineer reporting and (b) any and all other vendors, including without limitation, vendors of art fabrication and installation services, required for the Incorporation of art in the interior of the Convention Center;

iii. Share all quotes, offers and invoices with the Authority as required by the Authority, and track all Authority expenses related to the Incorporation of art in the Convention Center and provide correlating expense reports to the Authority as required by the Authority; and

c. With respect to both the Convention Center and the Complex, the Arts Commission will:

i. Develop a concept plan (the "Concept Plan") as to the type of art that will be incorporated at the locations described in the Site Plans, including specific requirements of the art that can be incorporated into a Request for Qualifications ("RFQ");

ii. Consider the use of a nationally-recognized public artist to assist with the development of the Site Plans or the Concept Plan, if budget and timelines allow;

iii. Manage the Music City Center citizen public art selection panel ("Citizen Panel") by coordinating the times and locations of Citizen Panel meetings,

devising a process for selecting art, arranging site visits, arranging meetings with artists and providing any other assistance that will facilitate the Citizen Panel in making the decisions required of it. The Citizen Panel will be responsible for making recommendations of artists to the MCC PAC for consideration;

iv. Partner with the Authority to nominate and approve members for the MCC PAC, who will be responsible for making recommendations of public art projects for the Complex and the Convention Center;

v. Facilitate the selection of art for the Complex and the Convention Center by assisting the MCC PAC, whose composition and role is defined in Exhibit D. The MCC PAC will use selection criteria for artists and art work as described in Exhibit E. The MCC PAC recommendations for projects in the Complex will be forwarded to the Arts Commission for final approval. MCC PAC recommendations for projects in the Convention Center will be forwarded to the Authority for final approval.

vi. Lead overall project management of all art works selected, including negotiation of artist fees, insurance, materials and design costs, with all costs and project management to be done pursuant to the timeline and budget approved by the Authority for the Incorporation of art within the Convention Center and the Art Commission's timeline and budget for Public Art Projects within the Complex (See Exhibit F for the approved timeline for the Incorporation of art in the interior of the Convention Center and in the Complex;

vii. If the Concept Plan includes recommendations for the acquisition of private art owned by local collectors and/or institutional collections ("Private Art"), develop a plan for the acquisition of the recommended Private Art;

viii. If the Concept Plan includes recommendations for the acquisition of Private Art, secure long term donations of the recommended Private Art, according to the donation guidelines established in the Public Art Guidelines;

ix. Provide a supervising architect that can work with the Authority's architecture and/or construction team to consult on issues of art structure, installation and footings. Individual artist contracts will require structural engineer reporting, which will be reviewed by the supervising architect;

x. Work with the Authority's sales team to integrate art assets and art concepts into the Authority's marketing and sales materials, as budget allows;

xi. As requested, assist the Authority in integrating art into plans for community outreach and into the Convention Center building dedication ceremony;

xii. As requested, assist the Authority with the development of instructional or curatorial materials and collateral necessary for the overall brand package of the Convention Center; and

xiii. Work with the Authority's public relations team on regular tracking and placement of key stories about artists.

xiv. If any situation occurs with respect to the incorporation of art in the interior of the Convention Center or in the Complex that are unexpected by this Agreement, be available to the Authority to provide art project management services with respect to such unexpected situations.

2. Duties of the Authority. During the term of this Agreement, the Authority will:

   a. In its sole discretion, make decisions regarding the Incorporation of art in the interior of the Convention Center;

   b. Maintain overall management of the Incorporation of art within the Convention Center; and

   c. Work with the Arts Commission to manage and facilitate the Incorporation of art in the Complex.

   d. Partner with the Commission to nominate and approve members for the MCC PAC, who will be responsible for making recommendations of public art projects for the Complex and the Convention Center;

3. Effective Date. This Agreement shall not be effective until it has been approved by the governing bodies of both parties, fully executed and filed with the office of the Metropolitan Government's clerk. It is the intent of the parties that the Effective Date of this Agreement shall be August 15, 2010.

4. Term. The term of this Agreement (the "Term"), and the duties and responsibilities of the parties hereunder, shall begin on the Effective Date and shall extend through the date that is a full six (6) months from the date of completion of the Convention Center, but in no event shall the Term be longer than five (5) years.

5. Compensation. The Authority shall pay a total of Two Hundred Thousand Dollars ($200,000.00) (the "Total Fee") to the Arts Commission for the Services. The Total Fee shall cover all fees payable from the Authority to the Arts Commission for the Services during the Term of this Agreement. The Total Fee shall be made in four installments, which shall be paid pursuant to the schedule shown on Exhibit A of this Agreement.

6. Expenses. The Authority will be solely responsible for, and will directly pay, all expenses that are solely related to the Incorporation of art in the interior of the Convention Center. The Metropolitan Government, acting by and through the Arts Commission, will be solely responsible for, and will directly pay, all expenses that are solely related to the Incorporation of art in the Complex. Expenses that are inextricably related to the Incorporation of art in

both the Convention Center and the Complex will be covered first by the Metropolitan Government, by and through the Arts Commission, to the extent allowed by law and second by the Authority. Notwithstanding anything contained herein to the contrary, at no point will the Authority give money to the Metropolitan Government or the Arts Commission for payment of any expenses related to the subject matter of this Agreement. While the Arts Commission will negotiate with artists and other vendors the costs associated with the Incorporation of art in the interior of the Convention Center, the Authority will enter into contracts directly with such vendors and will pay all invoices of such vendors directly to such vendors. Further, notwithstanding anything contained herein to the contrary, nothing herein shall be interpreted as allowing either party to spend beyond their respective budgets or legal allowance for the Incorporation of art in the Convention Center or in the Complex.

7. Cooperation. Each party shall cooperate with the other party and provide such assistance as reasonably necessary or requested in connection with the fulfillment of each party's respective obligations under this Agreement. Such cooperation shall include, without limitation, the best efforts of both parties to cause the cooperation and assistance of each party's respective employees, agents, consultants, contacts and principals.

8. Repair.. The Authority shall be responsible for the repair of art incorporated in the interior of the Convention Center. The MNAC shall be responsible for the repair of art incorporated in the Complex.

9. Notices. Unless otherwise notified in writing, any and all notices, requests, demands, and other communications required or permitted by this Agreement shall be in writing and shall be deemed given when (a) delivered by hand or by nationally recognized overnight delivery services (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case addressed to the addresses, facsimile numbers or e-mail addresses and marked to the attention of the following:

If to the Arts Commission:

Jennifer Cole
Executive Director
Metropolitan Nashville Arts Commission
800 Second Avenue South, 4th Floor
Nashville, Tennessee 37210-2008

If to the Authority:

Larry Atema
Project Manager
The Convention Center Authority
Metropolitan Courthouse
1 Public Square, Suite 106
Nashville, Tennessee 37210

10. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of

principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

11. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. 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 a similar or dissimilar nature beyond its control.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and may not be modified or amended, except in a writing signed by all parties.

14. Venue. Venue for any litigation arising out of this Agreement shall be in the courts of Davidson County, Tennessee.

15. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

16. Modification of Agreement. This Agreement may be modified only by written amendment authorized by the governing bodies of both parties and approved by all signatories hereto.

17. Assignment. This Agreement shall not be assigned by either party hereto without the written consent of the other party.

18. Headings. The headings contained in this Agreement are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.

19. Authorized Representatives. Any action required of or permitted to be taken pursuant to this Agreement by any of the parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party.

20. Entire Agreement. This document contains the entire understanding among the parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter.

[Signature Page to Follow.]

