

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Workshop
Murfreesboro Municipal Airport – Business Center
August 10, 2022 – 11:30 AM

Action Items

1. Community Investment Program Funds Transfer (Administration)
2. FY23 Budget Amendment Ordinance (Administration)
 - a. First Reading: Ordinance 22-O-29
3. Murfreesboro Aviation Lease Extension Agreement (Airport)
4. Settlement Agreement for City v. Compton (Legal)
5. Development Agreement with Notes Live, Inc.

Workshop Items

6. June Dashboard (Administration)

Licensing

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 08/10/2022

Item Title: Community Investment Program Funds Transfer

Department: Administration

Presented by: Erin Tucker, Budget Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Community Investment Program (CIP) funds transfers for various projects

Background Information

The FY19 Loan included funding for a Fire Rescue Quint Apparatus and the FY21 Bond included funding for a Pumper Apparatus. The Quint Apparatus was overbudgeted and the Pumper Apparatus was underbudgeted. Staff requests transferring the remaining proceeds of \$182,240 in the Quint Apparatus line item to the Pumper Apparatus line.

At the June 30, 2022, City Council meeting, Council approved the use of 2016 and 2022 Bond proceeds to fund the Parking Garage Phase 2 project. This transfer needs to be recorded to reflect use of \$246,000 in 2016 Bond interest proceeds and \$120,000 from FY22 Training Center Parking lot proceeds for the Parking Garage project.

Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfers within the CIP Funds will have no effect on the total CIP Funds balance.

Attachments

1. CIP Funds Transfer Request
2. Parking Garage Project Council Communication



creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2016 Bond / 2022 Bond

Transfer CIP funds from:

Training Center Parking (2022 Bond) \$ (120,000.00)

Investment Earnings (2016 Bond) \$ (246,000.00)

Transfer CIP funds to:

Parking Garage Sprinkler (2022 Bond) \$ 120,000.00

Parking Garage Sprinkler (2016 Bond) \$ 246,000.00

TOTAL TRANSFER \$ (366,000.00)

TOTAL TRANSFER \$ 366,000.00

Explanation: Funds are needed for the Parking Garage Spinkler Phase 2 project. It has been requested that \$120,000 be transferred from the Training Center Parking Lot and \$246,000 be transferred from the 2016 Bond investment earnings.


Budget Director Signature

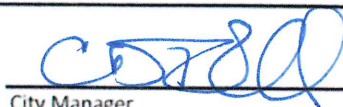
8-3-22
Date

Vicki J. Massey
Reviewed by Finance

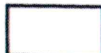
8/2/2022
Date

Approved




City Manager

Declined



8-3-22
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



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CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2019 Loan


Transfer CIP funds from:

Transfer CIP funds to:

Quint 21-01 (Ladder 11)	\$	(182,240.10)	Pumper 21-01 (Engin 5)	\$	182,240.10
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TOTAL TRANSFER	\$	(182,240.10)	TOTAL TRANSFER	\$	182,240.10
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Explanation: It has been requested that the remaining \$182,240 balance in the Quint 21-01 (Ladder 11) line item be transferred to Pumper 21-01 (Engine 5) line item increasing the available balance to \$197,643.03.


Budget Director Signature

8-3-22
Date

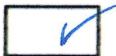
Vicki J. Massey

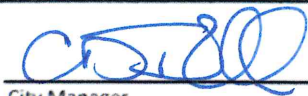
8/2/2022

Reviewed by Finance

Date

Approved




City Manager

Declined



8-3-22
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 06/30/2022

Item Title: Contract Approval–City Hall Parking Garage Sprinkler Renovation Phase 2

Department: Administration

Presented by: Scott Elliott, Project Development Manager

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Contract approval for City Hall Parking Garage Sprinkler Renovation Project Phase 2.

Staff Recommendation

Approval of contract with Rice Construction for Phase 2 of the City Hall Parking Garage Sprinkler Renovation.

Background Information

In October of 2021, staff requested funding and permission to contract for Phase 1 of the City Hall Parking garage sprinkler renovation which was for replacement of main service line piping. That phase is complete, and City staff issued a bid on May 16, 2022 for Phase 2 of the project. Phase 2 addresses replacing existing branch line piping, sprinkler heads and sprinkler valves that need replaced. Rice Construction was awarded the bid at a price of \$533,470.

Council Priorities Served

Maintain public safety

This approval allows the parking garage sprinkler system improvements to reach final completion, ensuring a safe parking garage.

Operational Issues

This project will extend the life of the sprinkler system and keep it fully functional.

Fiscal Impact

Funding for this \$533,470 expenditure is from reallocated CIP funds from 2016 and 2022 bonds. The County will reimburse the City for 31.5% of the project cost.

Attachments

Contract with Rice Construction

COUNCIL COMMUNICATION

Meeting Date: 08/10/2022

Item Title: FY23 Budget Amendment Ordinance

Department: Administration

Presented by: Erin Tucker, Budget Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Amendment to the City's FY23 Budget.

Staff Recommendation

Approve Ordinance 22-O-29, amending the City's budget.

Background Information

GENERAL FUND

FY22 Reserve Adjustments

The FY23 Budget includes carryforward of funding from FY22 that were budgeted but not spent before June 30, 2022. The budgeted carryforward should be adjusted as follows:

Parks & Recreation

The Siegel office building project has been deferred. The FY23 budget reflects \$1,394,200 in carryforward funds from FY22, however the actual carryforward amount is \$1,438,332. The grant funds allocated for this project will be reallocated to the Fire Rescue and Parks & Recreation Administrative office build-out.

Economic Development

The Downtown Parking Study should be reduced by \$48,914 to reflect FY22 expenditures and the remaining contract balance of \$21,087.

Fire Rescue

The Fire Rescue department has \$21,975 in expenditures carrying forward from FY22 to FY23. This includes a reduction to the budget for the fire apparatus by \$9,950, an increase to the budget for repairs and maintenance of \$28,482 and an increase to miscellaneous equipment purchases of \$3,444.

Police

The Police department budget did not include the carryforward of \$725,000 for the grant funded Public Safety Camera System. An additional \$706,070 was not budgeted for the carryforward of previously budgeted equipment, including the real time crime

information center, license plate recognition software and body camera equipment subscription services. Once implemented, the license plate recognition software and body camera equipment subscription services will be an annual expense.

FY23 Budget Amendment

The following items are budget amendments to the Unassigned Fund Balance for the FY23 budget:

Communications

As part of the new Comcast Franchise Agreement, the Communications department received a \$100,000 Government Access Channel Equipment grant for communications equipment. This amendment reflects the increased grant revenues and expense.

Community Development

In FY23, the City was awarded a HOME grant that includes grant revenues of \$505,298 and a one-time local match of \$244,702, which is funded from Unforeseen. Council approved this grant agreement at the July 21, 2022, City Council meeting. This amendment will reflect the increased grant revenues and expenditures.

Council Priorities Served

Responsible budgeting

The budget amendments reflect the increased expenses for the specified funds.

Fiscal Impact

The amendment to the FY23 Budget will decrease the FY22 Reserved Carryforward Fund Balance by \$1,448,264. There is no impact to Unassigned Fund Balance.

Attachments

1. FY23 Budget Ordinance 22-O-29 and Exhibit A

ORDINANCE 22-O-29 amending the 2022-2023 Budget (1st Amendment).

WHEREAS, the City Council adopted the 2022-2023 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 22-O-11, on June 8, 2022 to implement the 2022-2023 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2022-2023 Budget and authorized full-time position counts adopted by this Ordinance to incorporate expenditure and hiring decisions made during the 2022-2023 fiscal year.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The 2022-2023 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. The 2022-2023 Authorized Full-time Position Counts adopted by the City Council is hereby revised and amended as shown on Exhibit B, attached hereto.

SECTION 3. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2022-2023 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
Community Development	Federal Grant - HOME	\$ -	\$ 505,298.00	\$ 505,298.00
Communications	Other Grant Revenue	\$ -	\$ 100,000.00	\$ 100,000.00
				<u>\$ 605,298.00</u>
<u>Expenditures</u>				
<u>Assigned</u>				
Parks & Recreation	Building Expense - DA21	\$ 1,394,200.00	\$ -	\$ (1,394,200.00)
Police	Machinery & Equipment - DA21	\$ -	\$ 725,000.00	\$ 725,000.00
Fire	Machinery & Equipment - DA21	\$ 2,739.61	\$ 5,167.56	\$ 2,427.95
Fire	Transportation Equipment - DA21	\$ 57,528.28	\$ 42,045.23	\$ (15,483.05)
Other General Government	Unforeseen Grant Expenses - DA21	\$ -	\$ 1,281,377.32	\$ 1,281,377.32
Other General Government	Unforeseen Expenses	\$ -	\$ 156,955.22	\$ 156,955.22
Fire	Transportation Equipment	\$ -	\$ 3,104.35	\$ 3,104.35
Fire	Machinery & Equipment	\$ 110,535.00	\$ 112,981.00	\$ 2,446.00
Fire	Computer Equipment	\$ 14,400.00	\$ 15,398.00	\$ 998.00
Fire	Repair & Maintenance - Hose & Nozzles	\$ 24,100.00	\$ 39,836.00	\$ 15,736.00
Fire	Repair & Maintenance - Other Machinery & Equipment	\$ 45,000.00	\$ 57,746.00	\$ 12,746.00
Police	Machinery & Equipment	\$ 28,400.00	\$ 734,470.00	\$ 706,070.00
Economic Development	Contractual Services	\$ 195,000.00	\$ 146,086.39	\$ (48,913.61)
<u>Unassigned</u>				
Communications	Grant Expense		\$ 100,000.00	\$ 100,000.00
Community Development	Home Grant Expense	\$ -	\$ 505,298.00	\$ 505,298.00
				<u>\$ 2,053,562.18</u>
CHANGE IN ASSIGNED FUND BALANCE (CASH)		\$ (8,604,912.18)	\$ (7,156,648.00)	\$ (1,448,264.18)
CHANGE IN UNASSIGNED FUND BALANCE (CASH)		\$ (1,281,632.00)	\$ (1,281,632.00)	\$ -
TOTAL CHANGE IN FUND BALANCE (CASH)		\$ (9,886,544.18)	\$ (11,334,808.36)	(1,448,264.18)

COUNCIL COMMUNICATION

Meeting Date: 08/10/2022

Item Title: Murfreesboro Aviation Lease Extension Agreement

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Extension of Lease Agreement with Murfreesboro Aviation.

Staff Recommendation

Recommend approval of an extension of the Lease Agreement with Murfreesboro Aviation.

Background Information

Murfreesboro Aviation is a Commercial Operator that has been in business since 2011. Currently, Murfreesboro Aviation employs 32 people: four administrators, nine aircraft mechanics and avionics technicians, and 19 flight instructors. This tenants also provides ground power unit services and assists with disabled aircraft and snow removal.

This Lease Extension Agreement provides annual rent adjustment by a fixed 4%, which is consistent with the other Commercial Operator Lease Agreements. The term is also extended five years with a five-year renewal option.

Council Priorities Served

Improve economic development

Maintaining excellent working relationships and lease agreements with the Airport's Commercial Operators supports and sustains consistent levels of service required by the aviation flying community.

Fiscal Impact

This lease will provide \$33,192 revenue to the airport starting July 1, with an annual increase of 4%.

Attachments

Lease Extension Agreement

LEASE EXTENSION AGREEMENT

This LEASE EXTENSION AGREEMENT ("Lease") is made and entered into as of the 1st day of July 2022 by and between THE CITY OF MURFREESBORO, a municipal corporation existing under the laws of the State of Tennessee, hereinafter referred to as "City, and JKG, LLC d/b/a Murfreesboro Aviation, hereinafter referred to as "JKG".

RECITALS:

A. City and JKG entered into a Lease Agreement ("Lease") for a term from May 15, 2013, through June 30, 2015, concerning certain real property at the Murfreesboro Airport.

B. Prior to June 30, 2015, JKG notified the City of its intent to exercise JKG's option to extend the Lease for an additional term of five (5) years.

C. On September 1, 2015, City and JKG thereafter agreed to an Amendment of the Lease to extend the term of the Lease Agreement through June 30, 2020, with a five-year renewal option with the rent to be adjusted each year based on the previous year's Consumer Price Index – Southern Urban index.

D. On March 2, 2020, JKG notified the City of its intent to exercise JKG's option to extend the lease through June 30, 2025.

E. During the course of the lease, JKG, with permission from the City, placed a temporary storage building ("Temporary Building") on the Leased Property.

F. At the request of JKG, the parties agree to certain modifications to the Lease Agreement, as amended, as follows:

NOW, THEREFORE, the parties hereto agree as follows:

1. The term ("Term") of this Lease is extended from July 1, 2022 to June 30, 2027. Lessee has the option to extend this Lease for one (1) additional five-year term after June 30, 2027. Lessee is required to give ninety (90) days notice to the Airport Director to exercise the renewal option or anytime the Lessee requests to terminate the Lease Agreement.

2. Effective as of July 1, 2022, and annually thereafter on July 1st, rent shall be adjusted to increase by an amount equal to four percent (4%).

3. The City recognizes the continued use of the Temporary Building as a permissive use under the Lease only until such time as additional space at the Murfreesboro Airport is identified and made available for JKG to expand.

4. Except as specifically amended hereinabove, all other terms and provisions of the Lease are hereby ratified and confirmed.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

ATTEST:

Jennifer Brown, City Recorder

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

JKG, LLC
d/b/a Murfreesboro Aviation

By: _____
Member

Jim Gardner, Guarantor

Recommended by Airport Commission: _____

Approved by City Council: _____

COUNCIL COMMUNICATION

Meeting Date: 08/10/2022

Item Title: Settlement Agreement for City v. Compton

Department: Finance

Presented by: Jennifer Brown, Finance Director

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Settlement agreement for eminent domain case with Jerry D. Compton.

Staff Recommendation

Approve payment of settlement amount

Background Information

The City filed an eminent domain action against Jerry Compton for right-of-way and easement at 903 Memorial Boulevard, at the intersection with Lokey Avenue (now Medical Center Parkway). After obtaining an order of possession of the necessary property, the parties engaged in extensive pretrial discovery regarding value of the subject property and damage to the remainder. Based upon this discovery and negotiations between the City and counsel for Dr. Compton, the parties have agreed, subject to Council approval, to a settlement in the total amount of \$600,000. This total amount is comprised of the City's original tender amount, plus an additional \$540,850.

Council Priorities Served

Expand infrastructure

The intersection improvements at Memorial Boulevard and Medical Center Parkway have improved traffic flow and site triangles at the intersection, as well as providing connectivity from Memorial Boulevard to the Gateway district.

Fiscal Impact

The settlement amount of \$540,850, will be paid from CIP Funds as follows: \$354,850 from 2016 bond series investment earnings; \$44,411 from 2018 bond series proceeds; and \$141,589 from 2019 loan proceeds.

Attachments

CIP Funds Transfer Form



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CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2016 Bond / 2018 Bond / 2019 Loan

Transfer CIP funds from:

Transfer CIP funds to:

Investment Earnings (2016 Bond)	\$	(354,850.00)	Compton Land Acq Settlement (2016 Bond)	\$	354,850.00
Mercury Blvd Sidewalks (2018 Bond)	\$	(44,411.21)	Compton Land Acq Settlement (2018 Bond)	\$	44,411.21
New Salem Hwy Phase 1 (2019 Loan)	\$	(139,907.62)			
Robert Rose Right Turn Lane (2019 Loan)	\$	(1,681.17)	Compton Land Acq Settlement (2019 Loan)		141,588.79
TOTAL TRANSFER	\$	(540,850.00)	TOTAL TRANSFER	\$	540,850.00

Explanation: To fund the Compton Land Acquisition Settlement - Medical Center Parkway, it has been requested
that \$354,850 of the 2016 Bond investment earnings be transferred along with \$44,411.21 from Mercury Blvd
sidewalks, and the remaining balances in the line items for New Salem Hwy Phase 1 and Robert Rose Right Turn
Lane. The total amount to be transferred for this settlement will be \$540,850.


Budget Director Signature

8-3-22
Date

Vicki J. Massey
Reviewed by Finance

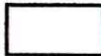
8/2/2022
Date

Approved




City Manager

Declined



8-3-22
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 08/10/2022

Item Title: Development Agreement with Notes Live, Inc.

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Development Agreement with Notes Live for development of a restaurant and entertainment venues.

Staff Recommendation

Approve development agreement with Notes Live, Inc.

Gateway Commission recommended approval unanimously on June 22, 2022.

Background Information

Notes Live owns and operates the Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall in Colorado Springs. These highly successful venues bring patrons and visitors from Colorado Springs and large surrounding areas to enjoy excellent food and top-tier entertainment. Notes Live is also developing an 8,000-seat outdoor venue, the Sunset Colosseum in Colorado Springs in close proximity to the other venues. The Sunset Colosseum is set to open in the Fall of 2023. Given their degree of success in Colorado Springs, Notes Live currently has under construction another Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall in Gainesville, Georgia. The Gainesville location have an opening date of first question 2023.

Notes Live has selected the City as its next location for the Bourdon Brothers Smokehouse and Tavern and Boot Barn Hall. Additionally, Notes Live proposes to develop a 4,500-seat Sunset Colosseum. There is a potential for Notes Live to incorporate into the Colosseum venue a Roth Seafood, another up-scale fine dining restaurant. The Project is projected to have \$37m one-time, construction related economic impact and \$50m annual impact upon full operations.

This development will be located on 18-acres of City land located at the southeast corner of Medical Center Parkway and Gateway Blvd. The impact of traffic and noise has been studied. This issue will be further addressed during the Planning process, which is the usual course to address these matters. Current study shows that traffic can be handled on Medical Center Parkway as it currently exists. Council, however, has approved expanding this roadway, along with the previously planned extension

of Gateway Blvd to Robert Rose Drive within a timeframe that is beneficial to the Project. Preliminary sound studies also do not reflect an issue arising from the development.

The land for the Project was purchased by the City in 1998 and has remained vacant for the past 24 years. The purchase price was approximately \$661,000. Noters live with purchase the land for \$3.267m; an approximately 400%. The purchase price will be paid over a 20-year period. Over this term, with property taxes, the annualized return on the land purchase is 5.2%.

Gross sales from the project are anticipated to total \$32.5m to \$40m, with an annual tax impact of approximately \$ 1.45m before the addition of the Roth Seafood and Chophouse. From a wage standpoint, during construction, the development will support approximately 132 jobs in the engineering, architectural, and construction trades. The average wage for these positions in Rutherford County is approximately \$54,000. Once the venues are open, approximately two executive management positions will be retained in the \$100-120k per year range, 10 full-time hospitality, food and beverage, security, marketing, and event management positions averaging above the average wage for the County. Additionally, there will be 190-200 operational support positions, of which 40% will be full-time.

The attention generated by the Notes Live Project will be instrumental in attracting additional economic development projects. The announcement of Murfreesboro as Notes Live selected site has generated interest in the development of two new hotel projects and the advancement of another planned hotel within walking distance of the Project. The Notes Live Project will make a positive change to the City's market perception, a critical need to attract office projects and associated white-collar jobs that previously have been difficult for the City to land.