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

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: _____
Metropolitan Nashville Arts Commission
Chair

ATTEST:

By: _____
Marilyn S. Swing
Metropolitan Government Clerk

APPROVED AS TO AVAILABILTY OF FUNDS BY:

_____
Richard Riebeling
Director of Finance

APPROVED AS TO FORM AND LEGALITY

_____
Metropolitan Attorney

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

By: _____
Chairman

ATTEST:

_____
Authority Secretary

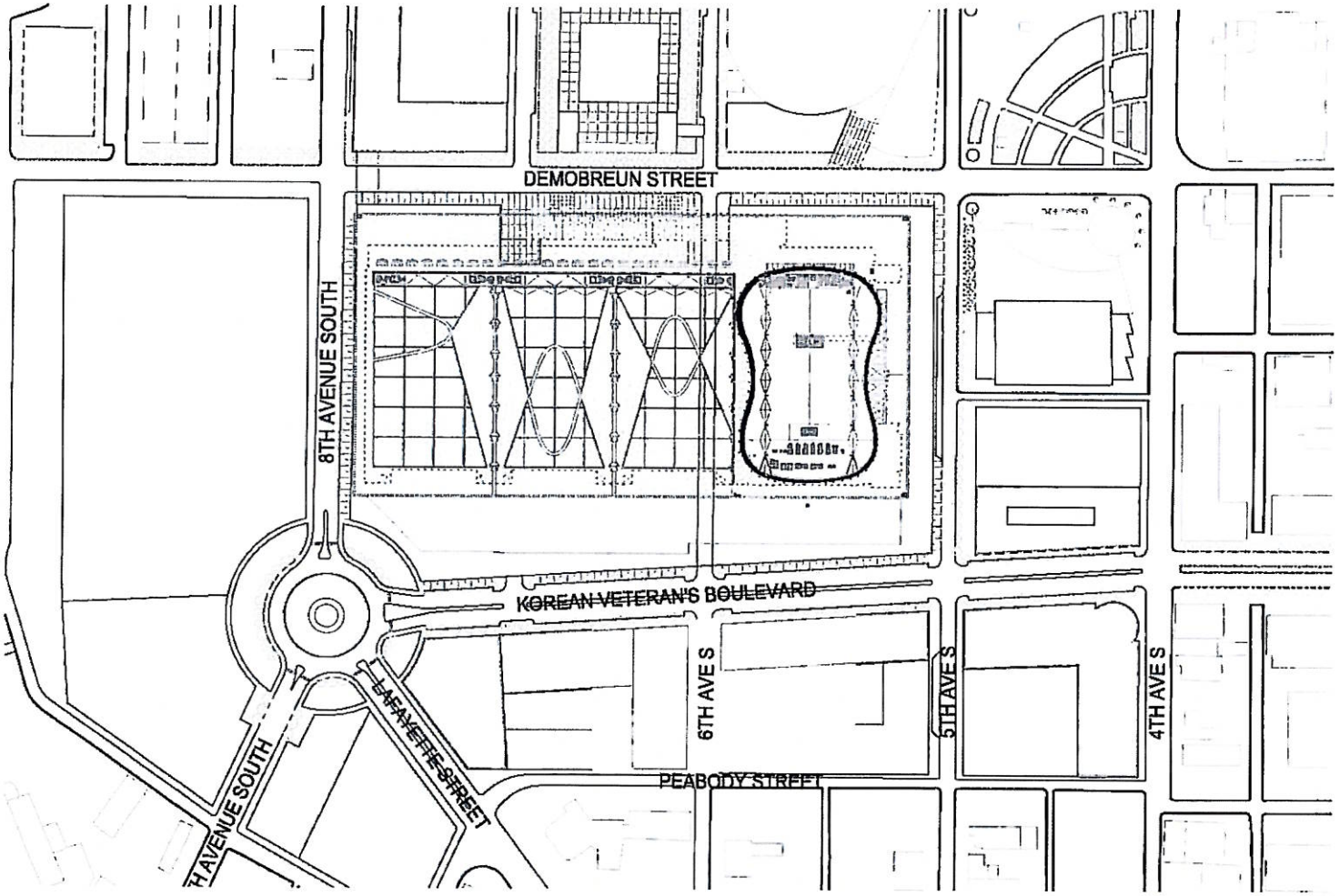
EXHIBIT A

SCHEDULE OF PAYMENTS

Installment	Amount	Date
Initial Payment	$50,000	The Effective Date
Second Payment	$62,500	January 5, 2011
Third Payment	$62,500	January 5, 2012
Fourth Payment	$25,000	January 5, 2013

EXHIBIT B

MUSIC CITY CENTER COMPLEX



OVERALL SITE PLAN

OVERALL REFERENCE SITE PLAN

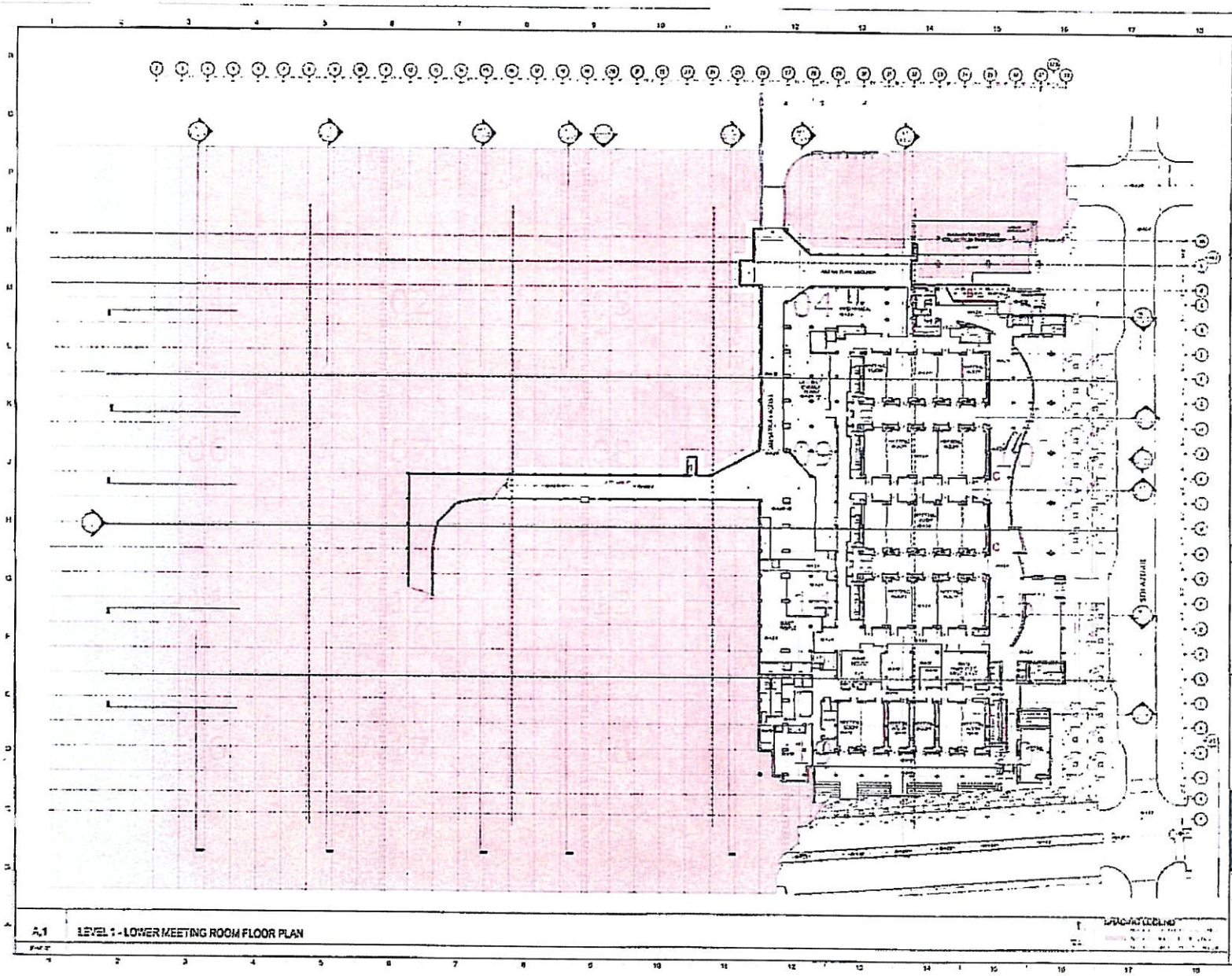
MOODY·NOLAN, INC.
architecture civil engineering interior architecture
3310 West End Avenue
Suite 495
Nashville, TN 37203
Phone:
Fax:
www.moodynolan.com

PROJ # 10121
DATE 05.27.10

PLOTTED BY: JRoot 5/27/2010 8:04:17 PM P:\10121 - NES Peabody Substation\CAD Drawings\10121_OVERALL SITE PLAN.dgn

EXHIBIT C

CONVENTION CENTER'S ART MASTER SITE PLAN



A1 LEVEL 1 - LOWER MEETING ROOM FLOOR PLAN

tvsdesign

MOODY-NOLAN, INC.

KEYNOTE LEGEND

KEY PLAN

DEMONBREUN

8TH AVENUE

5TH AVENUE

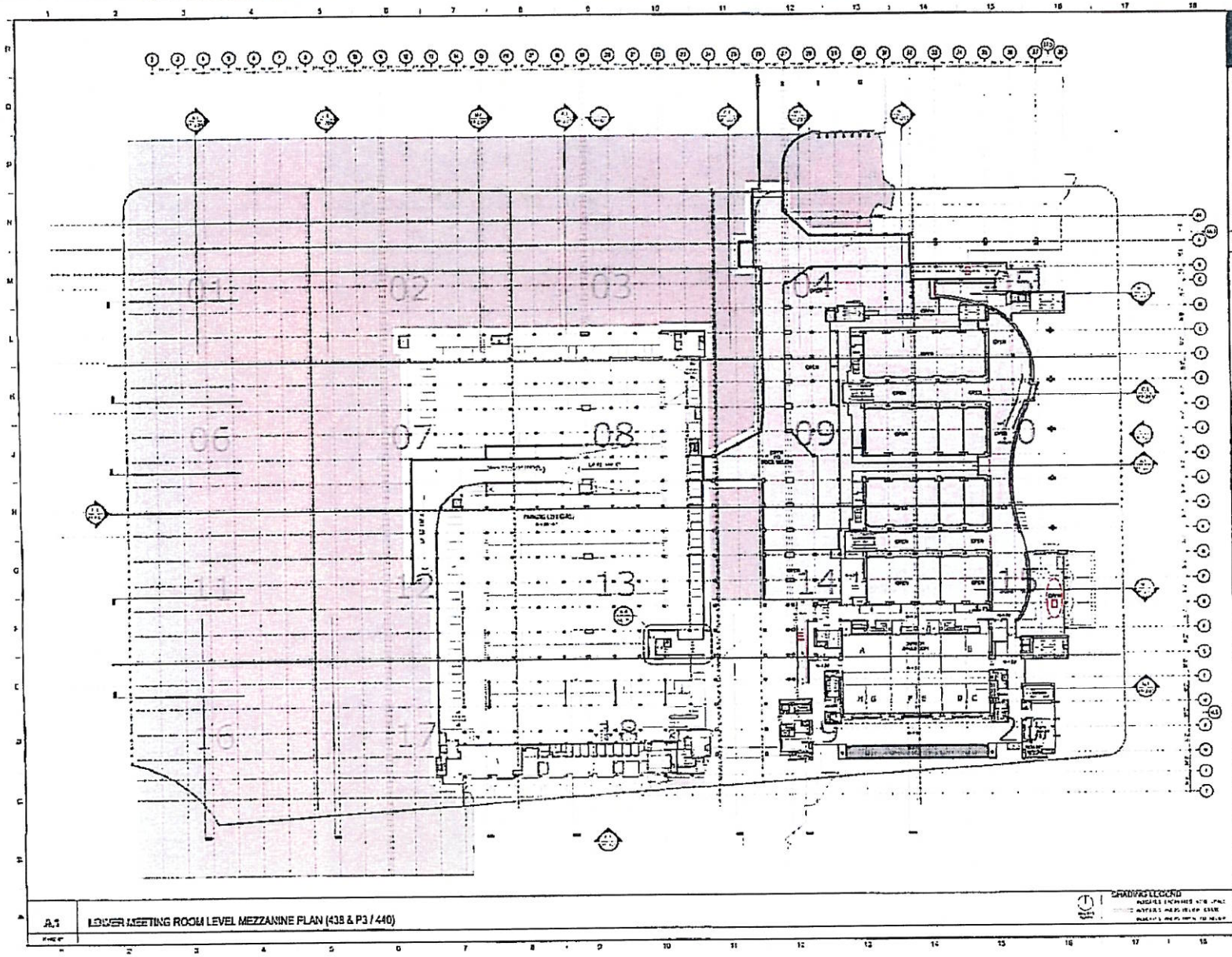
KOREAN VETERANS BLVD

MUSIC CITY CENTER

LEVEL 1 - LOWER MEETING ROOM FLOOR PLAN

A1-010

NOT RELEASED FOR CONSTRUCTION



tvsdesign

TUCK-HINTON ARCHITECTS

MOODY-NOLAN, INC.

KEYNOTE LEGEND

KEY PLAN

DEMONBREUN

8TH AVENUE

5TH AVENUE

KOREAN VETERANS BLVD

MUSIC CITY CENTER

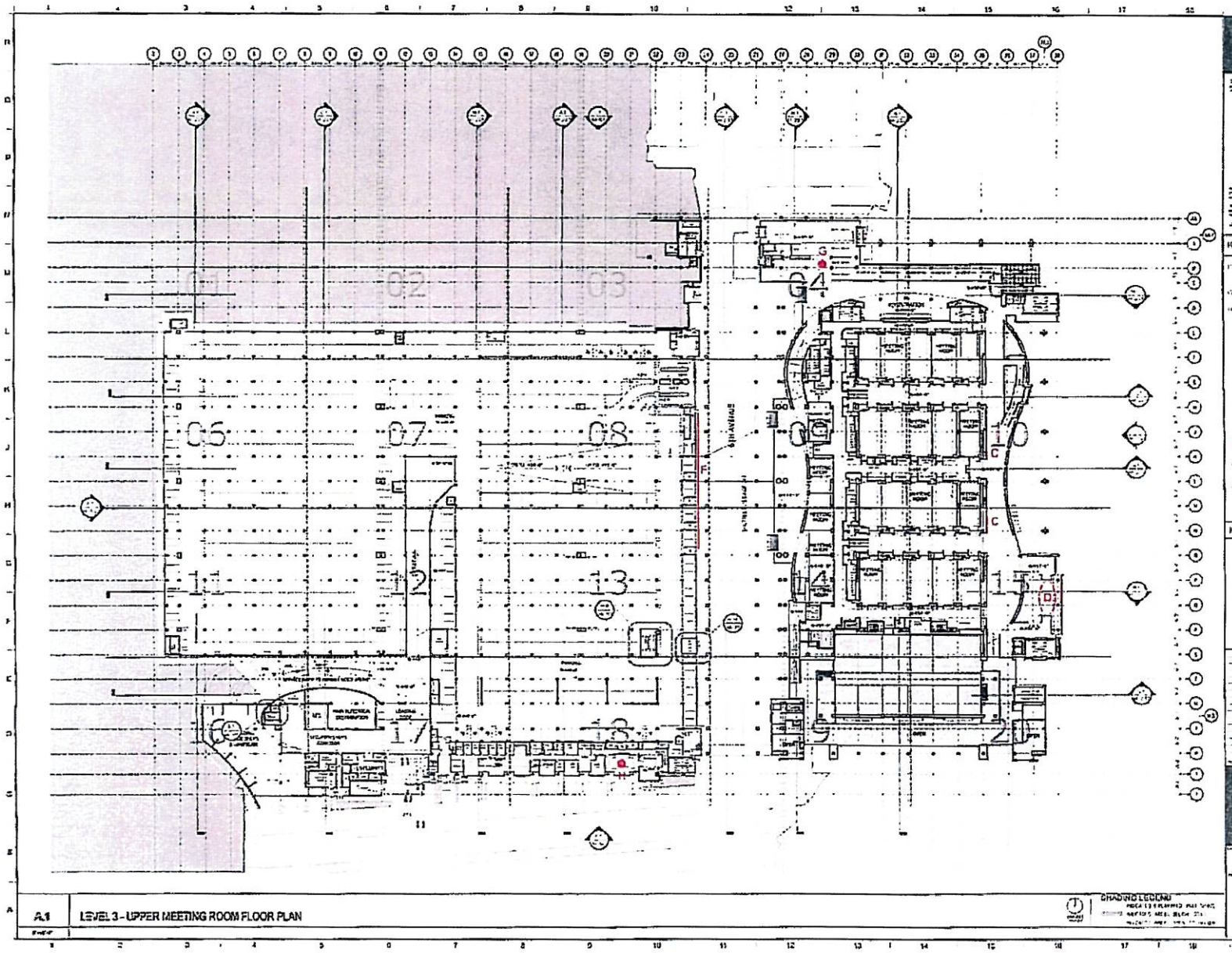
NASHVILLE, TENNESSEE

LEVEL 2 - JUNIOR BALLROOM FLOOR PLAN

A1-020

NOT RELEASED FOR CONSTRUCTION

A.1 LOWER MEETING ROOM LEVEL MEZZANINE PLAN (438 & P3 / 440)



tvsdesign

TUCK-HINTON ARCHITECTS

MOODY-NOLAN, INC.