Council Priorities Served

Improve economic development

Some economic development projects bring an overall benefit to the community by themselves. Other economic development projects draw significant attention from entities that are directing additional developments. These latter projects have a highly beneficial synergistic effect that enhances a community development profile.

Establish strong City brand

Development of entertainment and restaurant venues is an amenity for the community and adds to the City's brand.

Fiscal Impact

No direct operating or CIP budget impact.

Attachments

1. Development Agreement with Notes Live, Inc.
2. Economic Development Report - Notes Live Project

ATTACHMENT 1
Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”), by and between the City of Murfreesboro (“City”) and Notes Live, Inc., a Colorado corporation (“Notes Live”), is effective as of _____, 2022 (the “Effective Date”) for the purpose of directing the development of land owned by the City on Medical Center Parkway and Gateway Blvd with a specific economic development project detailed herein.

Recitals

- A. The City owns an 18.2-acre parcel of land located South of Medical Center Parkway and East of Gateway Boulevard, Rutherford County Assessor’s Parcel Number 091H-B-00500, (the “Property”).
- B. Notes Live has evaluated many potential sites for an entry into the Middle Tennessee market with its Bourbon Brothers Smokehouse and Tavern, Boot Barn Hall, and Sunset Music Colosseum concepts and associated parking facilities (the “Notes Live Venues”) and believes that the Property offers the best site for development of the Notes Live Venues.
- C. Notes Live Venues are proven concepts that will provide economic benefit to the community through an approximate \$30 million private investment creating employment and entertainment opportunities, enhancing private and governmental revenues, and serving as a catalyst for further economic development activities.
- D. Notes Live Venues will be part of the entertainment, hospitality, and tourism industries that are important components of the Nashville area and Middle Tennessee, and which will benefit Murfreesboro and Rutherford County by providing enhanced lifestyle amenities along with significant economic benefits that are consistent with the City efforts to increase these types of development by considering and planning an amphitheater facility within the City. The Notes Live Venues allows the City to secure this type of facility, along with other beneficial aspects of the proposed development and the associated broadcast media and will have a significant increase in the local economy thus enhancing the general welfare of the public.

Agreement

NOW, THEREFORE, for good and valuable mutual considerations, including but not limited to the community values and benefits to be achieved by the City and the profit and business values and benefits to be achieved by Notes Live, the receipt and sufficiency of all of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. The Project

- 1.1 The development project subject to this Agreement will consist of the Notes Live Venues, which are generally described as follows (“Project”):
 - a. Bourbon Brothers Smokehouse and Tavern (“BBST”) will be a full-service restaurant with seating for approximately 300 patrons and which will include a high-quality tasting room, rooftop patio, and a large integrated outdoor patio hosting area with outdoor fireplaces.
 - b. Bourbon Brothers Presents/Boot Barn Hall (“BBP”) will be an indoor music and event venue booking national touring artists as well as upcoming artists and local performers. It will be designed to handle approximately 500 patrons for fully seated

- events with 8-top tables and approximately 900 patrons in general admission style configurations.
- c. The Sunset Music Colosseum on the River (“SMC”) will be an open-air amphitheater facing the Stones River and Old Fort Golf Course, with 4,500 stadium-style seats, casual lawn seating, and 45 VIP Fire-pit Suites and seating for up to eight guests. SMC will be designed to be among the top open-air venues in the country, capable of hosting larger national touring acts from April through October.
 - d. A parking lot adequate to park SMC and serve the parking requirements of BBP, and which may incorporate offsite parking necessary to provide sufficient parking for these venues (“Shared Parking Facility”).
 - e. Infrastructure improvements required for development and use of the Project as set forth below.
 - f. In addition to constructing BBST, BBP, and SMC as provided herein, Notes Live may, in its sole discretion, also construct a Roth Seafood and Chophouse as a component of the SMC, which will be subject to the City review and approval otherwise provided herein and to adequate parking therefore being constructed.
- 1.2 The Project will be designed and constructed contemporaneously as an integrated, comprehensive, and coordinated development consistent with the Gateway Development Overlay Standards, Gateway Property Owners’ Design Standard, and substantially consistent with the Project Concept Plans, the latter of which is attached as Exhibit A.

2. The Property

- 2.1 The City, in its discretion, may cause the Property to be subdivided into two parcels approximately as shown on Exhibit B.
- a. Lot 1, which will be approximately 15 acres, upon which Notes Live will construct all components of the Project.
 - b. Lot 2, approximately 3.2 acres, upon which Notes Live will construct the Shared Parking Facility.
- 2.2 Notes Live will survey and define Lot 1 and Lot 2 in accordance with the final design of the Project, and the City will create a Plat Map reflecting a delineation of the Property substantially as set forth on Exhibit B attached hereto (the “Plat”); provided, however, that the City and Notes Live may agree to create a demising line for Lot 2 without a required survey and replating.
- b. After Notes Live submits and receives approval of a site plan from the City and the re-subdivided plat, if any, is approved, the City will convey Lot 1 and Lot 2 to Notes Live in exchange for the Purchase Obligation, as defined below.
 - c. The City and Notes Live will enter into contemporaneously with this Agreement an agreement that defines the development and use of Lot 2 for the Shared Parking Facility attached hereto as Exhibit C (“Use Agreement”).

- 2.3 Transfer of the Property will occur at the Office of Rick Mansfield, Attorney, 110 S. Maple Street, Murfreesboro TN 37130, or at such other place to which the Parties may agree, on or before the date 90 days after completion of the final Plat, at which time:
- a. the City will execute and record an appropriate re-subdivision plat of the Property;
 - b. the City will deliver an acceptable Special Warranty Deed to Lot 1 and Lot 2 without liens, encumbrances or, except as approved by Notes Live, other title exceptions;
 - c. the parties will execute and deliver the Use Agreement with respect to Lot 2.
 - d. each Party will execute other reasonably required documents or assurances normally required for a commercial real estate closing in Rutherford County, Tennessee
- 2.4 Notes Live will be solely responsible for any Title Commitment or Title Insurance Policy it may elect to obtain.
- 2.5 Notes Live will pay all costs associated with the transfer of the Property in accord with the normal practices for a commercial real estate closing in Rutherford County, Tennessee.

3. Purchase Obligation

- 3.1 For purposes of this Agreement and in consideration of the economic benefits that the Project brings to the City, the City will sell to Notes Live the Property for \$3,267,000 ("Purchase Price").
- 3.2 The Purchase Price will be paid in 20 equal installments of \$163,350 beginning on July 1st following the issuance of a certificate of occupancy for any of the Notes Live Venues and continuing each July 1st thereafter until paid in full ("Purchase Price Payments").
- 3.3 The City will hold a promissory note that reflects the payments terms of Section 3.2 and a secured lien against the property for the unpaid balance of the promissory note that will be subordinate in second position to any security interest held against the property for purposes of financing by Notes Live through a fully amortizing note with a term not greater than 30 years; provided, however, that the financing in primary position cannot be held for purposes of funding on-going operational expenses or any type of revolving loan facility.
- 3.4 In the event any of the Notes Live Venues cease to operate fully in the manner designed, which includes the failure of SMC for a period of two consecutive seasons (April to October) to host a minimum of five ticketed events with more than 2,500 paid attendees, or should any of the venues be transferred other than as provided herein, Notes Live will pay to the City an amount equal to the \$15.74 per square foot of the final size of Lot 1 less any Purchase Price Payments received by the City.

4. Shared Parking Facility.

- 4.1 Upon conveyance of Lot 1, the parties will execute the Use Agreement, permitting Notes Live to improve and use Lot 2 for the Shared Parking Facility.
- 4.2 Under the Use Agreement, among other provisions, Notes Live will have priority use for events at BBP and SMC while permitting the City to use the Shared Parking Facility as a trailhead for its Greenway Trail System and to schedule other City events utilizing the Shared Parking Facility.

- 4.3 The Use Agreement will incorporate terms and conditions related to parking lot on Lot 2 that are necessary to assure adequate and convenient parking is provided for the Project.
- 4.4 The Use Agreement will provide that Notes Live is responsible for management of the Shared Parking Facility and entitled to all parking fees and other revenue generated therefrom by Notes Live.
- 4.5 In addition to the Share Parking Facility, the City is considering improvement of the approximately nine acres owned by the City east of Fire Station 4 and West Fork of the Stones River that is only suitable for development as parking and which will serve as ancillary parking related to events in the Gateway. Such improvement will be available to assist with overflow parking for the Notes Live Venues when needed.

5. Zoning

- 5.1 Notes Live understands that the Property is currently zoned MU (Mixed Use) with a GDO-3 Overlay, and that the GDO-3 Overlay requires certain enhanced design, development, and construction standards, including that architecture and Site Plans be submitted to and approved by the Gateway Design Review Committee concurrent with submission to the Planning Commission.
- 5.2 The parties contemplate that Notes Live will apply to have a Planned Sign Overlay or a Planned Entertainment Overlay (which the City is in the process of creating) that will supplement the zoning of the Property and will require approval by the Planning Commission and City Council.

6. Construction Requirements

- 6.1 Prior to construction of the Project, including site preparation, Notes Live will secure approval of appropriate master plans, grading plans, site plans, and construction plans as required by the City Zoning Ordinance and Building Codes Department and the issuance of appropriate permits, all of which will be in full accord with City Subdivision Regulations and Street Design Specifications and subject to all applicable City Ordinances, Codes, and requirements.
- 6.2 Infrastructure Improvements
 - a. Notes Live will construct the necessary on-site water, sewer, reuse water, and stormwater improvements necessary to serve the Project consistent with City standards and funding for such construction may include contributions from the City and/or third-party property owners.
 - b. Notes Live will construct the following roadway improvements necessary or incident to the development and operation of the Project as definitely set forth in Exhibit D:
 - 1. Dedicated turn lanes from eastbound and westbound Medical Center Parkway into the Property at the Fountains Crossover.
 - 2. An additional dedicated left-turn lane on northbound Gateway Boulevard onto Medical Center Parkway.

3. A private street (“Access Street A,” as further defined on Exhibit D) into the Property from Medical Center Parkway along the eastside of the Property aligning with the private drive into the Fountains at the eastside of the Fountains property, with dedicated right and left turn lanes from Medical Center Parkway into the Property and developed in coordination with the Swanson Developments, LP, property to the east of the Property constructed in accordance with public street standards except for required setbacks.
 4. A complete compliment of traffic signal elements at the intersection of Medical Center Parkway and Access Street A.
 5. A street stub from Access Street A into the Swanson Developments, LP, property located to the east of the Property.
 - c. Notes Live will construct the section of the Greenway Trail adjoining the Stones River on the southern boundary of the Property, for which the City will provide the necessary design and construction documents.
- 6.3 SMC will be designed and constructed to ensure SMC events comply with the City’s Noise Ordinance in effect of the completion of construction.
- 6.4 Construction of the Project, which will be indicated by the initiation of site preparation, will begin within 60 days of the issuance by the City of a Land Disturbance Permit (“Initiation Date”), which must be submitted no later than June 1, 2023.
- a. Should Notes Live fail to begin construction by the Initiation Date, unless extended by the City for good cause, Notes Live will transfer Lot 1 and Lot 2 back to the City.
 - b. Construction of BBST and BBP will be completed within 18 months of the City’s issuance by of a Land Disturbance Permit (“BB Completion Date”) and construction of SMC must be completed within 24 months of the City’s issuance of a Land Disturbance Permit (“SMC Completion Date”). Completion of construction will be indicated by the City’s issuance of a certificate of occupancy, which may not be unreasonable withheld or delayed.
 - d. In the event construction of the BBST and BBP are not completed by the BB Completion Date or construction of SMC is not completed by the SMC Completion Date:
 1. the City will provide Notes Live written notice of the requirements for issuance of a certificate of occupancy within 90 days following the notice; and
 2. thereafter, except as provided in Section 10.11, if the BB Completion Date or the SMC Completion Date remains unmet after expiration of the notice period provided in Section 6.4(d)(1), Notes Live will pay to the City without the requirement of any additional notice an amount equal to the installment payment set forth in Section 3.2 for each additional 90-day period in which the BB Completion Date or the SMC Completion Date remains unmet, and

such payments will be credited against the Purchase Price (“Construction Delay Recovery”).

3. In the event the BB Completion Date or the SMC Complete Date remains unmet for three payments of the Construction Delay Recovery, Notes Live will pay to the City the amount set forth in Section 3.4 less any paid Construction Delay Recovery.

7. Representations and Warranties.

7.1 Notes Live represents and warrants to the City the following:

- a. Notes Live is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Colorado;
- b. Notes Live is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, including the State of Tennessee, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
- c. Notes Live has the full right, corporate power, and authority to enter into this Agreement and to be bound to and perform the obligations set forth herein;
- d. The execution of this Agreement by the individual or individuals whose signature or signatures appear below and the delivery of this Agreement has been duly authorized by all necessary corporate actions on the part of Notes Live;
- e. The execution, delivery, and performance of this Agreement by Notes Live does not violate, conflict with, require consent under or result in any breach or default under Notes Live’s organizational documents (including its certificate of incorporation and by-laws or with or without notice or lapse of time or both, the provisions of any material contract or agreement to which Notes Live is a party or to which any of its material assets are bound (“Notes Live Contracts”));
- f. This Agreement has been executed, and delivered by Notes Live and constitutes the legal, valid, and binding obligation of Notes Live, enforceable in accordance with its terms;
- g. The Agreement is in material compliance with all applicable Laws and Notes Live Contracts relating to this Agreement and the operation of its business;
- h. Notes Live has obtained or will timely obtain all licenses, authorizations, approvals, consents, or permits required by applicable Laws (including the rules and regulations of all authorities having jurisdiction over the sale of alcoholic beverages) to conduct its business generally and to perform its obligations under this Agreement;
- i. Notes Live has the requisite resources, skill, experience, and qualifications to perform all of the obligations under this Agreement in a professional manner; and
- j. Notes Live has secured or will timely secure the full right, power, and authority (by ownership, license, or otherwise) to use patents, copyrights, trademarks, or other

intellectual property embodied in the services or goods used in performing the services required under the terms and conditions of this Agreement.

- 7.2 The City represents and warrants to Notes Live the following:
- a. The City is a municipal corporation chartered under a Private Act of the General Assembly of the State of Tennessee;
 - b. The City, upon the approval of this Agreement by the City Council in a duly noticed public meeting, has the right and authority to enter into this Agreement and to perform its obligations hereunder;
 - c. This Agreement, contingent upon the condition set forth in (b), constitutes the legal, valid, and binding obligation of the City; and
 - d. The City is vested with good and marketable title to the Property.
- 7.3 Neither party, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, all of which are expressly disclaimed, and the parties acknowledge they have not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in herein.

8. Notices

- 8.1 Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).
- 8.2 Notices must be sent to the respective parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

If to City:	with a copy to:
City Manager City of Murfreesboro 111 West Vice Street Murfreesboro, TN 37130 Email: ctindall@murfreesborotn.gov	City Attorney City of Murfreesboro 111 West Vice Street Murfreesboro, TN 37130 Email: atucker@murfreesborotn.gov
If to Notes Live:	with a copy to:
Notes Live 1744 Telstar Drive Suite 500 Colorado Springs CO, 80920 Attn: JW Roth	W. Wade Beavers Capital Law & Advisory Partners, LLC 319 Boulevard Gainesville, GA 30501 Email: wbeavers@caplawpartners.com

9. Assignment.

- 9.1 Notes Live may not assign any of its rights or delegate any of its obligations under the Agreement to any entity not owned by, or under common control with Notes Live without the prior written consent of the City; provided, however, notwithstanding the City's consent, if given, this Agreement remains binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns and, therefore, no assignment or delegation relieves the assigning or delegating party of any of its obligations hereunder. Notwithstanding anything herein or elsewhere to the contrary, the City acknowledges and agrees that the development obligations of Notes Live will be financed by a third-party lender, that nothing herein may limit or restrict the right of Notes Live to pledge Lot 1 and Lot 2 as collateral for such financing, and that the City (upon request) will execute and deliver such subordination documents as may be reasonably requested by such lender in connection therewith.
- 9.2 The City acknowledges that Notes Live may assign a portion of its rights under this Agreement with respect to SMC to another entity for purposes of financing, the consent for which the City will not unreasonably withhold, condition, or delay; provided, however, that Notes Live will remain joint and severally obligated with any assignee on the obligations with respect to the Event Threshold and the Threshold Payment.
- 9.3 Any purported assignment or delegation in violation of this section is null and void.

10. Miscellaneous

- 10.1 This Agreement and all related Exhibits constitute the sole and entire agreement of the parties with respect to the subject matter address herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
- 10.2 This Agreement sets forth the terms and condition of a commercial transaction and the City does not waive or alter any of its governmental authority to address matters under federal or state statute and regulations, the City's ordinances, or the City's police powers.
- 10.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 10.5 No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized individual on behalf of the waiving party. No waiver by any party operates or may be construed as a waiver in respect of any failure, breach, or default not expressly identified by a written waiver, whether of a similar or different character, and whether occurring before or after the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof; nor does any single or partial

exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 10.6 The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 10.7 This Agreement is for the sole benefit of the parties hereto and Notes Live's permitted successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.8 This Agreement and all matters arising out of or relating thereto are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.
- 10.9 Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated thereby may only be instituted in the state courts of Rutherford County, Tennessee, and Notes Live irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Notes Live irrevocably and unconditionally waives any objection to venue of any suit, action, or proceeding in such courts and irrevocably waives and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 10.10 In the event that either party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement or arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the reasonable costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 10.11 No party is liable or responsible to the other party, nor may be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event must give notice within 10 days, or as soon as reasonably feasible, of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 10.12 Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employer-employee or agency relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of

the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

10.13 If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party will make such payment or delivery on the next succeeding Business Day.

10.14 Time is of the essence with respect to this Agreement.

[signatures appear on the following page]

EXECUTED to be effective as of the date of the last Party to sign, PROVIDED that this Agreement is of no force or effect unless and until approved by the Murfreesboro City Council and the governing board of Notes Live.

NOTES LIVE, INC.

By: _____

Its: _____

Date: _____

CITY OF MURFREESBORO

Authorized and approved by City Council
on _____.

By: Shane McFarland

Its: Mayor

ATTEST:

By: Jennifer Brown

Its: City Recorder

APPROVED AS TO FORM:

By: Adam Tucker

Its: City Attorney

EXHIBIT A
PROJECT CONCEPT PLAN

Preliminary plan is attached hereto. Final plan to be deemed incorporated herein upon completion and approval by the parties.

EXHIBIT B

PLAT

Preliminary delineation of the Property is attached hereto. Final Plat to be deemed incorporated herein upon completion and approval by the parties.

EXHIBIT C

FORM OF USE AGREEMENT

Final form of Use Agreement to be negotiated by the parties prior to Closing and deemed incorporated herein upon approval by the parties.

USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) by and between the City of Murfreesboro, a Tennessee Municipal corporation (“City”), and Notes Live, Inc., a Colorado corporation (“Notes Live”) is made as of the _____ day of _____, 2022 to provide for the use, maintenance, and repair of the Shared Parking Facility as defined herein.

Recitals

- A. Notes Live and the City entered into a Development Agreement on _____ that provides for the development by Notes Live of a Bourbon Brothers Steakhouse and Tavern (“BBST”), Boot Barn Presents/Boot Barn Hall (“BBP”), the Sunset Music Colosseum (“SMC”), and potentially a Roth Seafood and Chophouse (collectively, “Notes Live Venues”).
- B. That Development Agreement subdivided an 18.2 acre property owned by the City previously identified by the Rutherford County Assessor as Parcel Number 091H-B-00500 into two parcels now identified as _____, upon which are located the Notes Live Venues, and _____, upon which is located additional parking for BBP and SMC (the “Shared Parking Facility”).
- C. A diagram of the Shared Parking Facility is attached hereto as Exhibit A and is incorporated herein by reference.
- D. The parties hereto desire to enter into this Agreement defining the terms and conditions for use of the Shared Parking Facility.

Agreement

NOW THEREFORE, for good and valuable mutual considerations, including but not limited to the community values and benefits to be achieved by the City and the profit and business values and benefits to be achieved by Notes Live, the receipt and sufficiency of all of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. Shared Parking Facility Use

1.1 Notes Live Events

- a. The Shared Parking Facility serves the parking requirements of events scheduled at BBP and SMC (“Notes Live Events”); provided, however, Notes Live may utilize the Shared Parking Facility for other events not inconsistent with the general nature of the Notes Live Venues.
- b. Notes Live will have the exclusive right to use the Shared Parking Facility for Notes Live Events and will be responsible for setting up barrels, cones, and other appropriate barricades or directional resources up to 12 hours in advance of a Notes Live Event as necessary to secure the availability of parking, and likewise be solely responsible for directing traffic into and out of the parking facility in accord with traffic management plans established by the City.

1.2 City Events

- a. The City may use the Shared Parking Facility for City-sponsored events (“City Events”) and as trailhead parking for its Greenway Trail System, which the City will extend in the future along the adjoining Stones River.

- b. Notwithstanding the City use of the Shared Parking Facility, Notes Live Events will have priority use of the Shared Parking Facility and upon 10 business days' notice, the City will reschedule any City Events, defined below, planned for the Shared Parking Facility. For Notes Live Events that will not reasonably require all the Shared Parking Facility, the City and Notes Live will work together to allocate the area of the Shared Parking Facility such that both Notes Live Events and City Events can be held concurrently,
- c. That portion of the Shared Parking Facility closest to the Stones River will be designed and constructed to provide at least 15 spaces reasonably convenient for trailhead access. In the event the City provides an ADA accessible trail, the City may at its expense improve the trailhead parking to accommodate ADA requirements.

1.3 Fees, Advertising or Sponsorships

- a. Notes Live may impose and collect a fee for parking or use of the Shared Parking Facility during Notes Live Events. The City may impose and collect a fee for parking or use of the Shared Parking Facility for City Events.
- b. Notes Live has the right to market, sell, and install advertising or sponsorships materials, signage, and improvements on or within the Shared Parking Facility, which are subject to GDO-3 Standards and any adopted Planned Sign Overlay.
- c. Notes Live will reasonably assist the City and allow advertising of City Events when such advertising does not compete with or disrupt existing Notes Live advertising and does not violate any of Notes Live advertising or sponsorship agreements.

2. Shared Parking Facility Maintenance, Repair, and Security

- 2.1 Notes Live will be responsible for the maintenance (landscaping upkeep, cleaning, lining, etc.) and repair (resurfacing, filling potholes, replacing worn or damaged components (including any advertising or sponsorship components) of the Shared Parking Facility, including any security components installed for or on the Shared Parking Facility.
- 2.2 Notes Live will provide security for the Shared Parking Facility at all times, including appropriate security during Notes Live Events, except that the City will be responsible for providing appropriate security during City Events and for the use of the Shared Parking Facility trailhead access.
- 2.3 The City will be responsible for cleaning the Shared Parking Facility after a City Event and for maintaining the trail portion of trailhead adjoining the Shared Parking Facility consistent with the maintenance standards imposed upon Notes Live.

3. Term

This Agreement commences on the Effective Date and terminates on December 31, 2053 unless extended for such additional period or periods as to which the Parties may agree.

4. Insurance and Indemnification

- 4.1 During the Term of the Agreement, Notes Live must, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage, subject to the requirements set forth in Section 5.2:

- a. Commercial general liability with limits no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Notes Live under this Agreement;
 - b. Worker's compensation as required by Tennessee law;
 - c. Commercial automobile liability with limits no less than \$1,000,000, combined single limit for each occurrence involving personal injuries and/or property damage; and
 - d. Umbrella (excess) liability for the coverage in Section 5.1, with limits no less than \$5,000,000.
- 4.2 Notes Live will ensure that all insurance policies required pursuant to this Section:
- a. be issued by insurance companies with a Best's Rating of no less than A-VII;
 - b. provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Notes Live has new insurance policies in place that meet the requirements of this Section;
 - c. provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City is excess and non-contributory;
 - d. name the City of Murfreesboro as additional insureds; and
 - e. waive any right of subrogation of the insurers against the City.
- 4.3 Upon the written request of the City, Notes Live will provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section, and will refrain from any action that may or does invalidate such insurance.
- 4.4 Notes Live will indemnify, defend, and hold harmless without limitation the City and all of officials and employees resulting from any activity or condition of the Shared Parking Facility, except those arise from an activity related to a City Event, and which results in a claim in any form or forum.
- 4.5 This Section may not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring Notes Live to indemnify, defend, and hold the City harmless under this Agreement).
- 4.6 Nothing here may be construed as the City extending any indemnification, hold harmless, contribution, or any right to defense by the City to Notes Live.

5. Representations and Warranties.

- 5.1 Notes Live represents and warrants to the City the following:
- a. Notes Live is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Colorado;

- b. Notes Live is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, including the State of Tennessee, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
 - c. Notes Live has the full right, corporate power, and authority to enter into this Agreement and to be bound to and perform the obligations set forth herein;
 - d. The execution of this Agreement by the individual or individuals whose signature or signatures appear below and the delivery of this Agreement has been duly authorized by all necessary corporate actions on the part of Notes Live;
 - e. The execution, delivery, and performance of this Agreement by Notes Live does not violate, conflict with, require consent under or result in any breach or default under Notes Live's organizational documents (including its certificate of incorporation and by-laws, or with or without notice or lapse of time or both, the provisions of any material contract or agreement to which Notes Live is a party or to which any of its material assets are bound ("Notes Live Contracts");
 - f. This Agreement has been executed, and delivered by Notes Live and constitutes the legal, valid, and binding obligation of Notes Live, enforceable in accordance with its terms;
 - g. The Agreement is in material compliance with all applicable Laws and Notes Live Contracts relating to this Agreement and the operation of its business;
 - h. Notes Live has obtained or will timely obtain all licenses, authorizations, approvals, consents, or permits required by applicable Laws (including the rules and regulations of all authorities having jurisdiction over the sale of alcoholic beverages) to conduct its business generally and to perform its obligations under this Agreement;
 - i. Notes Live has the requisite resources, skill, experience, and qualifications to perform all of the obligations under this Agreement in a professional manner; and
 - j. Notes Live has secured or will timely secure the full right, power, and authority (by ownership, license, or otherwise) to use patents, copyrights, trademarks, or other intellectual property embodied in the services or goods used in performing the services required under the terms and conditions of this Agreement.
- 5.2 The City represents and warrants to Notes Live the following:
- a. The City is a municipal corporation chartered under a Private Act of the General Assembly of the State of Tennessee;
 - b. The City, upon the approval of this Agreement by the City Council in a duly noticed public meeting, has the right and authority to enter into this Agreement and to perform its obligations hereunder;
 - c. This Agreement, contingent upon the condition set forth in (b), constitutes the legal, valid, and binding obligation of the City: and
 - d. The City is vested with good and marketable title to the Property.

- 5.3 Neither party, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, all of which are expressly disclaimed, and the parties acknowledge they have not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in herein.

6. Notices

- 6.1 Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).
- 6.2 Notices must be sent to the respective parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

If to City:	with a copy to:
City Manager	City Attorney
City of Murfreesboro	City of Murfreesboro
111 West Vice Street	111 West Vice Street
Murfreesboro, TN 37130	Murfreesboro, TN 37130
Email: ctindall@murfreesborotn.gov	Email: atucker@murfreesborotn.gov
If to Notes Live:	with a copy to:
Notes Live	W. Wade Beavers
1744 Telstar Drive	Capital Law & Advisory Partners, LLC
Suite 500	319 Boulevard
Colorado Springs CO, 80920	Gainesville, GA 30501
Attn: JW Roth	Email: wbeavers@caplawpartners.com

7. Assignment.

- 7.1 Notes Live may not assign any of its rights or delegate any of its obligations under the Agreement to any entity not owned by, or under common control with Notes Live without the prior written consent of the City; provided, however, notwithstanding the City's consent, if given, this Agreement remains binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns and, therefore, no assignment or delegation relieves the assigning or delegating party of any of its obligations hereunder.
- 7.2 Any purported assignment or delegation in violation of this section is null and void.

8. Miscellaneous

- 8.1 This Agreement and all related Exhibits constitute the sole and entire agreement of the parties with respect to the subject matter address herein, and supersedes all prior and

contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

- 8.2 This Agreement sets forth the terms and condition of a commercial transaction and the City does not waive or alter any of its governmental authority to address matters under federal or state statute and regulations, the City's ordinances, or the City's police powers.
- 8.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 8.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 8.5 No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized individual on behalf of the waiving party. No waiver by any party operates or may be construed as a waiver in respect of any failure, breach, or default not expressly identified by a written waiver, whether of a similar or different character, and whether occurring before or after the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof; nor does any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 8.6 The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 8.7 This Agreement is for the sole benefit of the parties hereto and Notes Live's permitted successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 8.8 This Agreement and all matters arising out of or relating thereto are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.
- 8.9 Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated thereby may only be instituted in the state courts of Rutherford County, Tennessee, and Notes Live irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Notes Live irrevocably and unconditionally waives any objection to venue of any suit, action, or proceeding in such courts and irrevocably waives and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 8.10 In the event that either party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement or arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be

entitled, the reasonable costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

- 8.11 No party is liable or responsible to the other party, nor may be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event must give notice within 10 days, or as soon as reasonably feasible, of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 8.12 Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employer-employee or agency relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
- 8.13 If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party will make such payment or delivery on the next succeeding Business Day.
- 8.14 Time is of the essence with respect to this Agreement.

[signatures appear on the following page]

EXECUTED to be effective as of the Effective Date, PROVIDED that this Agreement is of no force or effect unless and until approved by the Murfreesboro City Council and the governing board of Notes Live.

NOTES LIVE, INC.

By: _____
Its: _____
Date: _____

CITY OF MURFREESBORO

Authorized and approved by City Council
on _____.

By: Shane McFarland
Its: Mayor

ATTESTATION:

By: Jennifer Brown
Its: City Recorder

APPROVED AS TO FORM:

By: Adam Tucker
Its: City Attorney

EXHIBIT D
Shared Parking Facility Diagram

EXHIBIT D

DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS

By Notes Live

Conduct a Traffic Impact Study that compares estimated peak hour traffic both inbound and outbound from the facility to existing and estimated future traffic volumes on roadway and intersections near the facility.

Gateway Blvd north bound dual left turns onto west bound Medical Center Pkwy.

- Add not more than 100 ft of new left turn lane on Gateway Blvd creating a dual left turn onto Medical Center Pkwy
- Add not more than 150 ft of transition
- Add an additional signal head and extend signal mast arm if necessary
- Reconstruct median including street trees, irrigation and utilities if any
- Add drainage inlets to supplement street drains if needed
- Remark intersection and travel lanes

Medical Center Pkwy east bound right turn lane onto south bound Gateway Blvd.

- Add not more than 50 ft of new right turn lane on Medical Center Pkwy onto Gateway Blvd.
- Add not more than 100 ft of transition
- Reconstruct sidewalk, streetlights, street trees, irrigation, and utilities (if any)
- Plate existing and add new drainage inlets to supplement street drains
- Reconstruct handicap ramp
- Remark intersection and travel lanes

Medical Center Pkwy east bound right turn lane and west bound left turn lane at the median opening at the Fountains (Fountains Crossover).

- Add not more than 100 ft of new east bound right turn lane and west bound left turn lane on Medical Center Pkwy into a new entrance to BBST.
- Add not more than 130 ft of transition
- Reconstruct median landscaping, street trees, irrigation, and utilities (if any)
- Extend if recommended by the traffic impact analysis the existing east bound left turn lane on Medical Center Pkwy into The Fountains

Access Street A on eastside of the BBST property to align with the eastern drive into The Fountains.

- Construct not more than 400 ft of new 3-lane private road to City Commercial Street Standards to a proposed intersection with an internal roadway on Swanson Property to the east.
- Commercial Street Standards include standup curb and gutter and 11-ft travel lanes with a commercial pavement section of
 - 1.5 in of E surface course
 - 2 in of BM2 binder
 - 3 in of A base
 - 8 in base stone
- Construct an inbound lane and dual left, through and right turn outbound lanes at Medical Center Pkwy.
- Include sidewalk and/or multiuse path

Signalize Access Street A and The Fountains East Drive at Medical Center Parkway.

- Install a decorative mast arm traffic signal to match existing Medical Center Parkway signals.
- Include CCTV and City standard communication and fiber facilities as required to interconnect the signal to the City Traffic Operations Center.
- Remark pavement markings at the intersection at Medical Center Pkwy including existing east drive at The Fountains to include:
 - Dual left turns for both The Fountains east drive onto Medical Center Pkwy E and Access Street A
 - A through lane
 - Dedicated right turn lanes onto Medical Center
- Dedicated left turn lanes from Medical Center Parkway into The Fountains and Access Street A

Parking for the Greenway Trail trailhead at a location near the West Fork Stones River designed to reasonably serve as convenient trailhead parking (including required handicapped spaces) and also serve as event parking (without the handicapped designation.)

By The City of Murfreesboro

Complete Gateway Blvd south bound from the existing roundabout to Robert Rose Dr

Initiate connection of Access Street A through a private drive to east per Agreement with Swanson to Warren St

Signalize Warren St at Medical Center Pkwy

ATTACHMENT 2
Economic Development Project Report

ECONOMIC DEVELOPMENT PROJECT REPORT

Project Overview

NOTES LIVE: Bourbon Brothers Smokehouse and Tavern, Boot Barn Hall, The Sunset Music Colosseum on the River

Development Sector: Tourism, Entertainment, Hospitality

Private Investment: Approximately \$30-35m

Projected 10-Year Economic Benefit: \$535.6m

The Notes Live Project brings to Murfreesboro an upscale, casual restaurant and two live music venues. The potential of a second upscale restaurant adds to the Project. Notes Live works closely with one of the two major national concert promoters. That promoter is confident the City is an excellent location for highly successful live music venues.

The economics of the Project are as follows:

- \$54.4m in economic activity directly attributed to the Project each year it is in full operation
- \$22.5m in direct revenues over the Development Agreement term, \$14.4m in present value
- \$4.3m in direct and indirect annual wages from the Project
- 400% (3.7% annualized) return on City property purchased in 1998

The proposed location of the Project is just over 18 acres of City-owned land within the Gateway. This land was purchased in 1998 for approximately \$661,000 and has remained vacant since. In addition to the Project's direct economic impact, the Project proposes to purchase the land for \$3.267m; which is a return on the original land cost of approximately 400%, or 6.7% annually, well above the City's estimated cost of capital (about 3.3%) and far above the City permitted investment return.

The attention generated by the Notes Live Project will be instrumental to attract additional economic development projects. The announcement of Murfreesboro as Notes Live selected site has generated interest in the development of two new hotel projects and the advancement of another planned hotel within walking distance of the Project. The Notes Live Project will make a positive change to the City's market perception, a critical need to attract office projects and associated white-collar jobs that previously have been difficult for the City to land.

Project Elements

The Notes Live project consists of the following venues.

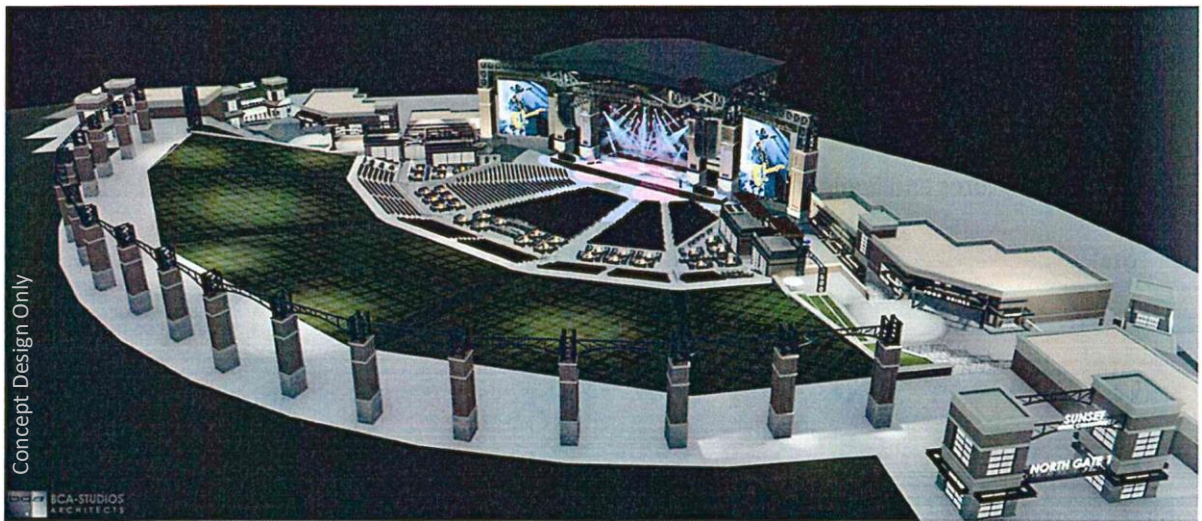
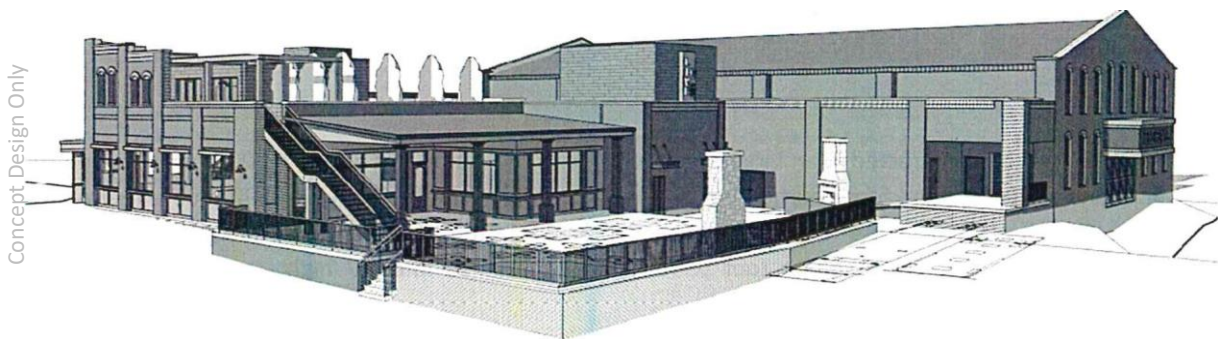
- *Bourbon Brothers Smokehouse and Tavern*—Bourbon Brothers is a Notes Live flagship full-service restaurant concept. It seats approximately 300 patrons and is integrated with a large outdoor patio that hosts estate fireplaces, has an intimate second floor bourbon room and rooftop patio. BBST serves expertly crafted, American classics and Southern staples out of a scratch kitchen. Beverage selection includes over 130 rare bourbons, ryes, and whiskies, as well as local craft beers. The ambiance is refined and well appointed.