KEYNOTE LEGEND

KEY PLAN

DEMONBREUN

8TH AVENUE

7TH AVENUE

KORCAN VETERANS BLVD

MUSIC CITY CENTER

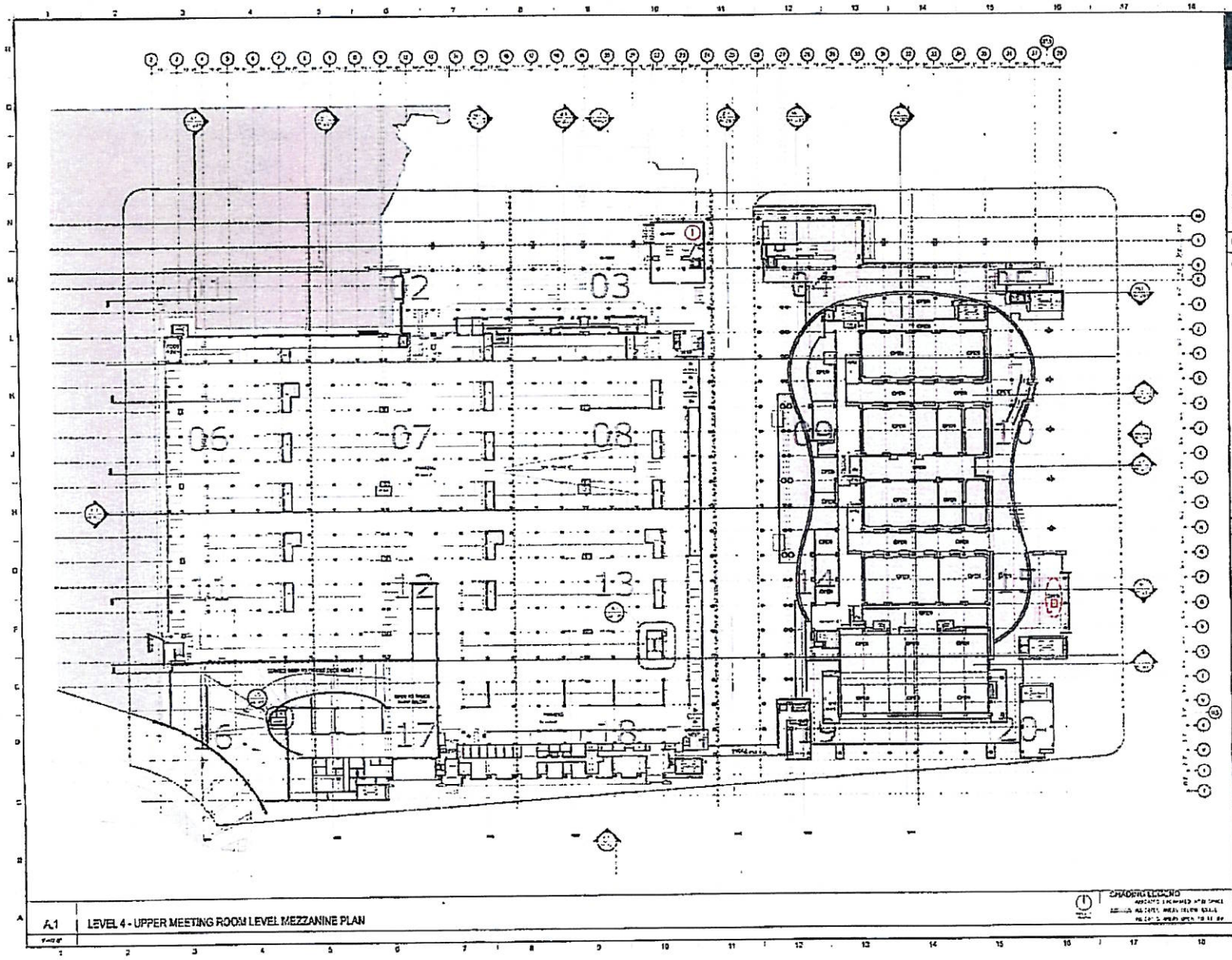
LEVEL 3 - UPPER MEETING ROOM FLOOR PLAN

A1-030

A1 LEVEL 3 - UPPER MEETING ROOM FLOOR PLAN

SHADING LEGEND

NOT RELEASED FOR CONSTRUCTION



A1 LEVEL 4 - UPPER MEETING ROOM LEVEL MEZZANINE PLAN

tvsdesign

TUCK-HINTON ARCHITECTS

MOODY-NOLAN, INC.

KEYNOTE LEGEND

KEY PLAN

DEMONBREUN

9TH AVENUE

8TH AVENUE

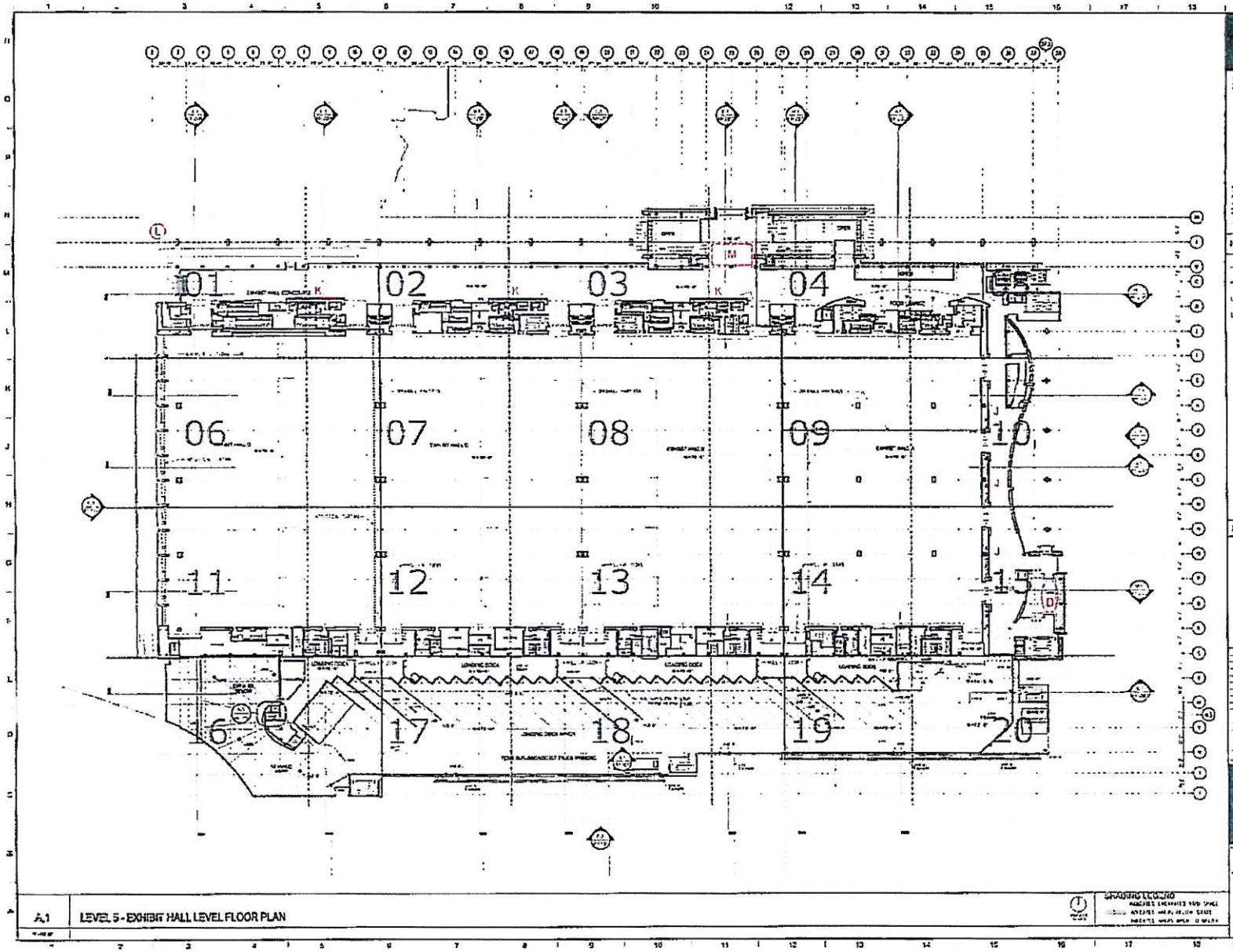
KORDAN VETERANS BLVD

MUSIC CITY CENTER

LEVEL 4 - UPPER MEETING ROOM MEZZANINE PLAN

A1-040

NOT RELEASED FOR CONSTRUCTION



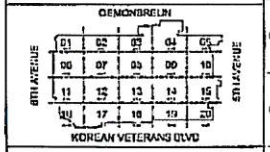
A1 LEVEL 5 - EXHIBIT HALL LEVEL FLOOR PLAN

tvsdesign

TUCK-ELINTON ARCHITECTS
MOODY-NOLAN, INC.