- *The Boot Barn Hall*—The Boot Barn Hall is an indoor intimate music and event venue. The Colorado Spring venue is known for promoting national touring artists as well as upcoming artists, premier local bands and performers. The location of the Murfreesboro venue will continue that reputation. The Boot Barn Hall is a first-of-its-kind venue concept, dedicated to bringing A-list musical acts from the worlds of country music and rock & roll, as well as entertainment from a variety of other performance genres, including comedy and public speakers to booming suburban markets. The Boot Barn Hall is designed to flexibly seat up to 900 in a concert arrangement for a general admission concert featuring top national-touring artists or comfortably accommodate roughly 500 people for fully seated events complete with eight top-tables for intimate concerts, dueling pianos, and other genres. The Boot Barn Hall arranged with general admission seating will add a large indoor event venue to the Murfreesboro market for corporate events, meetings, conferences (including outdoor exhibition events in the adjacent parking lot), and church worship services or similar gatherings.
- *The Sunset Music Colosseum on the River*—The Sunset Music Colosseum, an open-air 4,500-person amphitheater to be located facing the West Fork Stones River and Old Fort Golf Course, will establish a level of hospitality and excellence putting Murfreesboro on the music scene map. It is being designed by industry renowned architects, with the intent to make it among the most state-of-the-art open-air venues in the country. The Sunset will compliment Boot Barn Hall as a venue capable of hosting bigger national touring acts from April through the end of October each year. The Sunset is being designed for a premium hospitality experience, with approximately 45 VIP boxes complete with private fireplaces for up to eight guests to experience a show in an environment unlike any other.

Bourbon Brothers and The Boot Barn Hall will be constructed as an integrated facility. The restaurant will be 4,500 square feet on the first floor with a 1,000 square foot bourbon bar on the second floor. The Boot Barn Hall will have 14,500 square feet on the ground level with a 3,600 square foot mezzanine level for VIP Seating. These share a 4,400 square foot kitchen and 6,800 square foot patio equipped for live music with four large fireplaces. Capital investment in Bourbon Brothers and The Boot Barn Hall is estimated to be approximately \$13.5m. The Sunset Music Colosseum requires a capital investment of at least \$8.75m to \$9.5m. Construction costs exclusive of land and parking construction, are estimated to be a total of \$3.8m to 4m. In total, the private investment will be approximately \$30-35m.

The following are preliminary renderings. Additional site renderings are attached as Attachment 1. Final designs of the venues will be consistent with the Gateway Design Overlay.





Varying by season, 190-200 people will be on staff. Staff will be approximately 60% full-time and remaining part-time or seasonal.

Additionally, the impact on local restaurants and hotels will be significant. The Notes Live campus will generate significant revenue for local restaurants and hotels. Tourism will also be enhanced, with an expected minimum of 20% of patrons visiting from outside of Rutherford County.

The construction timeline is estimated to be around 18 months for Bourbon Brothers and Boot Barn Hall. The Sunset Music Colosseum construction is anticipated to require a 20 to 24-month time frame.

Project Location

The Property

The project is proposed to be located on the 18.2 acres that has been owned by the City at Medical Center Parkway and Gateway Blvd (the "Property"). The City purchased this property as part of a larger 69.92 tract, from Arch Thomas Swain in 1998 for \$2,000,000. The Property includes 18.02 acres of Thomas Swain's parcel. The remaining land acres, one acre, was part of a 2.9-acre parcel purchased from David Swain for \$490,000 because it had a structure on it. Therefore, the blended price of the Property \$.88 per square foot for a total of \$660,886.

During the past 24 years, the City has unsuccessfully marketed the site for a single corporate campus or parceled for smaller office sites. In 2007, the City developed a concept plan that included a greenway trail and

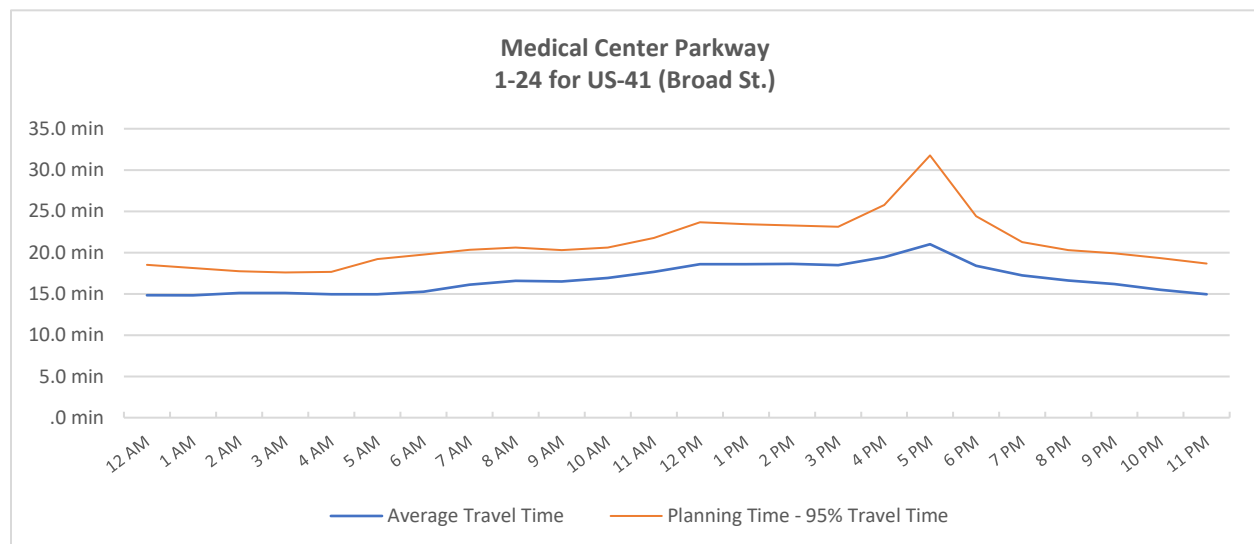
amphitheater on this tract but the plan was not advanced beyond concept stage. For the past decade, corporations have been turning away from large integrated headquarter sites and Property has proven not well suited for the few larger corporate projects interested in locating within City. The City continues to seek corporate relocations and the Notes Live Project will be instrumental in elevating the City identity as a location for economic development projects in the office sector. Currently, much of the 50-70 acres of undeveloped land in the Gateway is owned by the City. This land will continue to serve as options for economic development in the office market segment. Additionally, the large tracts available at the I-840 and Veterans Parkway interchange and the proposed Cherry Lane interchange will be available for economic development, business innovation or employment generating opportunities.

Infrastructure

The Property is currently served by all utilities and is site-ready for grading. It is served by Medical Center Parkway, a major transportation arterial, and Gateway Blvd, a commercial collector. A major arterial is designed to handle high traffic volumes and function as a major route in commercial and mixed-use categories. A commercial collector also is designed to handle high traffic volumes while providing access to all adjacent property in high density commercial and mixed-use areas.

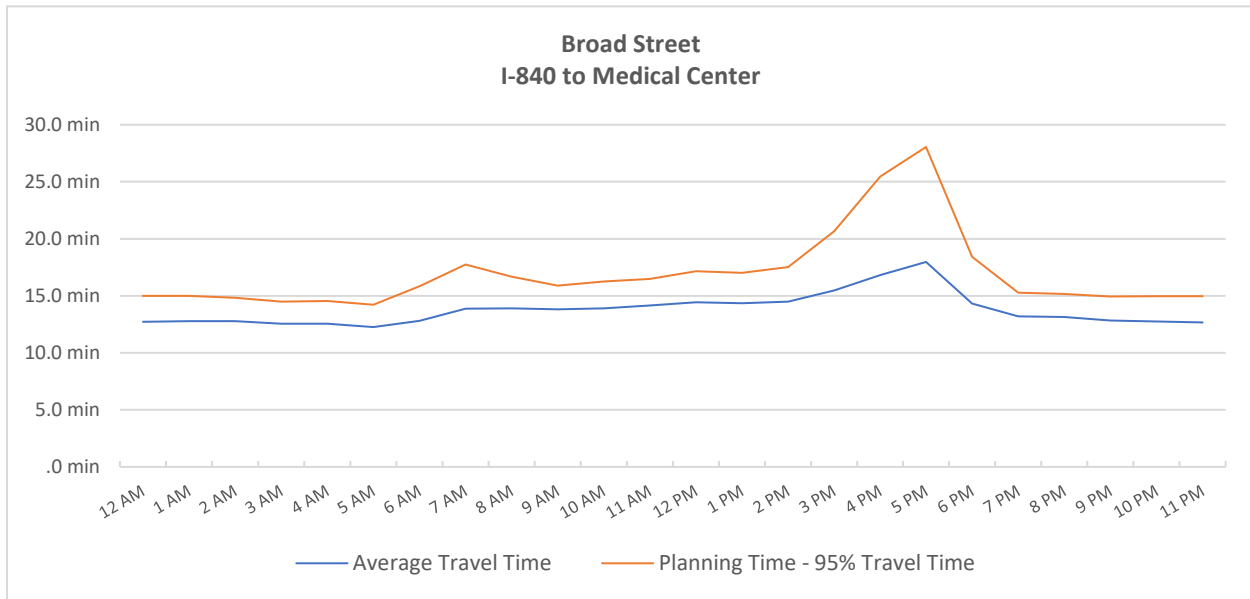
The Gateway was envisioned and designed as a high-density commercial, mixed-use, and residential area. As this area has developed, the need to expand Medical Center Parkway and extend Gateway Blvd has been identified. Medical Center widening and the extension of Gateway Blvd will aid with the traffic patterns in the Gateway currently as from completion of the Gateway as originally planned. It is anticipated that the buildout of the currently undeveloped tracts in the Gateway will merit the proposed Medical Center and Gateway improvements independent of the Notes Live Project.

Project specific traffic concerns should be limited to events at the amphitheater. To do otherwise would suggest that the land be held vacant as it has for the 24 years of City ownership. The fact is that office or retail development of the land would create traffic conditions similar or greater than the Project inclusive of the amphitheater. The major difference being that office or retail would create increased traffic during peak hours as opposed to the amphitheater event traffic, which can be managed appropriately and will occur for a brief period during off-peak hours. Below is chart of travel time for Medical Center Parkway that reflects TDOT's Regional Integrated Transportation Information System data from January 1st to June 30th of this year. Average travel time, which is reflected as a complete round trip on the roadway, is an indication of traffic volume. The planning time shown incorporates the buffer needed to travel the distance in the time shown with 95% certainty.



This data clearly shows Medical Center is currently sufficient to handle the periodic event traffic from the amphitheater, which will exist for about an hour approximately 20 nights per year. The travel time 10 pm to 11 pm—the period of heavy amphitheater event traffic—is the same as the travel time from 5 am to 6 am. The planning time for these periods is even less during the evening period. With the existing average low volume of traffic when an amphitheater event would be unloading, Medical Center can handle the increase traffic for the short period of unloading.

The same is true for Broad Street from Medical Center Parkway to I-840, as show below.



More importantly, the increase in traffic due to events can be specially managed during event periods. During these periods, an event traffic plan will be in place to assure efficient loading and unloading of the amphitheater parking. Access to the hospital will be addressed by the plan for enhanced coordination with emergency services and protection of the access to the hospital.

Traffic volume for the amphitheater must also be assessed in comparison to the traffic created by other types of development on the Property. Office, retail, or mixed-use developments all create a similar volume of traffic except that the volume occurs during the heaviest volume of the existing traffic on Medical Center Parkway. Traffic created by other types of development cannot be managed with an event traffic plan. An office, for example, will load the roadways during the existing peak time. Consequently, the Project benefits traffic on Medical Center Parkway by limiting the increase to occasional, short periods of managed event traffic.

Greenway Trail System

Development of the Property will also benefit the expansion of the Greenway Trail System. The Trail System is planned to run along the north side of the river at the southern boundary of the property. The Notes Live project will supply parking and easy access to a trailhead when that section of the Greenway Trail System is completed. Additionally, this project will bring collateral development on adjacent and neighboring properties likely including food, beverage, and hospitality which will benefit from the convenient access to the trail system.

Project Economic Benefits

Younger Associates has completed an analysis of the economic benefits of the Notes Live Project. Younger is a nationally recognized firm serving businesses, professional groups, industries, economic development entities and governments. The City, through the Chamber of Commerce, routinely utilizes Younger's service in calculating the impact of economic development projects.

Younger's calculations are based on well-established methodology and utilized statistical data provided by the U.S. Bureau of Economic Analysis, U.S. Department of Labor, Tennessee Department of Labor, Rutherford County, and the City. When appropriate, that data is specific to the Southern Region, Rutherford County, or the City.

The Younger Economic Impact Study is attached as Attachment 3 and other economic factors are detailed on Attachment 4.

Construction Economic Impact

Development of any large project has a one-time benefit related to construction activity. The impact of Project construction is projected to be \$35.6m, supporting 132 jobs with wages of more than \$7m. Local sales taxes related to this activity is projected to be more than \$481,000 over the next 18-24 months.

Annual Economic Impact

At full operations, the annual economic impact of the Notes Live venues is more than \$54m. Full time jobs are projected to be 138 directly and indirectly related to the project, with annual wages of about \$4.2m. Annual local sales grows by \$862,500 per year. Direct and indirect property tax are estimated to increase by \$600,000. The Project will also generate \$163,350 in payments over a 20-year period from the sale of property.

The total annual economic impact is approximately \$1.6m, or \$1.8m if County property tax is considered.¹ The development of an additional restaurant would increase the annual impact to over \$2m. These projections do not reflect the significant economic impact of collateral developments that will be spurred by the announcement of the Notes Live Project.

10-Year Impact from Operations

Over the next 10 years, the Notes Live Project has an overall economic impact of more than \$500m, contributing within the community wages of \$42m. The benefit to local tax base over this period is \$8.5m. Property taxes are boosted by around \$6m.

Additional Economic Impact

In addition to providing a top-quality amenity to City residents, the Notes Live Project enhances tourism activity. Tourism-oriented developments are beneficial because they generate tax revenue supportive of the City operating needs without placing additional burden on existing City services.

Moreover, developments in the entertainment sector have the potential to enhance a City's profile and increase the economic development activity in other sections. The announcement of the Notes Live Project has already led to serious discussion of two new hotel projects and the revival of another hotel project within the Fountains mixed-use development.

¹ Younger report was adjusted to reflect the newly equalized property tax rates

Development Agreement

The Project requires the City to enter into a Development Agreement. A substantial final draft of that agreement is attached as Attachment 2.

Notes Live Obligations

The Development Agreement commits Notes Live to development of the Bourbon Brothers Smokehouse and Tavern, Boot Barn Hall, and The Sunset Music Colosseum on the River.² Construction of the restaurant and the Hall must be completed within 18 months. The Colosseum must be completed within 24 months.³

Notes Live will purchase 18.2 acres of the Property⁴ for \$3.267m,⁵ which will be paid in equal installments for a period of 20 years.⁶ If estimated property taxes are considered, using the current value and property tax rate, the annual return over the full term of the proposed Agreement is 5.2%, still far above the City's assumed cost of capital or permitted investment return. The addition of estimated sales tax enhances the annualized return to 8.32% over the Development Agreement term. The agreement includes a secondary lien on the property⁷ and requires payment for any portion of the property that is sold or if any of the venues cease operations after recognition of previous payments received.⁸

Notes Live will grant the City use of a three-acre portion of the property nearest to the River.⁹ Parking will be created for a trailhead and be available for use when the Greenway Trail System is extended in this section. The City will be able to schedule City events on the three-acre area nearest the River and Notes Live will also work with the City on other events (festivals, charity events, run/walk events, etc.) that may benefit from the use of the parking area and do not conflict with Notes Live scheduled events.

The Project will be designed according to GDO-3 standards and require a Planned Signed Overlay. Construction on the Notes Live venues will be completed within an 18-to-24-month period, with the Colosseum having the longer completion date.¹⁰ In addition to the Notes Live Venues, Notes Live commits to certain roadway and intersection improvement associated with the Project.¹¹

Obligations of and Financial Benefit to the City

Under the terms of the Development Agreement, the City is obligated to transfer the Property to Notes Live in return for a promissory note that reflects the payment terms.¹²

The Project incentive provided under the Agreement equates to the land price of \$3.267m or \$5.00 per square foot. This is the price the City has used for other economic development transactions in the Gateway. The Gateway Commission, composed of an appointed board with significant commercial real estate experience, previously recommended a structure that provided in the exchange for performance obligations.

Additional off-site infrastructure improvements are assigned to the City in the Development Agreement including Gateway Boulevard extension and connection to and signalization of Warren Street at Fire Station 4.

² Section 1.1

³ Section 6.4(b)

⁴ Section 2.1

⁵ Section 3.1

⁶ Section 3.2

⁷ Section 3.3

⁸ Section 3.4

⁹ Section 4

¹⁰ Section 6.4(b)

¹¹ Section 6.2(b) and Exhibit D

¹² Section 2.2(b)

Although not a City obligation under the Development Agreement, it can be anticipated that the City will design and construct the Greenway Trail System with a trailhead conveniently located on the site.

That current purchase price for the land reflected in the Development Agreement represents a 393% return on the original price paid for the land in 1998, an 8.32% annualized return on the City investment. If projected direct sales taxes are included, the full payback on the purchase prices is less than three years. These projections do not include indirect sales taxes resulting from additional sales in surrounding property, nor do the numbers include the potential of another restaurant venue being developed on the property, both which would enhance these projected financial benefits to the City.