KEYNOTE LEGEND

KEY PLAN

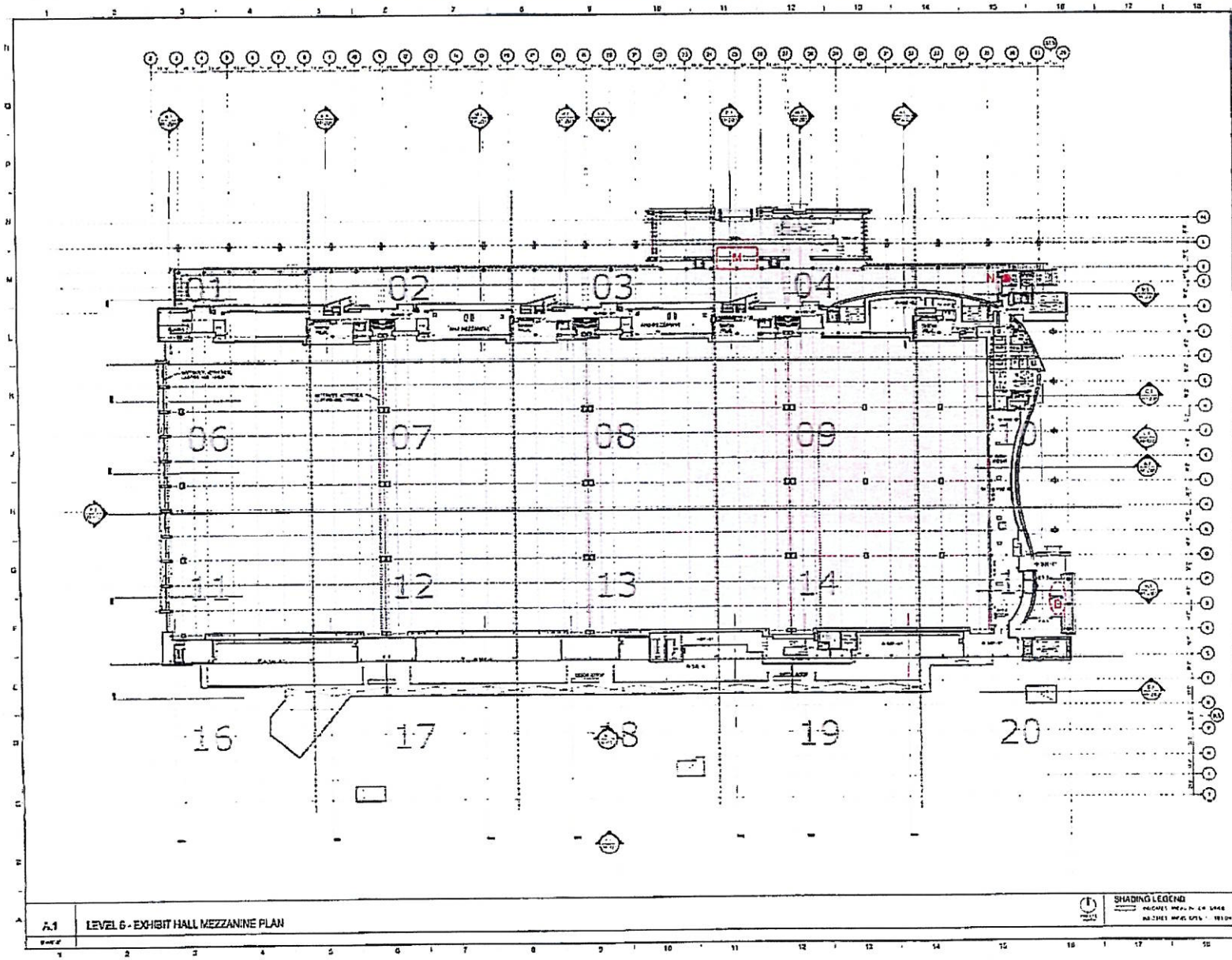


MUSIC CITY CENTER
NASHVILLE, TENNESSEE

LEVEL 5 - EXHIBIT HALL FLOOR PLAN

A1-050

NOT RELEASED FOR CONSTRUCTION



tvsdesign

TUCK-HINTON ARCHITECTS
MOODY-NOLAN, INC.

KEYNOTE LEGEND

KEY PLAN

DEMONBREUN
8TH AVENUE
5TH AVENUE
KORDAN VETERANS BLVD

MUSIC CITY CENTER
NASHVILLE, TENNESSEE

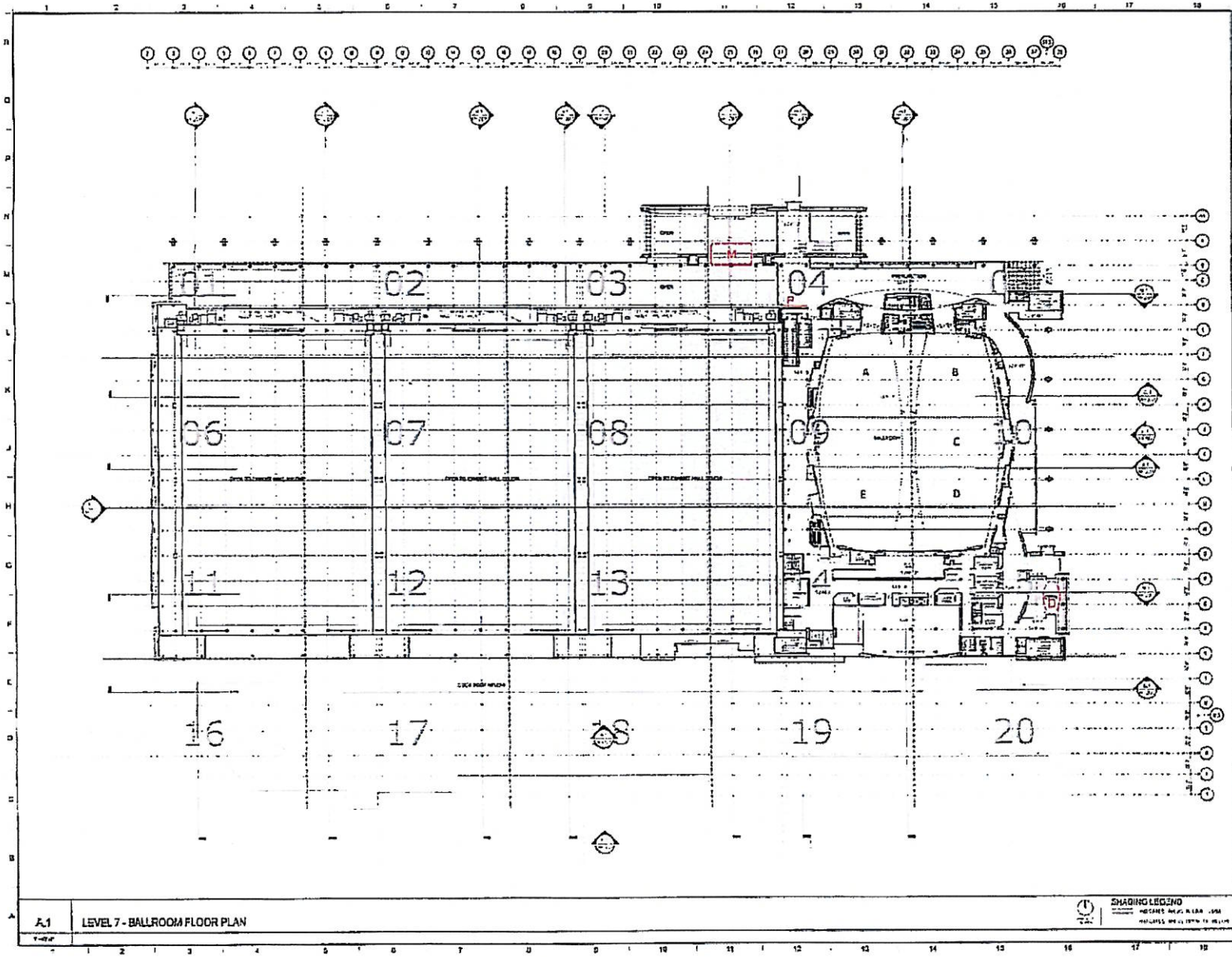
LEVEL 6 - EXHIBIT HALL MEZZANINE PLAN

A1-060

A.1 LEVEL 6 - EXHIBIT HALL MEZZANINE PLAN

SHADING LEGEND

NOT RELEASED FOR CONSTRUCTION



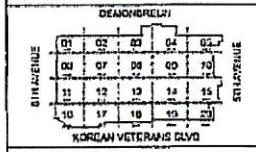
tvsdesign

TUCK-HINTON ARCHITECTS

MOODY-NOLAN, INC.

KEYNOTE LEGEND

KEY PLAN



MUSIC CITY CENTER

NASHVILLE, TENNESSEE

LEVEL 7 - BALLROOM FLOOR PLAN

A1-070

A.1 LEVEL 7 - BALLROOM FLOOR PLAN

SHADING LEGEND

NOT RELEASED FOR CONSTRUCTION

EXHIBIT D

MCC PAC DEFINITION & ROLES

A. **Definition.** The Music City Center Public Art Committee ("MCC PAC") is a seven-member standing committee to oversee the public art program design and development within the MCC Complex. With MNAC and Authority approval, the MCC PAC directs the selection, placement, maintenance, relocation, and deaccessioning of artwork acquired for the Complex and the interior of the Convention Center the public art program.

B. **Appointment.** The Authority Board will appoint 3 members. The MNAC Board will appoint 3 members. The seventh member will be appointed by the Metropolitan Government Mayor. Members will serve terms of up to 3 years or through the completion of the project. In addition to the seven voting members, the MNAC staff lead, the Authority staff lead and MNAC supervising architect will serve as ex-officio, non-voting members of the MCC PAC.

C. **Composition.** The MCC PAC will have a total of seven voting members. Members must include an appointee of the the Metropolitan Government Mayor, one commissioner from the Authority, one commissioner from the MNAC, and one visual artist. Other members may include individuals with specific professional expertise in public art or the visual arts such as contemporary arts curator, museum director, or professor of art or art history and design professionals such as architects, landscape architects, or urban planners, convention planners or tourism industry experts.

D. **Responsibilities.** The MCC PAC will:

1. Review project briefings organized by MNAC and Authority staff that describe the construction project, the social and physical context of the site, the project timeline and funding;
2. Initiate public forums where appropriate for determining thematic approaches and location options for public art in the Complex;
3. Determine recruitment strategy to establish a pool of artists for each project (see Exhibit E for standard methods);
4. Approve Citizen Panel members recommended by MNAC and Authority staff;
5. Review MNAC staff reports documenting Citizen Panel decisions and make recommendations to MNAC and the Authority for approval. Projects recommended for the interior of the Convention Center will be forwarded to the Authority for approval. Projects recommended for the Complex will be forwarded to MNAC for approval;
6. Review projects at conceptual, schematic and design development stages if needed and report regularly to MNAC and Authority on the status of public art projects and activities;
9. Compile a list of potential sites for public art projects.

EXHIBIT E

SELECTION CRITERIA FOR ARTISTS AND ARTWORK

The MCC PAC will determine the appropriate recruitment strategy to establish a pool of artists based on the following standard methods:

1. **Open Competition (Request for Qualifications or Request for Proposals).** An open competition is a "Call to Artists" for a specific project in which artists are asked to submit evidence of their past work. Any artist may submit credentials and/or proposals, subject to any limitations established by the MCC PAC. Calls for entries for open competitions will be sufficiently detailed to permit artists to determine whether their work is appropriate to the project under consideration.
2. **Limited Competition.** In a limited competition, a limited number of artists are invited by the MCC PAC to submit credentials and/or proposals for a specific project. Artists are invited based on their past work and exhibited abilities to meet situations posed by particular project requirements or based on other non-aesthetic, public art program goals.
3. **Invitational Competition.** In an invitational competition, a very small number of artists (usually between three and six) are invited to submit credentials and/or proposals for a specific project. Invited artists are selected directly by Authority and MNAC staff or identified by the MCC PAC through an initial slide review process. Artists are included in the slide review process based on their ability to meet situations presented by the given project.
4. **Direct Selection.** At times the MCC PAC may elect to make a direct selection in which it contacts a specific artist for a particular project. Such an election may occur for any reason, but will generally occur when circumstances surrounding the project warrant either an open or invitational competition unfeasible (for example: project timeline, community or social considerations, etc.)
5. **Mixed Process.** A mixed process includes any combination of the above approaches.

The Citizen Panel and MCC PAC will apply the following criteria when selecting artists, consideration acquisitions or siting artwork:

1. **Artistic Merit:** The inherent quality and excellence of a proposed artwork together with the strength of the artist's concept and design capabilities.

2. **Context:** Artwork must be compatible in scale, material, form, and content with its surroundings. When serving a functional purpose, artworks may establish focal points; modify, enhance, or define specific spaces; establish identity or address specific issues of civic design. Consideration should also be given to the architectural, historical, geographical and social/cultural contest of the site or community, as well as the way people may interact with the artwork.

3. **Relevant experience:** Experience and professional record of the artist(s) should provide convincing evidence of ability to successfully complete the project as proposed. Particularly on collaborative or design team projects, artists should demonstrate ability to:

a. Communicate effectively and elicit the ideas of team members;
b. Exhibit flexibility and problem-solving skills;
c. Work with architectural drawings and construction documents;
d. Engage community representatives in a project.

4. **Permanence/maintenance:** Due consideration will be given to the structural and surface soundness, operational costs and inherent resistance to theft, vandalism, weathering and excessive maintenance.

5. **Technical feasibility:** An artist must exhibit a successful track record of construction and installation of artwork or show that an appropriate professional has examined the proposed artwork and confirmed feasibility of construction and installation.

6. **Budget:** An artist's proposal should provide a budget adequate to cover all costs for the design, fabrication, insurance, transportation, storage, and installation of the proposed artwork, plus reasonable unforeseen circumstances. Artists should have a history of completing projects within budget.

7. **Diversity:** Artwork will be sought from artists of diverse ethnic and cultural identities and from local, regional, national, and international artists. The MCC PAC will encourage applications from artists working in both established and experimental art forms.

8. **Fabrication and installation schedules:** The artist proposal should include a project timeline that incorporates design review, fabrication, delivery and installation in accordance with project schedule. The artist should have a history of completing projects on time.

9. The MCC PAC and the Citizen Panel may recommend rejection of all submissions if none are considered satisfactory and a new pool of artists may be established.

EXHIBIT F

TIMELINE

Timeline of Activities

August 15, 2010 – January 4, 2011 (17-weeks)

- Finalize project steps and timeline. – *complete in August*
- Assist in the MCC-PAC creation. – *complete in September*
- Develop site plan for Complex. – *complete in September*
- Determine locations and budget for art. – *complete in September*
- Develop concept plan. – *complete in October*
- Develop draft scope of work. – *complete in October*
- Develop call-to-artist distribution list – *complete in October*
- Finalize RFQ or RFP, including timeline for selection and project completion. – *complete in November*
- Receive approval for call-to-artist/RFQ or RFP process. – *complete in November*
- Post and distribute RFQ or RFP – *complete in November*
- Assist CCA in exploring art donation/loan opportunities – *ongoing throughout project*

January 5, 2011 – January 4, 2012 (52-weeks)

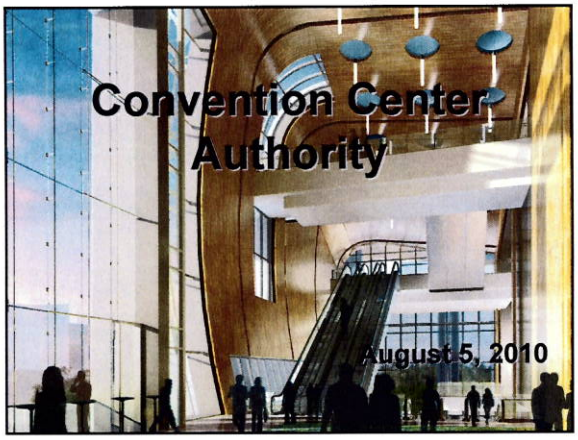
- Assist in the MCC Citizen Panel creation. – *complete in January*
- Deadline for RFQ or RFP – *received by February 1st*
- Review and prepare material for MCC Citizen Panel. – *complete in February*
- Manage MCC Citizen Panel to choose semi-finalists. – *complete in February*
- Notify semi-finalists and set date for site visit and finalist MCC Citizen Panel meeting. – *complete in March*
- Coordinate travel, site visit and proposal presentation schedules with semi-finalists. – *complete in March/April*
- Draft recommendations for MCC-PAC; followed by CCA and MNAC. – *complete in May*
- Announce finalists; draft offer letter; draft contract; contract signature process – *complete in July/August*
- Develop site specific budgets – *complete in August*
- Draft RFQ or RFP for any site work or other services needed to complete project(s) – *complete in August/September*
- Assist CCA in the identification of marketing opportunities – *begin in September*
- Supervise construction/fabrication phase – *begin in September*

January 5, 2012 – January 4, 2013 (52-weeks)

- Supervise construction/fabrication phase – *continuation*
- Assist CCA in marketing strategies of artwork – *continuation*
- Oversee fabrication of identification plaque(s) - *complete in August*
- Manage the installation of art - *begin in November*