ATTACHMENT 1
Additional Site Renderings



BOOT BARN Hall
AT BOURBON BROTHERS

BOURBON BROTHERS
SMOKEHOUSE & TAVERN

SUNSET
ON THE RIVER



NOTES LIVE

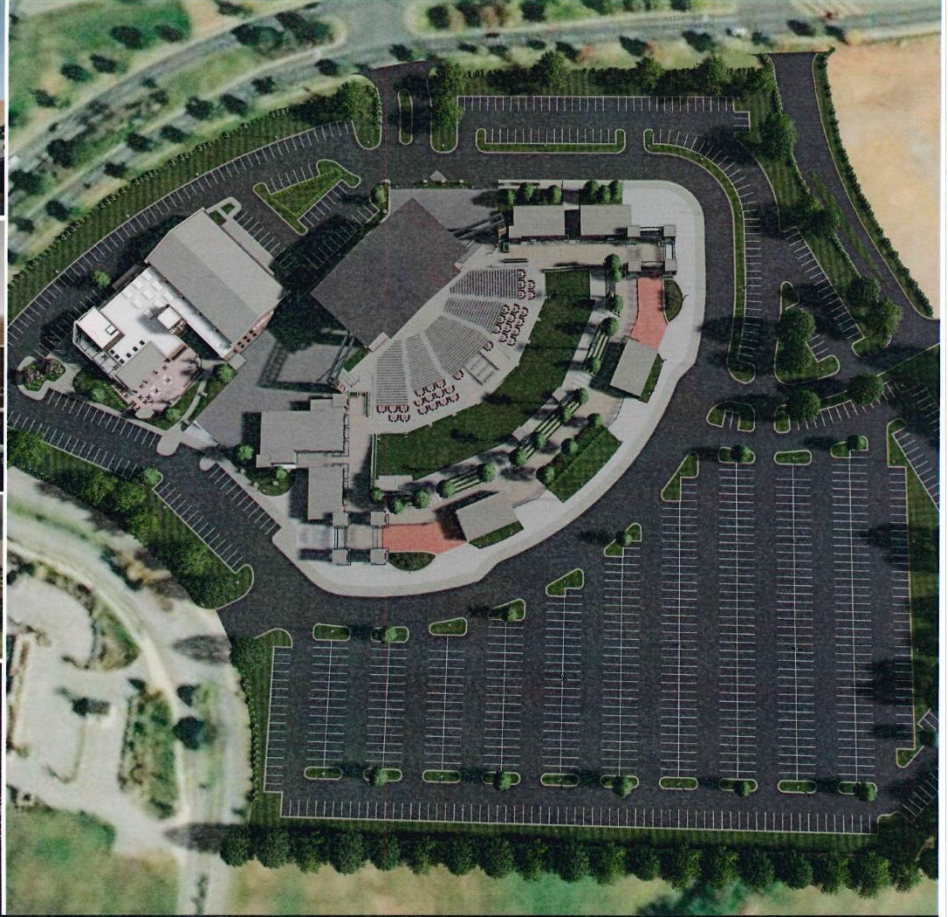
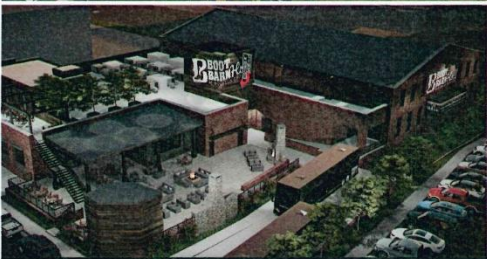
CONCEPT PLAN
Murfreesboro, TN

BCA **BCA-STUDIOS**
ARCHITECTS
GAINESVILLE | ATLANTA

BOOT BARN Hall
AT BOURBON BROTHERS

BOURBON BROTHERS
— SMOKEHOUSE & TAVERN —

SUNSET
ON THE RIVER



NOTES LIVE

CONCEPT PLAN
Murfreesboro, TN

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA



BOOT BARN Hall
AT BOURBON BROTHERS

BOURBON BROTHERS
— SMOKEHOUSE & TAVERN —

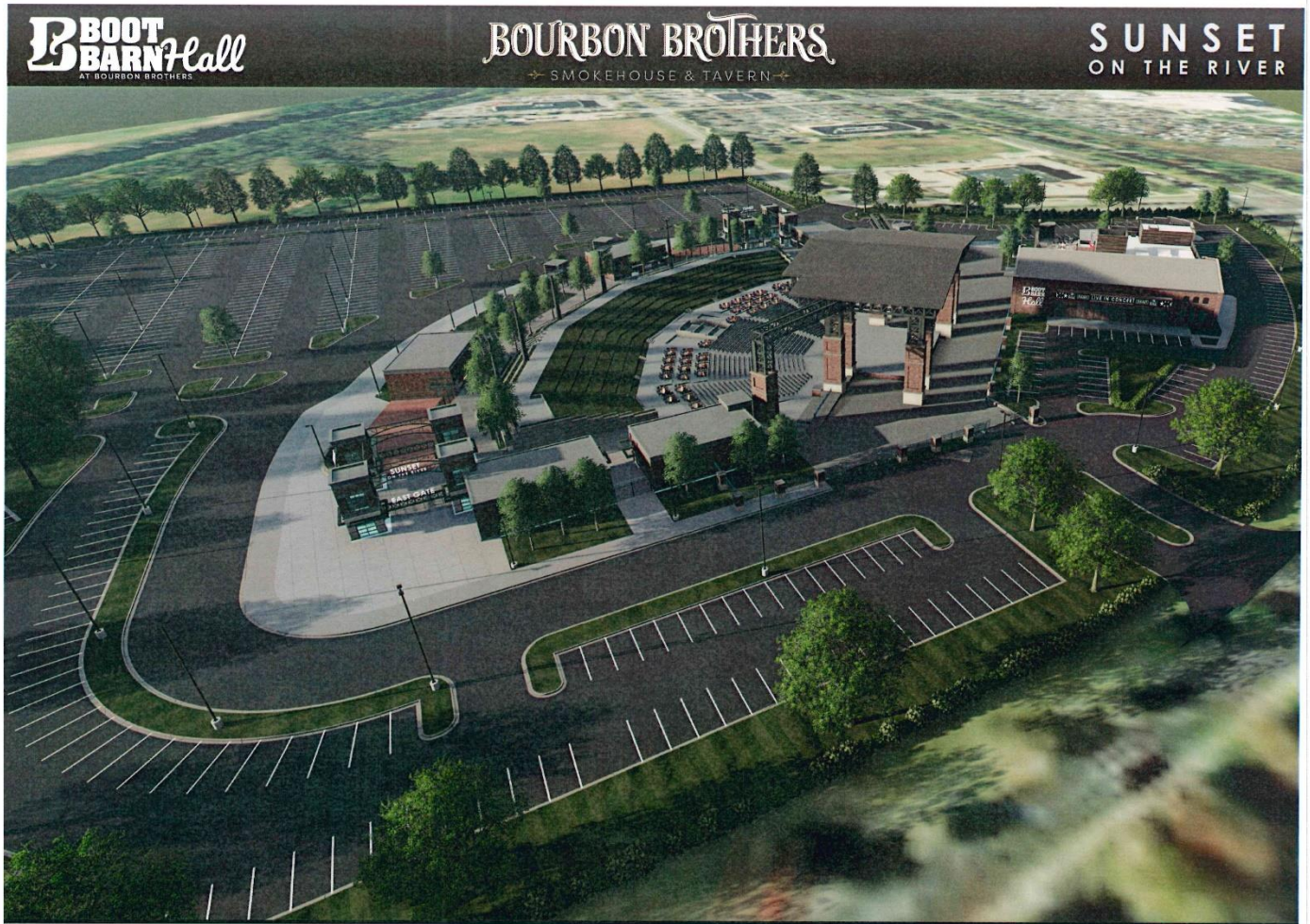
SUNSET
ON THE RIVER



NOTES LIVE

CONCEPT PLAN
Murfreesboro, TN

BCA **BCA-STUDIOS**
ARCHITECTS
GAITHERSBURG | ATLANTA



BOOT BARN Hall
AT BOURBON BROTHERS

BOURBON BROTHERS
→ SMOKEHOUSE & TAVERN →

SUNSET
ON THE RIVER

VOTES LIVE

CONCEPT PLAN
Murfreesboro, TN

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA

ATTACHMENT 2
Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”), by and between the City of Murfreesboro (“City”) and Notes Live, Inc., a Colorado corporation (“Notes Live”), is effective as of _____, 2022 (the “Effective Date”) for the purpose of directing the development of land owned by the City on Medical Center Parkway and Gateway Blvd with a specific economic development project detailed herein.

Recitals

- A. The City owns an 18.2-acre parcel of land located South of Medical Center Parkway and East of Gateway Boulevard, Rutherford County Assessor’s Parcel Number 091H-B-00500, (the “Property”).
- B. Notes Live has evaluated many potential sites for an entry into the Middle Tennessee market with its Bourbon Brothers Smokehouse and Tavern, Boot Barn Hall, and Sunset Music Colosseum concepts and associated parking facilities (the “Notes Live Venues”) and believes that the Property offers the best site for development of the Notes Live Venues.
- C. Notes Live Venues are proven concepts that will provide economic benefit to the community through an approximate \$30 million private investment creating employment and entertainment opportunities, enhancing private and governmental revenues, and serving as a catalyst for further economic development activities.
- D. Notes Live Venues will be part of the entertainment, hospitality, and tourism industries that are important components of the Nashville area and Middle Tennessee, and which will benefit Murfreesboro and Rutherford County by providing enhanced lifestyle amenities along with significant economic benefits that are consistent with the City efforts to increase these types of development by considering and planning an amphitheater facility within the City. The Notes Live Venues allows the City to secure this type of facility, along with other beneficial aspects of the proposed development and the associated broadcast media and will have a significant increase in the local economy thus enhancing the general welfare of the public.

Agreement

NOW, THEREFORE, for good and valuable mutual considerations, including but not limited to the community values and benefits to be achieved by the City and the profit and business values and benefits to be achieved by Notes Live, the receipt and sufficiency of all of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. The Project

- 1.1 The development project subject to this Agreement will consist of the Notes Live Venues, which are generally described as follows (“Project”):
 - a. Bourbon Brothers Smokehouse and Tavern (“BBST”) will be a full-service restaurant with seating for approximately 300 patrons and which will include a high-quality tasting room, rooftop patio, and a large integrated outdoor patio hosting area with outdoor fireplaces.
 - b. Bourbon Brothers Presents/Boot Barn Hall (“BBP”) will be an indoor music and event venue booking national touring artists as well as upcoming artists and local performers. It will be designed to handle approximately 500 patrons for fully seated

- events with 8-top tables and approximately 900 patrons in general admission style configurations.
- c. The Sunset Music Colosseum on the River (“SMC”) will be an open-air amphitheater facing the Stones River and Old Fort Golf Course, with 4,500 stadium-style seats, casual lawn seating, and 45 VIP Fire-pit Suites and seating for up to eight guests. SMC will be designed to be among the top open-air venues in the country, capable of hosting larger national touring acts from April through October.
 - d. A parking lot adequate to park SMC and serve the parking requirements of BBP, and which may incorporate offsite parking necessary to provide sufficient parking for these venues (“Shared Parking Facility”).
 - e. Infrastructure improvements required for development and use of the Project as set forth below.
 - f. In addition to constructing BBST, BBP, and SMC as provided herein, Notes Live may, in its sole discretion, also construct a Roth Seafood and Chophouse as a component of the SMC, which will be subject to the City review and approval otherwise provided herein and to adequate parking therefore being constructed.
- 1.2 The Project will be designed and constructed contemporaneously as an integrated, comprehensive, and coordinated development consistent with the Gateway Development Overlay Standards, Gateway Property Owners’ Design Standard, and substantially consistent with the Project Concept Plans, the latter of which is attached as Exhibit A.

2. The Property

- 2.1 The City, in its discretion, may cause the Property to be subdivided into two parcels approximately as shown on Exhibit B.
- a. Lot 1, which will be approximately 15 acres, upon which Notes Live will construct all components of the Project.
 - b. Lot 2, approximately 3.2 acres, upon which Notes Live will construct the Shared Parking Facility.
- 2.2 Notes Live will survey and define Lot 1 and Lot 2 in accordance with the final design of the Project, and the City will create a Plat Map reflecting a delineation of the Property substantially as set forth on Exhibit B attached hereto (the “Plat”); provided, however, that the City and Notes Live may agree to create a demising line for Lot 2 without a required survey and replating.
- b. After Notes Live submits and receives approval of a site plan from the City and the re-subdivided plat, if any, is approved, the City will convey Lot 1 and Lot 2 to Notes Live in exchange for the Purchase Obligation, as defined below.
 - c. The City and Notes Live will enter into contemporaneously with this Agreement an agreement that defines the development and use of Lot 2 for the Shared Parking Facility attached hereto as Exhibit C (“Use Agreement”).

- 2.3 Transfer of the Property will occur at the Office of Rick Mansfield, Attorney, 110 S. Maple Street, Murfreesboro TN 37130, or at such other place to which the Parties may agree, on or before the date 90 days after completion of the final Plat, at which time:
- a. the City will execute and record an appropriate re-subdivision plat of the Property;
 - b. the City will deliver an acceptable Special Warranty Deed to Lot 1 and Lot 2 without liens, encumbrances or, except as approved by Notes Live, other title exceptions;
 - c. the parties will execute and deliver the Use Agreement with respect to Lot 2.
 - d. each Party will execute other reasonably required documents or assurances normally required for a commercial real estate closing in Rutherford County, Tennessee
- 2.4 Notes Live will be solely responsible for any Title Commitment or Title Insurance Policy it may elect to obtain.
- 2.5 Notes Live will pay all costs associated with the transfer of the Property in accord with the normal practices for a commercial real estate closing in Rutherford County, Tennessee.

3. Purchase Obligation

- 3.1 For purposes of this Agreement and in consideration of the economic benefits that the Project brings to the City, the City will sell to Notes Live the Property for \$3,267,000 ("Purchase Price").
- 3.2 The Purchase Price will be paid in 20 equal installments of \$163,350 beginning on July 1st following the issuance of a certificate of occupancy for any of the Notes Live Venues and continuing each July 1st thereafter until paid in full ("Purchase Price Payments").
- 3.3 The City will hold a promissory note that reflects the payments terms of Section 3.2 and a secured lien against the property for the unpaid balance of the promissory note that will be subordinate in second position to any security interest held against the property for purposes of financing by Notes Live through a fully amortizing note with a term not greater than 30 years; provided, however, that the financing in primary position cannot be held for purposes of funding on-going operational expenses or any type of revolving loan facility.
- 3.4 In the event any of the Notes Live Venues cease to operate fully in the manner designed, which includes the failure of SMC for a period of two consecutive seasons (April to October) to host a minimum of five ticketed events with more than 2,500 paid attendees, or should any of the venues be transferred other than as provided herein, Notes Live will pay to the City an amount equal to the \$15.74 per square foot of the final size of Lot 1 less any Purchase Price Payments received by the City.

4. Shared Parking Facility.

- 4.1 Upon conveyance of Lot 1, the parties will execute the Use Agreement, permitting Notes Live to improve and use Lot 2 for the Shared Parking Facility.
- 4.2 Under the Use Agreement, among other provisions, Notes Live will have priority use for events at BBP and SMC while permitting the City to use the Shared Parking Facility as a trailhead for its Greenway Trail System and to schedule other City events utilizing the Shared Parking Facility.

- 4.3 The Use Agreement will incorporate terms and conditions related to parking lot on Lot 2 that are necessary to assure adequate and convenient parking is provided for the Project.
- 4.4 The Use Agreement will provide that Notes Live is responsible for management of the Shared Parking Facility and entitled to all parking fees and other revenue generated therefrom by Notes Live.
- 4.5 In addition to the Share Parking Facility, the City is considering improvement of the approximately nine acres owned by the City east of Fire Station 4 and West Fork of the Stones River that is only suitable for development as parking and which will serve as ancillary parking related to events in the Gateway. Such improvement will be available to assist with overflow parking for the Notes Live Venues when needed.

5. Zoning

- 5.1 Notes Live understands that the Property is currently zoned MU (Mixed Use) with a GDO-3 Overlay, and that the GDO-3 Overlay requires certain enhanced design, development, and construction standards, including that architecture and Site Plans be submitted to and approved by the Gateway Design Review Committee concurrent with submission to the Planning Commission.
- 5.2 The parties contemplate that Notes Live will apply to have a Planned Sign Overlay or a Planned Entertainment Overlay (which the City is in the process of creating) that will supplement the zoning of the Property and will require approval by the Planning Commission and City Council.

6. Construction Requirements

- 6.1 Prior to construction of the Project, including site preparation, Notes Live will secure approval of appropriate master plans, grading plans, site plans, and construction plans as required by the City Zoning Ordinance and Building Codes Department and the issuance of appropriate permits, all of which will be in full accord with City Subdivision Regulations and Street Design Specifications and subject to all applicable City Ordinances, Codes, and requirements.
- 6.2 Infrastructure Improvements
 - a. Notes Live will construct the necessary on-site water, sewer, reuse water, and stormwater improvements necessary to serve the Project consistent with City standards and funding for such construction may include contributions from the City and/or third-party property owners.
 - b. Notes Live will construct the following roadway improvements necessary or incident to the development and operation of the Project as definitely set forth in Exhibit D:
 - 1. Dedicated turn lanes from eastbound and westbound Medical Center Parkway into the Property at the Fountains Crossover.
 - 2. An additional dedicated left-turn lane on northbound Gateway Boulevard onto Medical Center Parkway.

3. A private street (“Access Street A,” as further defined on Exhibit D) into the Property from Medical Center Parkway along the eastside of the Property aligning with the private drive into the Fountains at the eastside of the Fountains property, with dedicated right and left turn lanes from Medical Center Parkway into the Property and developed in coordination with the Swanson Developments, LP, property to the east of the Property constructed in accordance with public street standards except for required setbacks.
 4. A complete compliment of traffic signal elements at the intersection of Medical Center Parkway and Access Street A.
 5. A street stub from Access Street A into the Swanson Developments, LP, property located to the east of the Property.
 - c. Notes Live will construct the section of the Greenway Trail adjoining the Stones River on the southern boundary of the Property, for which the City will provide the necessary design and construction documents.
- 6.3 SMC will be designed and constructed to ensure SMC events comply with the City’s Noise Ordinance in effect of the completion of construction.
- 6.4 Construction of the Project, which will be indicated by the initiation of site preparation, will begin within 60 days of the issuance by the City of a Land Disturbance Permit (“Initiation Date”), which must be submitted no later than June 1, 2023.
- a. Should Notes Live fail to begin construction by the Initiation Date, unless extended by the City for good cause, Notes Live will transfer Lot 1 and Lot 2 back to the City.
 - b. Construction of BBST and BBP will be completed within 18 months of the City’s issuance by of a Land Disturbance Permit (“BB Completion Date”) and construction of SMC must be completed within 24 months of the City’s issuance of a Land Disturbance Permit (“SMC Completion Date”). Completion of construction will be indicated by the City’s issuance of a certificate of occupancy, which may not be unreasonable withheld or delayed.
 - d. In the event construction of the BBST and BBP are not completed by the BB Completion Date or construction of SMC is not completed by the SMC Completion Date:
 1. the City will provide Notes Live written notice of the requirements for issuance of a certificate of occupancy within 90 days following the notice; and
 2. thereafter, except as provided in Section 10.11, if the BB Completion Date or the SMC Completion Date remains unmet after expiration of the notice period provided in Section 6.4(d)(1), Notes Live will pay to the City without the requirement of any additional notice an amount equal to the installment payment set forth in Section 3.2 for each additional 90-day period in which the BB Completion Date or the SMC Completion Date remains unmet, and

such payments will be credited against the Purchase Price (“Construction Delay Recovery”).