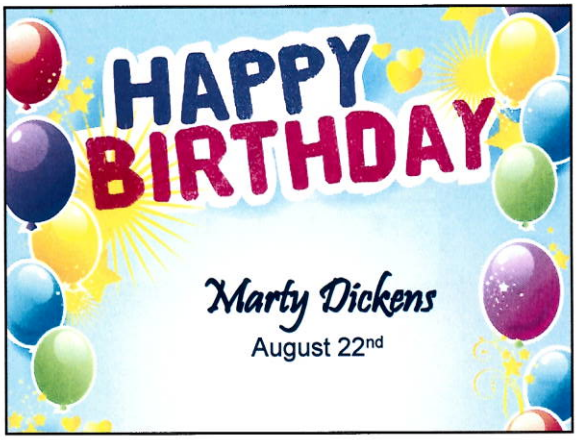
January 5, 2013 – September 30, 2013 (36-weeks)

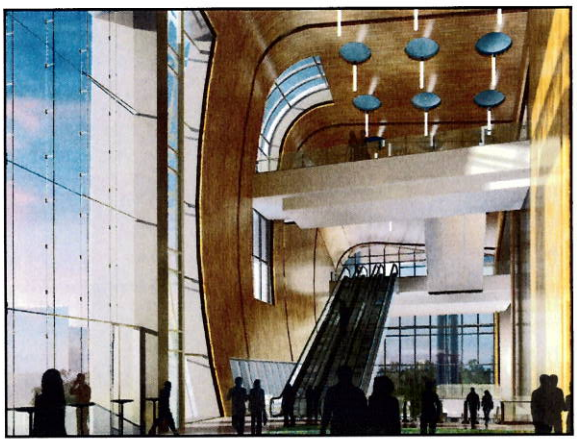
- Manage the installation of art – *continuation as needed through contract period*
- Finalize marketing strategy (i.e. MCC book). – *complete in February/March*



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 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.*





Music City CENTER

PROJECT BUDGET

MUSIC CITY CENTER
BUDGET OVERVIEW

	Budget	% of Total
Direct Construction Costs	452,044,757	77.3%
Land Acquisition & Relocation	57,000,000	9.7%
Design & Engineering	40,189,684	6.9%
CCA Project Management	10,993,758	1.9%
Project Insurance	8,252,322	1.4%
Legal, Financing & Consultants	2,869,480	0.5%
Furniture, Fixtures & Equipment	11,650,000	2.0%
Pre Opening Operations	2,000,000	0.3%
TOTAL	585,000,000	100%

MUSIC CITY CENTER
PAID TO DATE

	Budget	Paid to Date As of 6/30/2010	% Complete
Direct Construction Costs	452,044,757	22,798,126	5.0%
Land Acquisition & Relocation	57,000,000	47,968,931	84.2%
Design & Engineering	40,189,684	30,047,949	74.8%
CCA Project Management	10,993,758	3,929,995	35.7%
Project Insurance	8,252,322	1,930,567	23.4%
Legal, Financing & Consultants	2,869,480	1,552,606	54.1%
Furniture, Fixtures & Equipment	11,650,000	0	0.0%
Pre Opening Operations	2,000,000	0	0.0%
TOTAL	585,000,000	108,228,175	18.5%

DIRECT CONSTRUCTION COSTS

	Budget	Paid to Date	% Complete
Bell/Clark/Harmony	415,000,000	20,754,763	5.0%
NES Substation	20,000,000	2,040,458	10.2%
Off-Site Utilities (Details below)	2,044,757	2,906	0.1%
Project Contingency	15,000,000	0	0.0%
TOTAL	452,044,757	22,798,126	5.0%

Off-Site Utilities – detail	Budget	Paid to Date	% Complete
AT&T	223,851	0	0.0%
XO	210,000	0	0.0%
NES Underground @ 6th	635,000	0	0.0%
Water / Sewer Availability	427,000	0	0.0%
Storm water work @ Substation	546,000	0	0.0%
Misc Fees	2,906	2,906	100.0%
TOTAL	2,044,757	2,906	0.1%

LAND

BUDGET	PAID TO DATE	PENDING PAYMENTS
57,000,000	47,968,931	5,186,045

COMPLETED LAND TRANSACTIONS	
BILLY PITT	METRO TRANSIT AUTHORITY
CATES	BETTER BUSINESS EQUIPMENT
MURPHREE	ASPHALT BEACH
MAY	SHIRLEY
DODSON	METHODIST

PENDING LAND TRANSACTIONS	
CHRISTIE'S - IN COURT	PLATINUM - IN COURT
CHAMBERS - IN COURT	TOWER - IN COURT
ROCKETOWN	GREYHOUND

DESIGN & ENGINEERING

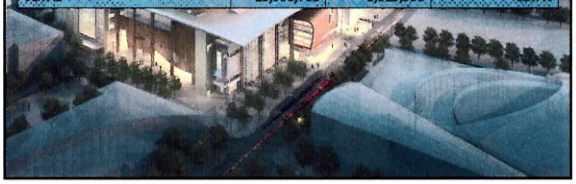
	Budget	Paid to Date	% Complete
Design & Engineering Contract*	36,625,000	28,707,437	78.4%
Design Reimbursable expenses	1,313,000	561,549	42.8%
Program Consultants	296,854	296,854	100.0%
Preliminary Design Consultants	32,530	32,530	100.0%
Geotechnical & Testing Consultant	1,500,000	281,199	18.7%
Off-Site Design Consultant Pre-Development Expenses	168,380	168,380	100.0%
Master planning	253,920	0	0.0%
TOTAL	40,189,684	30,047,949	74.8%

*The design team includes the following consultants:

Architect	Structural Engineer	Mechanical, Electrical, & Plumbing Engineer
Interior Designer	Civil Engineering	Fire Protection Engineering
Graphics Designer	Parking Designer	Lighting Designer
Data and Telecom		Stage and Theatrical Designer

MUSIC CITY CENTER
PROJECT MANAGEMENT

	Budget	Paid to Date	% Complete
Pre-Development PM Consultant	2,299,967	2,299,967	100.0%
Staff Payroll and Benefits Details on following slide	7,751,925	1,425,750	18.4%
Authority Expenses Details on following slide	941,865	204,278	21.7%
TOTAL	10,993,758	3,929,995	35.7%



MUSIC CITY CENTER
PROJECT MANAGEMENT

Staff Payroll and Benefits - detail	Budget	Paid to Date	% Complete
CCA Direct Payroll	7,069,603	1,384,909	19.6%
Insurance & Benefits	682,322	40,841	6.0%
TOTAL	7,751,925	1,425,750	18.4%

Authority Expenses - detail	Budget	Paid to Date	% Complete
Utilities, Communication & Data	168,437	4,026	2.4%
Printing, Drawings, Renderings & Shipping	145,798	11,333	7.8%
Office Supplies, Safety & Admin Expenses	179,300	21,855	12.2%
Travel	45,000	7,257	16.1%
Setup of original & modular offices	220,330	159,468	72.4%
Community Affairs & Outreach	183,000	340	0.2%
TOTAL	941,865	204,278	21.7%

PROJECT INSURANCE & PROGRAMS

	Budget	Paid to Date	% Complete
OCIP Program Details on the following slide	5,669,158	1,456,534	25.7%
Additional Claims Reserve	796,800	0	0%
Builder's Risk Policy	771,000	257,000	33.3%
CCA Insurance Policies	222,364	51,591	23.2%
Workforce Development Program	175,000	49,031	28.0%
Surety Assistance Program	228,000	116,411	51.1%
On-Site Medical Program	390,000	0	0.0%
TOTAL	8,252,322	1,930,567	23.4%

OCIP PROGRAM DETAIL

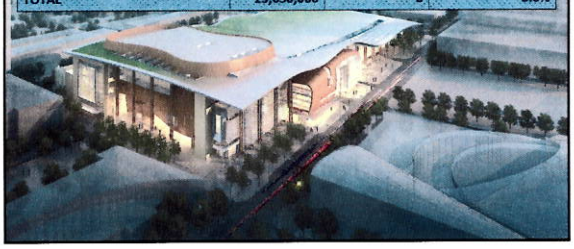
	Budget	Paid to Date	% Complete
Worker's Compensation	1,186,370	194,240	16.4%
General Liability	513,584	84,024	16.4%
Umbrella Coverage	347,416	347,416	100.0%
Excess - $25 Million	155,288	151,500	97.6%
Excess - $50 Million	151,500	151,500	100.0%
Brokerage Fees	675,000	187,854	27.8%
Initial Consultant	40,000	40,000	100.0%
Prefunded Losses Account	1,000,000	300,000	30%
Security Trust	1,600,000	0	0%
TOTAL	5,669,158	1,456,534	25.7%