3. In the event the BB Completion Date or the SMC Complete Date remains unmet for three payments of the Construction Delay Recovery, Notes Live will pay to the City the amount set forth in Section 3.4 less any paid Construction Delay Recovery.

7. Representations and Warranties.

7.1 Notes Live represents and warrants to the City the following:

- a. Notes Live is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Colorado;
- b. Notes Live is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, including the State of Tennessee, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
- c. Notes Live has the full right, corporate power, and authority to enter into this Agreement and to be bound to and perform the obligations set forth herein;
- d. The execution of this Agreement by the individual or individuals whose signature or signatures appear below and the delivery of this Agreement has been duly authorized by all necessary corporate actions on the part of Notes Live;
- e. The execution, delivery, and performance of this Agreement by Notes Live does not violate, conflict with, require consent under or result in any breach or default under Notes Live’s organizational documents (including its certificate of incorporation and by-laws or with or without notice or lapse of time or both, the provisions of any material contract or agreement to which Notes Live is a party or to which any of its material assets are bound (“Notes Live Contracts”));
- f. This Agreement has been executed, and delivered by Notes Live and constitutes the legal, valid, and binding obligation of Notes Live, enforceable in accordance with its terms;
- g. The Agreement is in material compliance with all applicable Laws and Notes Live Contracts relating to this Agreement and the operation of its business;
- h. Notes Live has obtained or will timely obtain all licenses, authorizations, approvals, consents, or permits required by applicable Laws (including the rules and regulations of all authorities having jurisdiction over the sale of alcoholic beverages) to conduct its business generally and to perform its obligations under this Agreement;
- i. Notes Live has the requisite resources, skill, experience, and qualifications to perform all of the obligations under this Agreement in a professional manner; and
- j. Notes Live has secured or will timely secure the full right, power, and authority (by ownership, license, or otherwise) to use patents, copyrights, trademarks, or other

intellectual property embodied in the services or goods used in performing the services required under the terms and conditions of this Agreement.

- 7.2 The City represents and warrants to Notes Live the following:
- a. The City is a municipal corporation chartered under a Private Act of the General Assembly of the State of Tennessee;
 - b. The City, upon the approval of this Agreement by the City Council in a duly noticed public meeting, has the right and authority to enter into this Agreement and to perform its obligations hereunder;
 - c. This Agreement, contingent upon the condition set forth in (b), constitutes the legal, valid, and binding obligation of the City; and
 - d. The City is vested with good and marketable title to the Property.
- 7.3 Neither party, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, all of which are expressly disclaimed, and the parties acknowledge they have not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in herein.

8. Notices

- 8.1 Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).
- 8.2 Notices must be sent to the respective parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

If to City:	with a copy to:
City Manager City of Murfreesboro 111 West Vice Street Murfreesboro, TN 37130 Email: ctindall@murfreesborotn.gov	City Attorney City of Murfreesboro 111 West Vice Street Murfreesboro, TN 37130 Email: atucker@murfreesborotn.gov
If to Notes Live:	with a copy to:
Notes Live 1744 Telstar Drive Suite 500 Colorado Springs CO, 80920 Attn: JW Roth	W. Wade Beavers Capital Law & Advisory Partners, LLC 319 Boulevard Gainesville, GA 30501 Email: wbeavers@caplawpartners.com

9. Assignment.

- 9.1 Notes Live may not assign any of its rights or delegate any of its obligations under the Agreement to any entity not owned by, or under common control with Notes Live without the prior written consent of the City; provided, however, notwithstanding the City's consent, if given, this Agreement remains binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns and, therefore, no assignment or delegation relieves the assigning or delegating party of any of its obligations hereunder. Notwithstanding anything herein or elsewhere to the contrary, the City acknowledges and agrees that the development obligations of Notes Live will be financed by a third-party lender, that nothing herein may limit or restrict the right of Notes Live to pledge Lot 1 and Lot 2 as collateral for such financing, and that the City (upon request) will execute and deliver such subordination documents as may be reasonably requested by such lender in connection therewith.
- 9.2 The City acknowledges that Notes Live may assign a portion of its rights under this Agreement with respect to SMC to another entity for purposes of financing, the consent for which the City will not unreasonably withhold, condition, or delay; provided, however, that Notes Live will remain joint and severally obligated with any assignee on the obligations with respect to the Event Threshold and the Threshold Payment.
- 9.3 Any purported assignment or delegation in violation of this section is null and void.

10. Miscellaneous

- 10.1 This Agreement and all related Exhibits constitute the sole and entire agreement of the parties with respect to the subject matter address herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
- 10.2 This Agreement sets forth the terms and condition of a commercial transaction and the City does not waive or alter any of its governmental authority to address matters under federal or state statute and regulations, the City's ordinances, or the City's police powers.
- 10.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 10.5 No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized individual on behalf of the waiving party. No waiver by any party operates or may be construed as a waiver in respect of any failure, breach, or default not expressly identified by a written waiver, whether of a similar or different character, and whether occurring before or after the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof; nor does any single or partial

exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 10.6 The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 10.7 This Agreement is for the sole benefit of the parties hereto and Notes Live's permitted successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.8 This Agreement and all matters arising out of or relating thereto are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.
- 10.9 Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated thereby may only be instituted in the state courts of Rutherford County, Tennessee, and Notes Live irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Notes Live irrevocably and unconditionally waives any objection to venue of any suit, action, or proceeding in such courts and irrevocably waives and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 10.10 In the event that either party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement or arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the reasonable costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 10.11 No party is liable or responsible to the other party, nor may be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event must give notice within 10 days, or as soon as reasonably feasible, of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 10.12 Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employer-employee or agency relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of

the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

10.13 If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party will make such payment or delivery on the next succeeding Business Day.

10.14 Time is of the essence with respect to this Agreement.

[signatures appear on the following page]

EXECUTED to be effective as of the date of the last Party to sign, PROVIDED that this Agreement is of no force or effect unless and until approved by the Murfreesboro City Council and the governing board of Notes Live.

NOTES LIVE, INC.

By: _____

Its: _____

Date: _____

CITY OF MURFREESBORO

Authorized and approved by City Council
on _____.

By: Shane McFarland

Its: Mayor

ATTEST:

By: Jennifer Brown

Its: City Recorder

APPROVED AS TO FORM:

By: Adam Tucker

Its: City Attorney

EXHIBIT A
PROJECT CONCEPT PLAN

Preliminary plan is attached hereto. Final plan to be deemed incorporated herein upon completion and approval by the parties.

EXHIBIT B

PLAT

Preliminary delineation of the Property is attached hereto. Final Plat to be deemed incorporated herein upon completion and approval by the parties.

EXHIBIT C

FORM OF USE AGREEMENT

Final form of Use Agreement to be negotiated by the parties prior to Closing and deemed incorporated herein upon approval by the parties.

USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) by and between the City of Murfreesboro, a Tennessee Municipal corporation (“City”), and Notes Live, Inc., a Colorado corporation (“Notes Live”) is made as of the _____ day of _____, 2022 to provide for the use, maintenance, and repair of the Shared Parking Facility as defined herein.

Recitals

- A. Notes Live and the City entered into a Development Agreement on _____ that provides for the development by Notes Live of a Bourbon Brothers Steakhouse and Tavern (“BBST”), Boot Barn Presents/Boot Barn Hall (“BBP”), the Sunset Music Colosseum (“SMC”), and potentially a Roth Seafood and Chophouse (collectively, “Notes Live Venues”).
- B. That Development Agreement subdivided an 18.2 acre property owned by the City previously identified by the Rutherford County Assessor as Parcel Number 091H-B-00500 into two parcels now identified as _____, upon which are located the Notes Live Venues, and _____, upon which is located additional parking for BBP and SMC (the “Shared Parking Facility”).
- C. A diagram of the Shared Parking Facility is attached hereto as Exhibit A and is incorporate herein by reference.
- D. The parties hereto desire to entire unto this Agreement defining the terms and conditions for use of the Shared Parking Facility.

Agreement

NOW THEREFORE, for good and valuable mutual considerations, including but not limited to the community values and benefits to be achieved by the City and the profit and business values and benefits to be achieved by Notes Live, the receipt and sufficiency of all of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. Shared Parking Facility Use

1.1 Notes Live Events

- a. The Shared Parking Facility serves the parking requirements of events scheduled at BBP and SMC (“Notes Live Events”); provided, however, Notes Live may utilize the Shared Parking Facility for other events not inconsistent with the general nature of the Notes Live Venues.
- b. Notes Live will have the exclusive right to use the Shared Parking Facility for Notes Live Events and will be responsible for setting up barrels, cones, and other appropriate barricades or directional resources up to 12 hours in advance of a Notes Live Event as necessary to secure the availability of parking, and likewise be solely responsible for directing traffic into and out of the parking facility in accord with traffic management plans established by the City.

1.2 City Events

- a. The City may use the Shared Parking Facility for City-sponsored events (“City Events”) and as trailhead parking for its Greenway Trail System, which the City will extend in the future along the adjoining Stones River.

- b. Notwithstanding the City use of the Shared Parking Facility, Notes Live Events will have priority use of the Shared Parking Facility and upon 10 business days' notice, the City will reschedule any City Events, defined below, planned for the Shared Parking Facility. For Notes Live Events that will not reasonably require all the Shared Parking Facility, the City and Notes Live will work together to allocate the area of the Shared Parking Facility such that both Notes Live Events and City Events can be held concurrently,
- c. That portion of the Shared Parking Facility closest to the Stones River will be designed and constructed to provide at least 15 spaces reasonably convenient for trailhead access. In the event the City provides an ADA accessible trail, the City may at its expense improve the trailhead parking to accommodate ADA requirements.

1.3 Fees, Advertising or Sponsorships

- a. Notes Live may impose and collect a fee for parking or use of the Shared Parking Facility during Notes Live Events. The City may impose and collect a fee for parking or use of the Shared Parking Facility for City Events.
- b. Notes Live has the right to market, sell, and install advertising or sponsorships materials, signage, and improvements on or within the Shared Parking Facility, which are subject to GDO-3 Standards and any adopted Planned Sign Overlay.
- c. Notes Live will reasonably assist the City and allow advertising of City Events when such advertising does not compete with or disrupt existing Notes Live advertising and does not violate any of Notes Live advertising or sponsorship agreements.

2. Shared Parking Facility Maintenance, Repair, and Security

- 2.1 Notes Live will be responsible for the maintenance (landscaping upkeep, cleaning, lining, etc.) and repair (resurfacing, filling potholes, replacing worn or damaged components (including any advertising or sponsorship components) of the Shared Parking Facility, including any security components installed for or on the Shared Parking Facility.
- 2.2 Notes Live will provide security for the Shared Parking Facility at all times, including appropriate security during Notes Live Events, except that the City will be responsible for providing appropriate security during City Events and for the use of the Shared Parking Facility trailhead access.
- 2.3 The City will be responsible for cleaning the Shared Parking Facility after a City Event and for maintaining the trail portion of trailhead adjoining the Shared Parking Facility consistent with the maintenance standards imposed upon Notes Live.

3. Term

This Agreement commences on the Effective Date and terminates on December 31, 2053 unless extended for such additional period or periods as to which the Parties may agree.

4. Insurance and Indemnification

- 4.1 During the Term of the Agreement, Notes Live must, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage, subject to the requirements set forth in Section 5.2:

- a. Commercial general liability with limits no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Notes Live under this Agreement;
 - b. Worker's compensation as required by Tennessee law;
 - c. Commercial automobile liability with limits no less than \$1,000,000, combined single limit for each occurrence involving personal injuries and/or property damage; and
 - d. Umbrella (excess) liability for the coverage in Section 5.1, with limits no less than \$5,000,000.
- 4.2 Notes Live will ensure that all insurance policies required pursuant to this Section:
- a. be issued by insurance companies with a Best's Rating of no less than A-VII;
 - b. provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Notes Live has new insurance policies in place that meet the requirements of this Section;
 - c. provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City is excess and non-contributory;
 - d. name the City of Murfreesboro as additional insureds; and
 - e. waive any right of subrogation of the insurers against the City.
- 4.3 Upon the written request of the City, Notes Live will provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section, and will refrain from any action that may or does invalidate such insurance.
- 4.4 Notes Live will indemnify, defend, and hold harmless without limitation the City and all of officials and employees resulting from any activity or condition of the Shared Parking Facility, except those arise from an activity related to a City Event, and which results in a claim in any form or forum.
- 4.5 This Section may not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring Notes Live to indemnify, defend, and hold the City harmless under this Agreement).
- 4.6 Nothing here may be construed as the City extending any indemnification, hold harmless, contribution, or any right to defense by the City to Notes Live.

5. Representations and Warranties.

- 5.1 Notes Live represents and warrants to the City the following:
- a. Notes Live is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Colorado;

- b. Notes Live is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, including the State of Tennessee, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
 - c. Notes Live has the full right, corporate power, and authority to enter into this Agreement and to be bound to and perform the obligations set forth herein;
 - d. The execution of this Agreement by the individual or individuals whose signature or signatures appear below and the delivery of this Agreement has been duly authorized by all necessary corporate actions on the part of Notes Live;
 - e. The execution, delivery, and performance of this Agreement by Notes Live does not violate, conflict with, require consent under or result in any breach or default under Notes Live's organizational documents (including its certificate of incorporation and by-laws, or with or without notice or lapse of time or both, the provisions of any material contract or agreement to which Notes Live is a party or to which any of its material assets are bound ("Notes Live Contracts");
 - f. This Agreement has been executed, and delivered by Notes Live and constitutes the legal, valid, and binding obligation of Notes Live, enforceable in accordance with its terms;
 - g. The Agreement is in material compliance with all applicable Laws and Notes Live Contracts relating to this Agreement and the operation of its business;
 - h. Notes Live has obtained or will timely obtain all licenses, authorizations, approvals, consents, or permits required by applicable Laws (including the rules and regulations of all authorities having jurisdiction over the sale of alcoholic beverages) to conduct its business generally and to perform its obligations under this Agreement;
 - i. Notes Live has the requisite resources, skill, experience, and qualifications to perform all of the obligations under this Agreement in a professional manner; and
 - j. Notes Live has secured or will timely secure the full right, power, and authority (by ownership, license, or otherwise) to use patents, copyrights, trademarks, or other intellectual property embodied in the services or goods used in performing the services required under the terms and conditions of this Agreement.
- 5.2 The City represents and warrants to Notes Live the following:
- a. The City is a municipal corporation chartered under a Private Act of the General Assembly of the State of Tennessee;
 - b. The City, upon the approval of this Agreement by the City Council in a duly noticed public meeting, has the right and authority to enter into this Agreement and to perform its obligations hereunder;
 - c. This Agreement, contingent upon the condition set forth in (b), constitutes the legal, valid, and binding obligation of the City: and
 - d. The City is vested with good and marketable title to the Property.

- 5.3 Neither party, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, all of which are expressly disclaimed, and the parties acknowledge they have not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in herein.

6. Notices

- 6.1 Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

- 6.2 Notices must be sent to the respective parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

If to City:	with a copy to:
City Manager	City Attorney
City of Murfreesboro	City of Murfreesboro
111 West Vice Street	111 West Vice Street
Murfreesboro, TN 37130	Murfreesboro, TN 37130
Email: ctindall@murfreesborotn.gov	Email: atucker@murfreesborotn.gov
If to Notes Live:	with a copy to:
Notes Live	W. Wade Beavers
1744 Telstar Drive	Capital Law & Advisory Partners, LLC
Suite 500	319 Boulevard
Colorado Springs CO, 80920	Gainesville, GA 30501
Attn: JW Roth	Email: wbeavers@caplawpartners.com

7. Assignment.

- 7.1 Notes Live may not assign any of its rights or delegate any of its obligations under the Agreement to any entity not owned by, or under common control with Notes Live without the prior written consent of the City; provided, however, notwithstanding the City's consent, if given, this Agreement remains binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns and, therefore, no assignment or delegation relieves the assigning or delegating party of any of its obligations hereunder.

- 7.2 Any purported assignment or delegation in violation of this section is null and void.

8. Miscellaneous

- 8.1 This Agreement and all related Exhibits constitute the sole and entire agreement of the parties with respect to the subject matter address herein, and supersedes all prior and

contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

- 8.2 This Agreement sets forth the terms and condition of a commercial transaction and the City does not waive or alter any of its governmental authority to address matters under federal or state statute and regulations, the City's ordinances, or the City's police powers.
- 8.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 8.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 8.5 No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized individual on behalf of the waiving party. No waiver by any party operates or may be construed as a waiver in respect of any failure, breach, or default not expressly identified by a written waiver, whether of a similar or different character, and whether occurring before or after the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof; nor does any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 8.6 The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 8.7 This Agreement is for the sole benefit of the parties hereto and Notes Live's permitted successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 8.8 This Agreement and all matters arising out of or relating thereto are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.
- 8.9 Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated thereby may only be instituted in the state courts of Rutherford County, Tennessee, and Notes Live irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Notes Live irrevocably and unconditionally waives any objection to venue of any suit, action, or proceeding in such courts and irrevocably waives and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 8.10 In the event that either party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement or arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be

entitled, the reasonable costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

- 8.11 No party is liable or responsible to the other party, nor may be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event must give notice within 10 days, or as soon as reasonably feasible, of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 8.12 Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employer-employee or agency relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
- 8.13 If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party will make such payment or delivery on the next succeeding Business Day.
- 8.14 Time is of the essence with respect to this Agreement.

[signatures appear on the following page]

EXECUTED to be effective as of the Effective Date, PROVIDED that this Agreement is of no force or effect unless and until approved by the Murfreesboro City Council and the governing board of Notes Live.

NOTES LIVE, INC.

By: _____
Its: _____
Date: _____

CITY OF MURFREESBORO

Authorized and approved by City Council
on _____.

By: Shane McFarland
Its: Mayor

ATTESTATION:

By: Jennifer Brown
Its: City Recorder

APPROVED AS TO FORM:

By: Adam Tucker
Its: City Attorney

EXHIBIT D
Shared Parking Facility Diagram

EXHIBIT D

DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS

By Notes Live

Conduct a Traffic Impact Study that compares estimated peak hour traffic both inbound and outbound from the facility to existing and estimated future traffic volumes on roadway and intersections near the facility.

Gateway Blvd north bound dual left turns onto west bound Medical Center Pkwy.

- Add not more than 100 ft of new left turn lane on Gateway Blvd creating a dual left turn onto Medical Center Pkwy
- Add not more than 150 ft of transition
- Add an additional signal head and extend signal mast arm if necessary
- Reconstruct median including street trees, irrigation and utilities if any
- Add drainage inlets to supplement street drains if needed
- Remark intersection and travel lanes

Medical Center Pkwy east bound right turn lane onto south bound Gateway Blvd.