Legal, Financing & Consultants

	Budget	Paid to Date	% Complete
General Legal Expenses	1,000,000	408,126	40.8%
Metro Finance Services	525,000	0	0.0%
Project Audits	200,000	0	0.0%
Financial Feasibility Consultant	282,740	282,740	100.0%
Pre-Development PR & Marketing	861,740	861,740	100.0%
TOTAL	2,869,480	1,552,606	54.1%

FF&E and Pre-Opening Operations

	Budget	Paid to Date	% Complete
Music City Center FF&E	9,650,000	0	0.0%
Art	2,000,000	0	0.0%
Pre-Opening Operations	2,000,000	0	0.0%
TOTAL	13,650,000	0	0.0%



MUSIC CITY CENTER

BUDGET OVERVIEW

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CCA Project Management	10,993,758	1.9%
Project Insurance	8,252,322	1.4%
Legal, Financing & Consultants	2,869,480	0.5%
Furniture, Fixtures & Equipment	11,650,000	2.0%
Pre Opening Operations	2,000,000	0.3%
TOTAL	585,000,000	100%

Metropolitan Nashville
Office of Internal Audit

August 5, 2010

INTERNAL AUDITORS

- Keep an eye on the organization climate
- Serve as a safety net for an organization
- Find out what's working and what's not

25

OUR MISSION

The Office of Internal Audit is an **independent appraisal** agency established to ensure and enhance the **integrity, equality, accountability, effectiveness, and efficiency** of service activities, and to pursue an atmosphere of honesty and mutual trust within the Metropolitan Government of Nashville and Davidson County.

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REPORTING STRUCTURE

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METROPOLITAN NASHVILLE AUDIT COMMITTEE

- *Bob Brannon - TSCPA Nashville Chapter*
- *Brack Reed – Nashville Area Chamber of Commerce*
- *Diane Neighbors – Vice Mayor*
- *Rich Riebeling – Director of Finance*
- *Walter Hunt – Council Representative*
- *Ronnie Steine – Council Representative*

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LUMP SUM CONTRACT RISKS

Source: McGovern & Greene LLP

- Specified quality materials not used
- Specified construction method not used
- Specified services not provided
- Unapproved credit alternates implemented
- Contract quantities not installed

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LUMP SUM CONTRACT RISKS

Source: McGovern & Greene LLP

- Allowances not properly adjusted
- Required bonds not obtained
- Required insurance coverage not obtained
- Owner provided items not credited

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INTERNAL AUDIT OBJECTIVES

- Review controls to ensure materials and its installation complies with specifications
- Compliance with statue and contract requirements concerning:
  - •Legal Employment
  - •Prevailing Wages
  - •Medical Insurance
  - •Safety Training

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INTERNAL AUDIT OBJECTIVES

- Review diversity business enterprise composition and local labor participation
- Review construction managers expenses not included in lump-sum reimbursement
- Review change orders, back charges, claims and scope change
- Review project billings

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METRO NASHVILLE INTEGRITYLINE

www.tnwinc.com/MetroNashville
Or (877) 371-0676 Toll-free

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OTHER POTENTIAL AUDIT AREAS

- Intergovernmental agreements for infrastructure requirements
- Construction percentage of completion and time sensitive milestones
- Procurement solicitations, evaluations and awards
- Reasonableness of cost estimates
- Project management
- Conflict of interest / related parties

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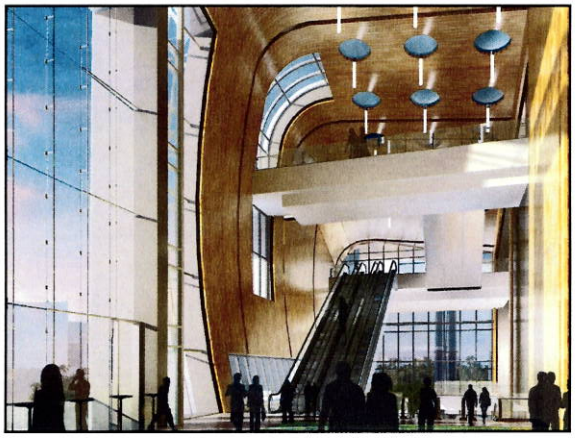


BELL CLARK
In Association with harmony

Procurement

- Curtainwall selection completed.
- Four networking sessions held in July.
- Mechanical, Plumbing, Fire-Protection rebid.
- NES Package One and DES have been awarded.
- All Bid Packages have been issued.
- 4 to 6 weeks to scope and analyze the bids.

Construction

Bomar/Mountain States/CCK

- Greyhound demo completed – excavation underway.
- Foundations underway 7th to 8th Ave.
- Grey storage tank substantially completed.
- Tunnel work for Bridgestone 75% complete.
- Access to Bridgestone from 5th Ave towards end of August.

BELL CLARK

In Association with harmony

Construction Cont.

CECO

- 4th crane is up and running.
- Columns being poured from 6th to 7th Ave.
- 6,000 yds of 110,000 yds poured.
- 700 tons of 12,000 tons of reinforcing placed.
- First slab-on-grade pour scheduled for next week.

UTILITIES

- Conti beginning electrical ductbank.
- Underground plumbing underway.
- NES and DES schedule being finalized.

Hotel Tax Collection

As of May 31, 2010

	5% Tax FY 08-09	5% Tax FY 09-10	5% Tax % Change	Additional Net MCC Taxes FY 08-09	Additional Net MCC Taxes FY 09-10	Additional Net MCC Tax % Change
July	$2,257,815	$1,850,177	-18.05%	$1,370,632	$1,205,046	-12.08%
August	$2,091,987	$1,709,551	-18.28%	$1,300,269	$1,142,065	-12.17%
September	$1,807,532	$1,767,539	-2.21%	$1,094,057	$1,124,542	2.79%
October	$2,426,977	$2,155,206	-11.20%	$1,373,702	$1,303,494	-5.11%
November	$2,032,881	$1,826,391	-10.16%	$1,136,580	$1,097,561	-3.43%
December	$1,839,033	$1,768,126	-3.86%	$1,047,214	$1,066,713	1.86%
January	$1,510,652	$1,450,766	-3.96%	$946,609	$922,269	-2.57%
February	$1,777,679	$1,652,217	-7.06%	$1,058,263	$1,051,840	-0.61%
March	$1,833,711	$2,099,964	14.52%	$1,118,420	$1,259,798	12.64%
April	$1,882,543	$1,989,241	5.67%	$1,178,482	$1,207,303	2.45%
May	$1,835,817	$1,796,339	-2.15%	$1,148,024	$1,297,854	13.05%
June	$2,109,245			$1,286,891		
YTD Total	$21,296,627	$20,065,517	-5.78%	$12,772,252	$12,678,485	-0.73%

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

Music City Center Tax Collection

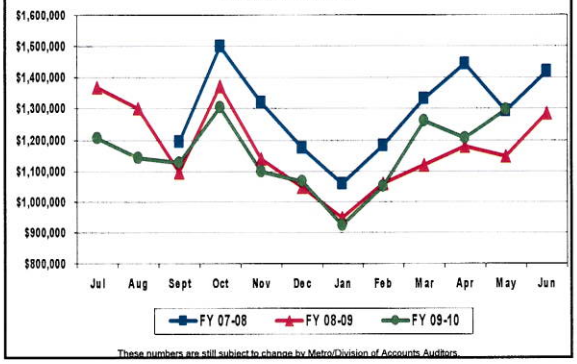
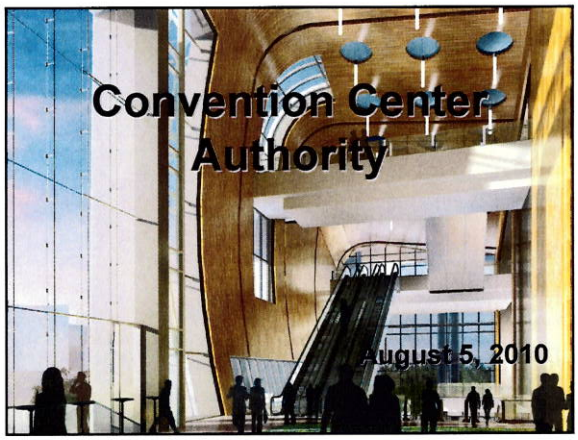
May 2009 vs. 2010

	2009	2010	Variance
Gross 1% Occupancy Tax	$367,163	$359,268	-2.15%
Secondary TDZ 1%	($80,451)	($1,953)	-97.57%
Net 1% Occupancy Tax	$286,712	$357,315	24.63%
$2 Room Tax	$734,795	$816,377	11.10%
Contracted Vehicle	$30,215	$27,343	-9.50%
Rental Vehicle	$96,302	$96,818	0.54%
Total Net MCC	$1,148,024	$1,297,854	13.05%

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

MCC Net Tax Collections

As of May 31, 2010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