- Add not more than 50 ft of new right turn lane on Medical Center Pkwy onto Gateway Blvd.
- Add not more than 100 ft of transition
- Reconstruct sidewalk, streetlights, street trees, irrigation, and utilities (if any)
- Plate existing and add new drainage inlets to supplement street drains
- Reconstruct handicap ramp
- Remark intersection and travel lanes

Medical Center Pkwy east bound right turn lane and west bound left turn lane at the median opening at the Fountains (Fountains Crossover).

- Add not more than 100 ft of new east bound right turn lane and west bound left turn lane on Medical Center Pkwy into a new entrance to BBST.
- Add not more than 130 ft of transition
- Reconstruct median landscaping, street trees, irrigation, and utilities (if any)
- Extend if recommended by the traffic impact analysis the existing east bound left turn lane on Medical Center Pkwy into The Fountains

Access Street A on eastside of the BBST property to align with the eastern drive into The Fountains.

- Construct not more than 400 ft of new 3-lane private road to City Commercial Street Standards to a proposed intersection with an internal roadway on Swanson Property to the east.
- Commercial Street Standards include standup curb and gutter and 11-ft travel lanes with a commercial pavement section of
 - 1.5 in of E surface course
 - 2 in of BM2 binder
 - 3 in of A base
 - 8 in base stone
- Construct an inbound lane and dual left, through and right turn outbound lanes at Medical Center Pkwy.
- Include sidewalk and/or multiuse path

Signalize Access Street A and The Fountains East Drive at Medical Center Parkway.

- Install a decorative mast arm traffic signal to match existing Medical Center Parkway signals.
- Include CCTV and City standard communication and fiber facilities as required to interconnect the signal to the City Traffic Operations Center.
- Remark pavement markings at the intersection at Medical Center Pkwy including existing east drive at The Fountains to include:
 - Dual left turns for both The Fountains east drive onto Medical Center Pkwy E and Access Street A
 - A through lane
 - Dedicated right turn lanes onto Medical Center
- Dedicated left turn lanes from Medical Center Parkway into The Fountains and Access Street A

Parking for the Greenway Trail trailhead at a location near the West Fork Stones River designed to reasonably serve as convenient trailhead parking (including required handicapped spaces) and also serve as event parking (without the handicapped designation.)

By The City of Murfreesboro

Complete Gateway Blvd south bound from the existing roundabout to Robert Rose Dr

Initiate connection of Access Street A through a private drive to east per Agreement with Swanson to Warren St

Signalize Warren St at Medical Center Pkwy

ATTACHMENT 3
Younger Economic Impact Report

City of Murfreesboro, Rutherford County, TN
Notes Live Entertainment Campus
Economic Impact Analysis - Summary - 10 Years of Operation

Annual Impact from Operations (at full operation)									
Development Activity	Economic Impact	Direct/ Indirect Jobs (FTE)	Wages (Direct & Indirect)	Local Sales Tax (Direct)	Local Sales Tax (Indirect)	Local Other Taxes (Indirect)	Indirect Property Tax	Annual Average Direct Property Tax	Total Local Taxes (Direct & Indirect)
Food & Beverage	\$ 16,750,240	65	\$ 1,703,246	\$ 257,400	\$ 23,560	\$ 4,759	\$ 142,396	Combined Taxes for All Facilities Included in the Total	
Ticketed Events	\$ 32,025,365	43	\$ 1,434,914	\$ 523,809	\$ 19,848	\$ 4,009	\$ 93,306		
Venue Rental	\$ 1,554,630	30	\$ 1,012,880	\$ 12,227	\$ 14,011	\$ 2,830	\$ 65,863		
Total	\$ 50,330,235	138	\$ 4,151,040	\$ 793,436	\$ 57,419	\$ 11,599	\$ 301,565	\$ 292,289	\$ 1,456,307

One-Time Impact from Construction									
Development	Economic Impact	Direct/ Indirect Jobs Supported During the Development Period	Wages (Direct & Indirect)	Local Sales Tax (Direct)	Local Sales Tax (Indirect)	Local Other Taxes (Indirect)	Indirect Property Tax	Direct Property Tax	Total Local Taxes (Direct & Indirect)
Entertainment Campus	\$ 36,548,134	132	\$ 7,025,772	\$ 247,198	\$ 194,701	\$ 39,330	N/A	N/A	\$ 481,228

10-Year Impact from Operations									
Development Activity	Economic Impact	Direct/ Indirect Jobs	Wages (Direct & Indirect)	Local Sales Tax (Direct)	Local Sales Tax (Indirect)	Local Other Taxes (Indirect)	Indirect Property Tax	10-Year Total Direct Property Tax	Total Local Taxes (Direct & Indirect)
Food & Beverage	\$ 167,502,400	65	\$ 17,032,457	\$ 2,574,000	\$ 235,601	\$ 47,591	\$ 1,423,960	Combined Taxes for All Facilities Included in the Total	
Ticketed Events	\$ 320,253,648	43	\$ 14,349,140	\$ 5,238,090	\$ 198,484	\$ 40,094	\$ 933,057		
Venue Rental	\$ 15,546,300	30	\$ 10,128,805	\$ 122,265	\$ 140,107	\$ 28,302	\$ 658,629		
Total	\$ 503,302,348	138	\$ 41,510,402	\$ 7,934,355	\$ 574,193	\$ 115,987	\$ 3,015,646	\$ 2,922,893	\$ 14,563,073

City of Murfreesboro, Rutherford County, TN
Notes Live Entertainment Campus
Economic Impact and Benefit/Cost Analysis

One Time Expansion Impact		
Total Capital Investment*	\$	22,472,500
Real Property: Site Development/Construction*	\$	17,350,000
Final Demand Output Multiplier ¹		1.6682
Economic Impact	\$	28,943,270
Personal Property: Equipment Purchase/Set-up*	\$	5,122,500
Final Demand Output Multiplier ²		1.4846
Economic Impact	\$	7,604,864
Total Economic Impact	\$	36,548,134
Direct Local Sales Tax on Materials & Equipment**	\$	247,198
Final Demand Employment Multiplier ³		7.6119
Jobs Supported During the Construction/Set-Up Period***		132
Rutherford County Annual Average Wage ⁴	\$	53,199
Wages Paid to Jobs Supported During Construction/Set-Up	\$	7,025,772
Local Indirect Sales Tax Revenue ⁵	\$	194,701
Other Local Indirect Tax Revenue ⁶	\$	39,330
Total Tax Revenue	\$	234,031

*Projected construction estimates provided by developer.

** Assumes 40% of construction purchases will be subject to local sales tax.

***Represents the total number of jobs supported during the construction period. If the construction period is 2 years the annual average employment would be 66 per year. These jobs are considered transient and, in theory, would disappear after the construction and set-up period is complete.

City of Murfreesboro, Rutherford County, TN
Notes Live Entertainment Campus
Economic Impact Analysis

Annual Impact of Operations - Food & Beverage	BBST	Boot Barn Hall	Sunset	Total
Projected Revenue from Food and Beverage	\$ 4,680,000	\$ 1,820,000	\$ 3,900,000	\$ 10,400,000
Final Demand Output Multiplier ⁷	1.6106	1.6106	1.6106	
Total Economic Impact	\$ 7,537,608	\$ 2,931,292	\$ 6,281,340	\$ 16,750,240
Projected Sales Taxable Revenue*	\$ 4,212,000	\$ 1,638,000	\$ 3,510,000	
Direct Local Sales Tax Revenue (2.75%)	\$ 115,830	\$ 45,045	\$ 96,525	\$ 257,400
Direct Jobs (Estimated FTE)	30	8	14	52
Direct Effect Employment Multiplier ⁸	1.2526	1.2526	1.2526	
Indirect Jobs Supported	8	2	4	13
Total Employment - Direct & Indirect	38	10	18	65
Rutherford County Annual Average Wage - Specified Industry ⁹	\$ 19,317	\$ 19,317	\$ 19,317	
Wages, Direct	\$ 579,502	\$ 154,534	\$ 270,434	\$ 1,004,469
Rutherford County Annual Average Wage ⁴	\$ 53,199	\$ 53,199	\$ 53,199	
Wages, Indirect	\$ 403,140	\$ 107,504	\$ 188,132	\$ 698,776
Total Wages	\$ 982,642	\$ 262,038	\$ 458,566	\$ 1,703,246
Local Indirect Sales Tax Revenue ⁵	\$ 13,592	\$ 3,625	\$ 6,343	\$ 23,560
Other Local Indirect Tax Revenue ⁶	\$ 2,746	\$ 732	\$ 1,281	\$ 4,759
Indirect Residential/Commercial Property Tax Revenue ¹⁰	\$ 82,152	\$ 21,907	\$ 38,337	\$ 142,396
Total Local Tax Revenue (Direct & Indirect)	\$ 214,320	\$ 71,309	\$ 142,487	\$ 428,115

*Assumes that 90% of annual revenue from food and beverage sales will be subject to local sales tax.

City of Murfreesboro, Rutherford County, TN
Notes Live Entertainment Campus
Economic Impact Analysis

Annual Impact of Operations - Ticketed Events	Boot Barn Hall	The Sunset	Total
Projected Revenue from Ticketed Events	\$ 1,664,000	\$ 19,500,000	\$ 21,164,000
Final Demand Output Multiplier ¹¹	1.5132	1.5132	
Total Economic Impact	\$ 2,517,965	\$ 29,507,400	\$ 32,025,365
Projected Sales Taxable Revenue*	\$ 1,497,600	\$ 17,550,000	
Direct Local Sales Tax Revenue (2.75%)	\$ 41,184	\$ 482,625	\$ 523,809
Direct Jobs (Estimated FTE)	6	28	34
Direct Effect Employment Multiplier ¹²	1.2553	1.2553	
Indirect Jobs Supported	2	7	9
Total Employment - Direct & Indirect	8	35	43
Rutherford County Annual Average wage - Specified Industry ¹³	\$ 28,622	\$ 28,622	
Wages, Direct	\$ 171,730	\$ 801,408	\$ 973,138
Rutherford County Annual Average Wage ⁴	\$ 53,199	\$ 53,199	
Wages, Indirect	\$ 81,490	\$ 380,286	\$ 461,776
Total Wages	\$ 253,220	\$ 1,181,694	\$ 1,434,914
Local Indirect Sales Tax Revenue ⁵	\$ 3,503	\$ 16,346	\$ 19,848
Other Local Indirect Tax Revenue ⁶	\$ 708	\$ 3,302	\$ 4,009
Indirect Residential/Commercial Property Tax Revenue ¹⁰	\$ 16,466	\$ 76,840	\$ 93,306
Total Local Tax Revenue (Direct & Indirect)	\$ 61,860	\$ 579,113	\$ 640,973

*Assumes that 90% of annual revenue from ticket sales will be subject to local sales tax.

City of Murfreesboro, Rutherford County, TN
Notes Live Entertainment Campus
Economic Impact Analysis

Annual Impact of Operations	Venue Rentals/Sponsorships
Projected Revenue from Venue Rentals	\$ 494,000
Projected Revenue from Sponsorships	\$ 430,000
Final Demand Output Multiplier ¹⁴	1.6825
Total Economic Impact	\$ 1,554,630
Projected Sales Taxable Revenue*	\$ 444,600
Direct Local Sales Tax Revenue (2.75%)	\$ 12,227
Direct Jobs (Estimated FTE)	24
Direct Effect Employment Multiplier ¹²	1.2553
Total Employment - Direct & Indirect	30
Rutherford County Annual Average Wage - Specified Industry ¹³	\$ 28,622
Wages, Direct	\$ 686,921
Rutherford County Annual Average Wage ²	\$ 53,199
Wages, Indirect	\$ 325,959
Total Wages	\$ 1,012,880
Local Indirect Sales Tax Revenue ⁵	\$ 14,011
Other Local Indirect Tax Revenue ⁶	\$ 2,830
Indirect Residential/Commercial Property Tax Revenue ¹⁰	\$ 65,863
Total Local Indirect Tax Revenue	\$ 94,930

**Assumes that 90% of annual venue rental revenue will be subject to local sales tax and none of the sponsorship revenue will be subject to local sales tax.*

City of Murfreesboro, Rutherford County, TN

Notes Live Entertainment Campus

City of Murfreesboro Tax Rate: \$1.2894	Real Property City of Murfreesboro	Rutherford County Tax Rate: \$2.2194	Real Property Rutherford County
	Full Taxes		Full Taxes
Value*	\$ 19,215,700	Value*	\$ 19,215,700
Year 1	\$ 99,107	Year 1	\$ 170,589
Year 2	\$ 99,107	Year 2	\$ 170,589
Year 3	\$ 99,107	Year 3	\$ 170,589
Year 4	\$ 99,107	Year 4	\$ 170,589
Year 5	\$ 99,107	Year 5	\$ 170,589
Year 6	\$ 99,107	Year 6	\$ 170,589
Year 7	\$ 99,107	Year 7	\$ 170,589
Year 8	\$ 99,107	Year 8	\$ 170,589
Year 9	\$ 99,107	Year 9	\$ 170,589
Year 10	\$ 99,107	Year 10	\$ 170,589
Total	\$ 991,069	Total	\$ 1,705,893

Total Real Property Tax **\$ 2,696,962**

**Assumes that appraised value of the venues will be 80% of the total construction cost plus the current appraised value of the land (\$5,335,700).*

City of Murfreesboro, Rutherford County, TN

Notes Live Entertainment Campus

City of Murfreesboro Tax Rate: \$1.2894	Personal Property City of Murfreesboro		Rutherford County Tax Rate: \$2.21940	Personal Property Rutherford County	
	Full Taxes	Depreciation Rate*		Full Taxes	Depreciation Rate*
Value	\$5,122,500		Value	\$ 5,122,500	
Year 1	\$ 17,437	0.88	Year 1	\$ 30,014	0.88
Year 2	\$ 14,861	0.75	Year 2	\$ 25,580	0.75
Year 3	\$ 12,483	0.63	Year 3	\$ 21,487	0.63
Year 4	\$ 9,907	0.50	Year 4	\$ 17,053	0.50
Year 5	\$ 7,530	0.38	Year 5	\$ 12,961	0.38
Year 6	\$ 4,954	0.25	Year 6	\$ 8,527	0.25
Year 7	\$ 3,963	0.20	Year 7	\$ 6,821	0.20
Year 8	\$ 3,963	0.20	Year 8	\$ 6,821	0.20
Year 9	\$ 3,963	0.20	Year 9	\$ 6,821	0.20
Year 10	\$ 3,963	0.20	Year 10	\$ 6,821	0.20
Total	\$ 83,024		Total	\$ 142,907	

Total Personal Property Tax

\$ 225,931

**For the purpose of this analysis, all personal property is included into one group using a standard depreciation schedule.*

Notes for Notes Live Entertainment Campus Economic Impact Analysis

1. U.S. Bureau of Economic Analysis, 2012/2020 RIMS II aggregate final demand output multiplier for construction for Rutherford County, Tennessee. This multiplier represents the total change in output that occurs in all industries from each dollar of output delivered by the specified industry.
2. U.S. Bureau of Economic Analysis, 2012/2020 RIMS II aggregate final demand multiplier for wholesale trade for Rutherford County, Tennessee.
3. U.S. Bureau of Economic Analysis, 2012/2018 RIMS II aggregate final demand employment multiplier for construction for Rutherford County, Tennessee. This multiplier represents the total change in number of jobs that occurs in all industries from each \$1 million of output delivered by the specified industry.
4. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for all industry sectors in Rutherford County, 2020. Assumes an average wage increase of 1.5% for 2021 and 2022.
5. U.S. Department of Labor, *Consumer Expenditure Survey*, Southern US 2020 factor applied to determine the rate of indirect or “downstream” expenditures on sales taxable goods and services at the local option tax rate of \$.0275.
6. Based upon July 2020 - June 2021 collections of local Rutherford County Business, Alcohol, Hotel/Motel and Motor Vehicle fees and taxes as a ratio to local sales tax collections.
7. U.S. Bureau of Economic Analysis, 2012/2020 RIMS II aggregate final demand output multiplier for food service and drinking places for Rutherford County, Tennessee.
8. U.S. Bureau of Economic Analysis, 2012/2018 RIMS II aggregate direct effect employment multiplier for food service and drinking places for Rutherford County, Tennessee. This multiplier represents the total change in the number of jobs that occurs in all industries from each direct job created by the specified industry.
9. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for the food service and drinking places industry sector in Rutherford County, 2020. Assumes an average wage increase of 1.5% for 2021 and 2022.
10. New property tax for Rutherford County and the City of Murfreesboro based on projected new property value created by new direct jobs supported from the new entertainment venue. The new property value may be new single-family homes, new rental property, expansions, or improvements to existing residential or commercial property. Although commercial property value is included, the residential rate of assessment is used as a conservative measure. The assessment rate of 25% and a combined Rutherford County (\$2.2194) and City of Murfreesboro (\$1.2894) tax rate of \$3.5088 per \$100 of assessed value is used. Calculation assumes that 80% of the direct jobs created will reside in Rutherford County. Direct property taxes paid by companies are not included in this value.

11. U.S. Bureau of Economic Analysis, 2012/2020 RIMS II aggregate final demand output multiplier for performing arts, spectator sports, museums and related activities for Rutherford County, Tennessee.
12. U.S. Bureau of Economic Analysis, 2012/2018 RIMS II aggregate direct effect employment multiplier for performing arts, spectator sports, museums and related activities for Rutherford County, Tennessee.
13. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for the performing arts, spectator sports and related activities industry sector in Rutherford County, 2020. Assumes an average wage increase of 1.5% for 2021 and 2022.
14. U.S. Bureau of Economic Analysis, 2012/2020 RIMS II final demand output multiplier for general and consumer rental and leasing services for Rutherford County, Tennessee.

*All calculations are in constant 2022 dollars. No tax rate increases are assumed.

ATTACHMENT 4

Economic Projection Factors

Annual Wages: \$3,597,942. Estimated annual payroll expenses, wages and benefits projected for the project. Additionally, the indirect jobs multiplier, which is supplied by the U.S. Bureau of Economic Analysis, 2012/2018 RIMS II, measures the aggregate direct effect of food service employment in Rutherford County, Tennessee, increases the wage number of approximately \$700,000 per year.

Direct Economic Activity: \$57,439,146. Estimated economic activity created directly by the Notes Live venues, composed of total sales, total cost of goods sold, total payroll, and total operating expenses. Measure of overall economic impact from operations prior to the further circulation of capital through the economy, which is a multiple.

Discount Rate: 3.3%. Average bond yield for AA municipal 20-year bonds. This is one representation of the approximate cost of City borrowing needed to replace an amount of anticipated revenue.

Future Value Factor: 2.12%. Midpoint between the U.S. Bureau of Labor Statistics Annual Inflation Rate 1998-2021 and 1-year Treasury Notes for the same period. This is one representation of the approximate opportunity cost associated with the past expenditure of City funds.

Land Cost: \$660,886. The City purchased the Swain Property, 69.93 acres, in 1998 for \$2m (Swain₁). This purchase includes all but one acre of the Project's 18.2-acre property. That one acre was part of a 2.9-acre parcel purchased from another member of the Swain family for \$490,000 (Swain₂), most likely because it include a house and other structures. The total paid for the land, therefore, is \$660,886, calculated as follows:

Swain₁ Purchase

Sale Price (SP ₁):	\$2,000,000
Sold Acres (SA ₁):	20
Sold Square Feet (SSF ₁):	SA ₁ x 43,560 = 20 x 43,560 = 3,046,151
Price/Square Foot (PPSF ₁):	SP ₁ ÷ SSF ₁ = \$2,000,000 ÷ 3,046,151 = \$0.66
Property Acres (PA ₁):	17.2
Property Square Feet (PSF ₁):	PA ₁ x 43,560 = 17.2 x 43,560 = 749,232
Purchase Price (PP ₁):	PSF ₁ x PPSF ₁ = 749,232 x \$0.66 = \$491,920

Swain₂ Purchase

Sale Price (SP ₂):	\$490,000
Sold Acres (SA ₂):	2.9
Sold Square Feet (SSF ₂):	SA ₂ x 43,560 = 2.9 x 43,560 = 126,324
Price/Square Foot (PPSF ₂):	SP ₂ ÷ SSF ₂ = \$490,000 ÷ 126,324 = \$3.88
Property Acres (PA ₂):	1.0
Property Square Feet (PSF ₂):	PA ₂ x 43,560 = 1.0 x 43,560 = 43,560
Purchase Price (PP ₂):	PSF ₂ x PPSF ₂ = 43,560 x \$3.88 = \$168,966

Total Purchase

Total Property Acres (TPA):	18.2
Total Property Square Feet (TSF):	TPA x 43,560 = 792,792
Total Property Purchase Price (TPPP):	PP ₁ + PP ₂ = \$660,886
Total Property Price Per Square Foot:	TPPP ÷ TSF = \$0.88

Payments: \$163,350. Contract purchase price of \$5.00 psf for 15 acres, \$3,275,000, divided by the payment term of 20 years, with 3.2 acres set aside for City use but developed by Notes Live for event parking as well as Greenway Trailhead Parking.

Property Tax: \$144,172. City property tax at the current rate of .9526 for commercial property assessment on the development costs of \$37,839,474. Actual construction costs may vary based on then current market conditions. Property tax will also vary over time due to equalization and adjustments.

Return on Investment (Property): 392%. The standard formula for the calculation of a financial return on investment is:

$$\frac{\text{Current Value} - \text{Initial Investment}}{\text{Initial Investment}} \times 100 = \text{Return on Investment}$$

$$\frac{\$3,267,000 - \$660,886}{\$660,886} \times 100 = 394\%$$

Annualizing the return is calculated as follows:

$$\left(\left(\frac{\text{Current Value}}{\text{Initial Investment}} \right)^{(1/n)} - 1 \right) \times 100 = \text{Annualized Return on Investment}$$

$$\left(\left(\frac{\$3,267,000}{\$660,886} \right)^{(1/20)} - 1 \right) \times 100 = 8.32\%$$

Sales Tax: \$881,595. Local option sales tax 2.75% on the following estimated sales of \$32,058,000. Projected sales taxes excluded state shared revenue, mixed drink tax, and beer tax, all future enhance the Project's projected revenue.

COUNCIL COMMUNICATION

Meeting Date: 08/10/2022

Item Title: June 2022 Dashboard
Department: Administration
Presented by: Erin Tucker, Budget Director

Summary

June 2022 Dashboard packet

Background Information

Dashboard information includes relevant Financial, Building & Codes, Risk Management and Construction data.

Council Priorities Served

Responsible budgeting

Providing Council with assessable financial information on a regular basis assists in critical decision-making about the fiscal affairs of the City.

Fiscal Impacts

None

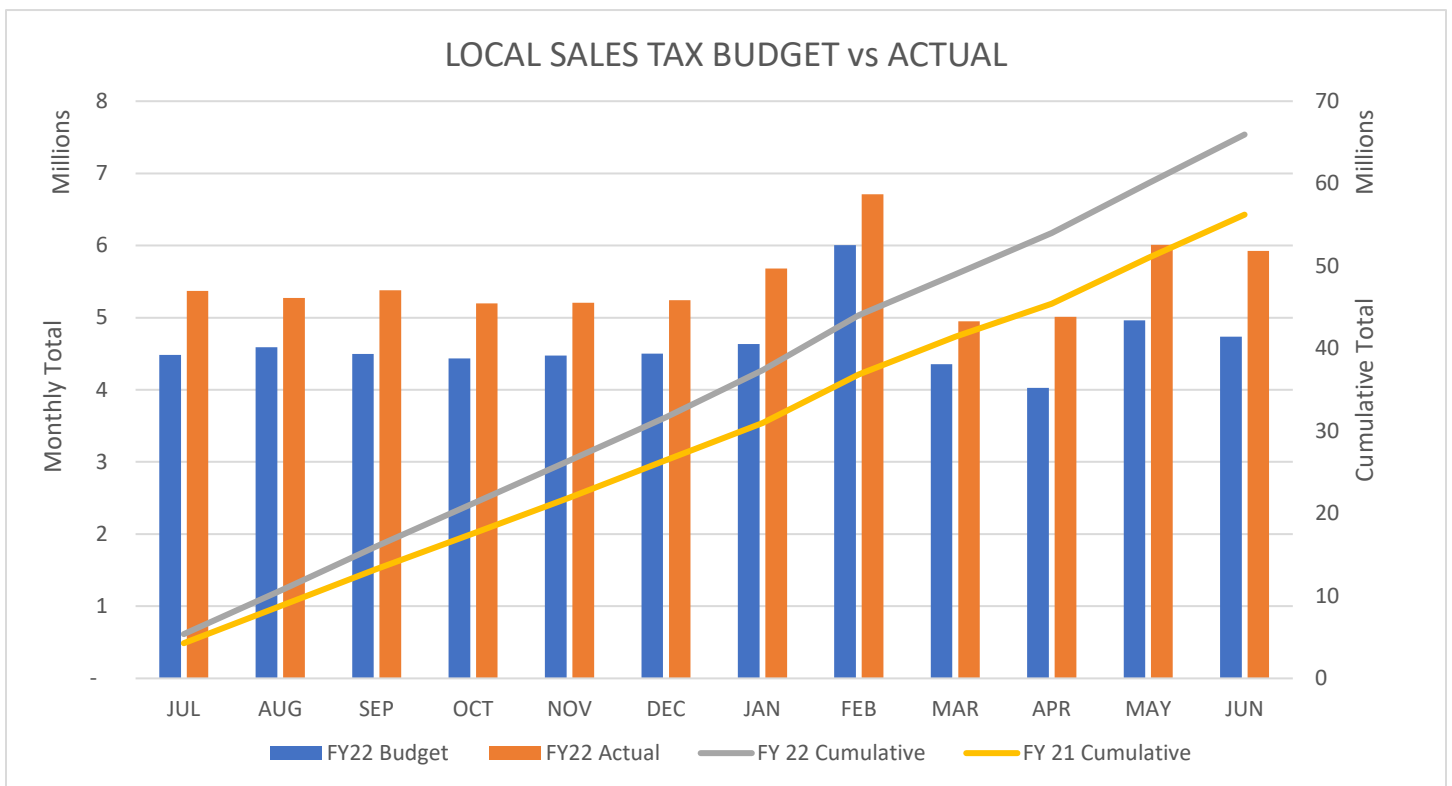
Attachments:

1. June 2022 Dashboard
2. City Schools June Dashboard

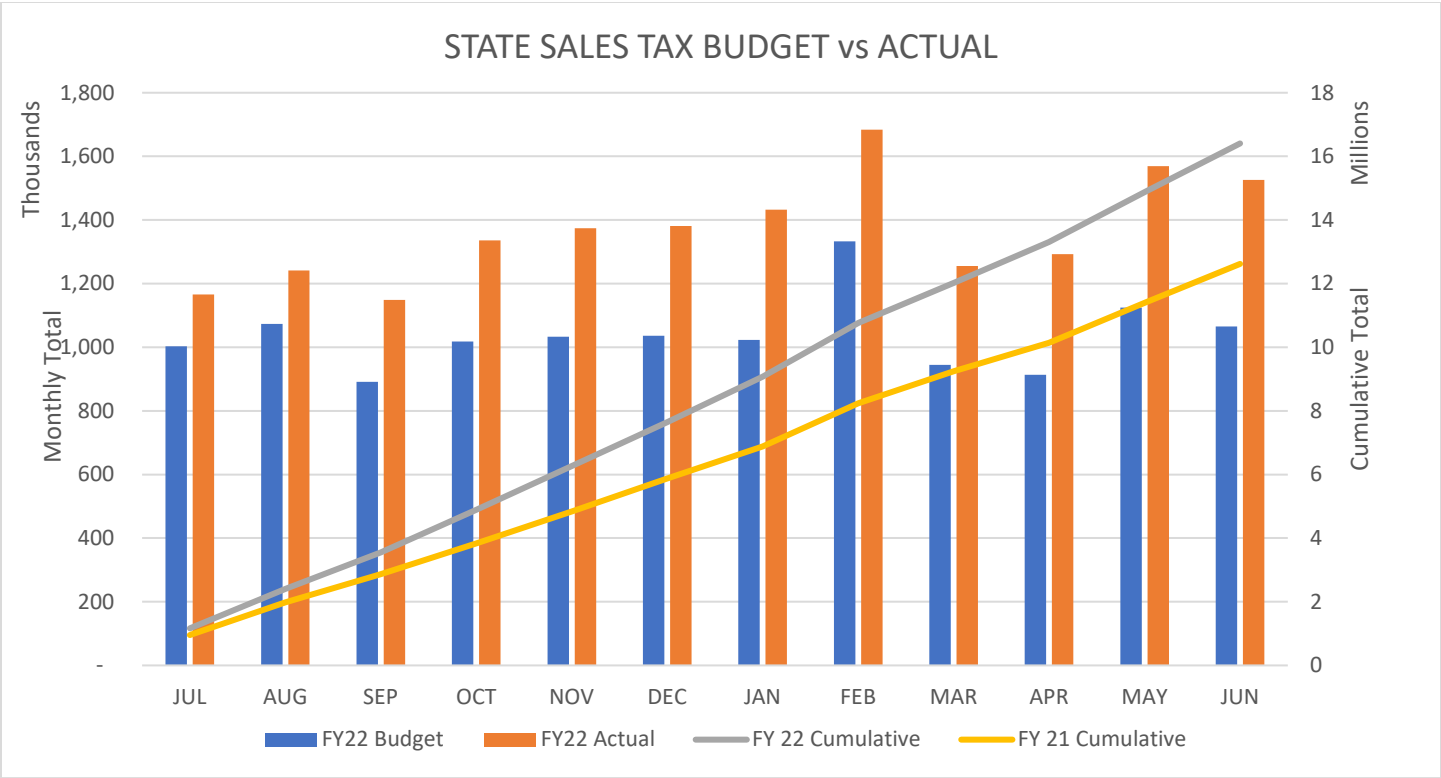
JUNE DASHBOARD



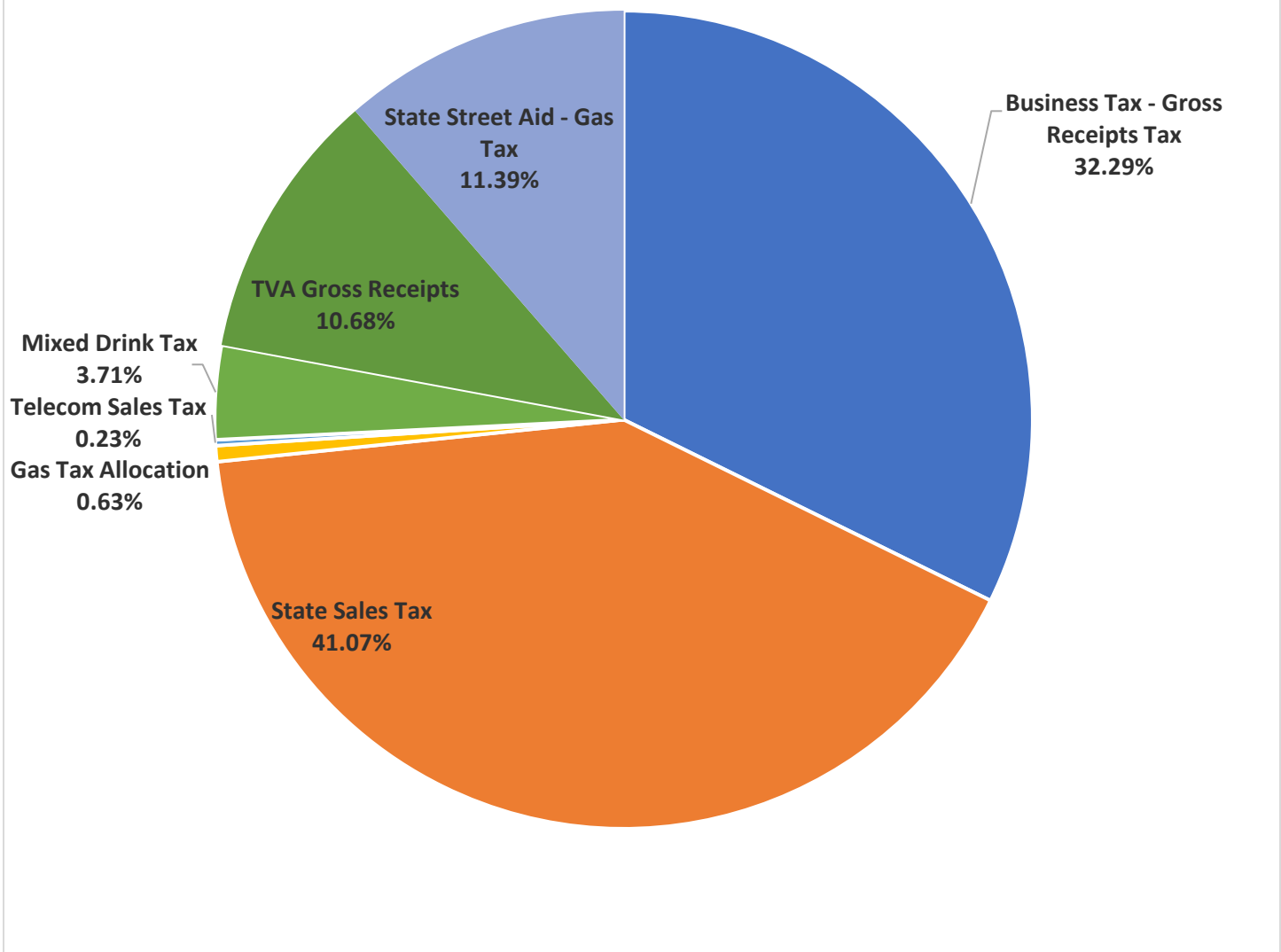
Property Tax notices were mailed in early October. While the FY22 budget reflects a 3.08% increase over FY21, actual results show a 4% increase over FY21.



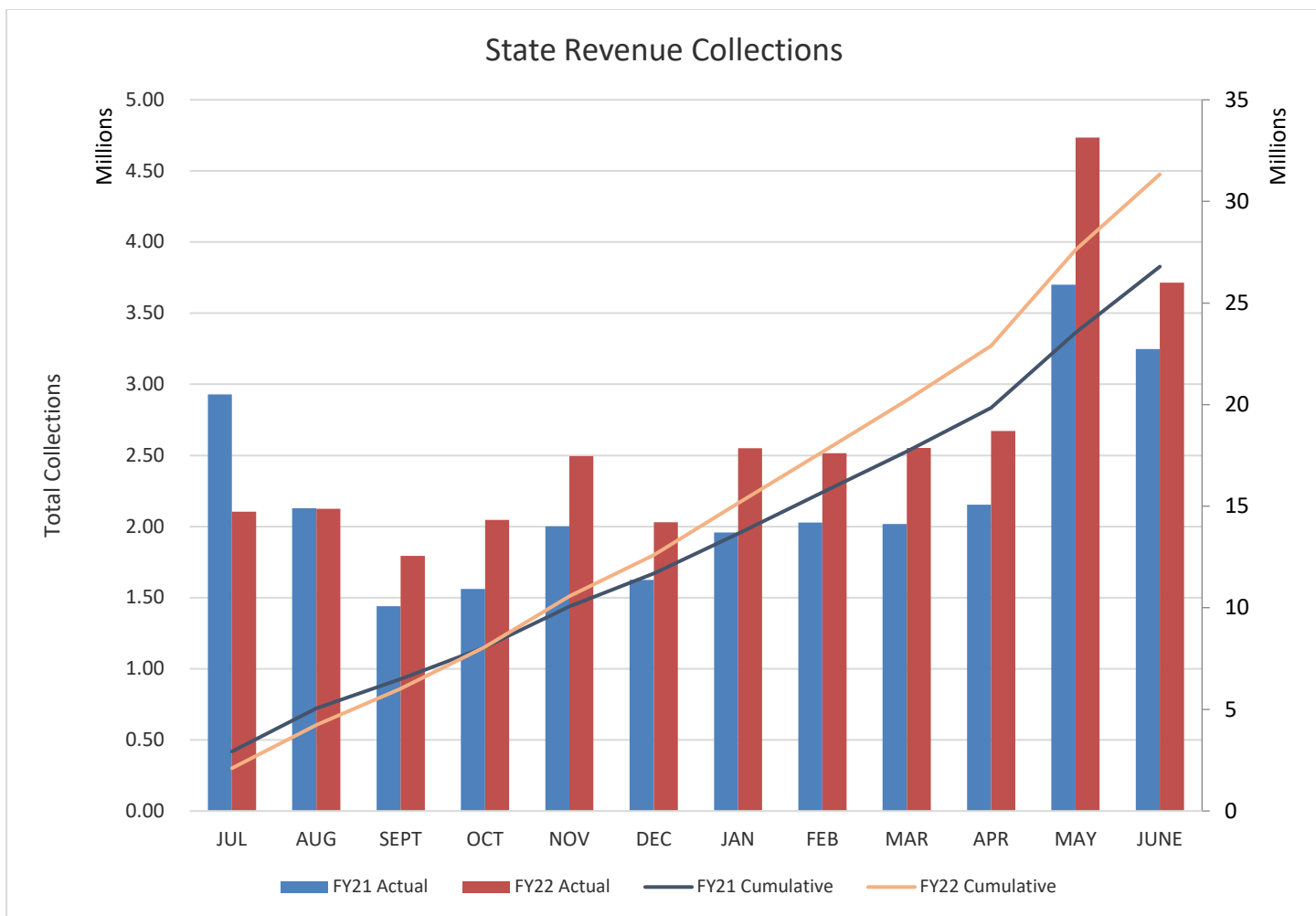
FY22 Local Sales Tax collections continue to outpace FY21. Through June, collections are trending over FY21 and over budget by 18.4%. This revenue stream will be closely monitored for major fluctuations.



State Sales Tax collections continue to outpace FY21 and budget by 30% through June. This revenue stream will be closely monitored for major fluctuations.

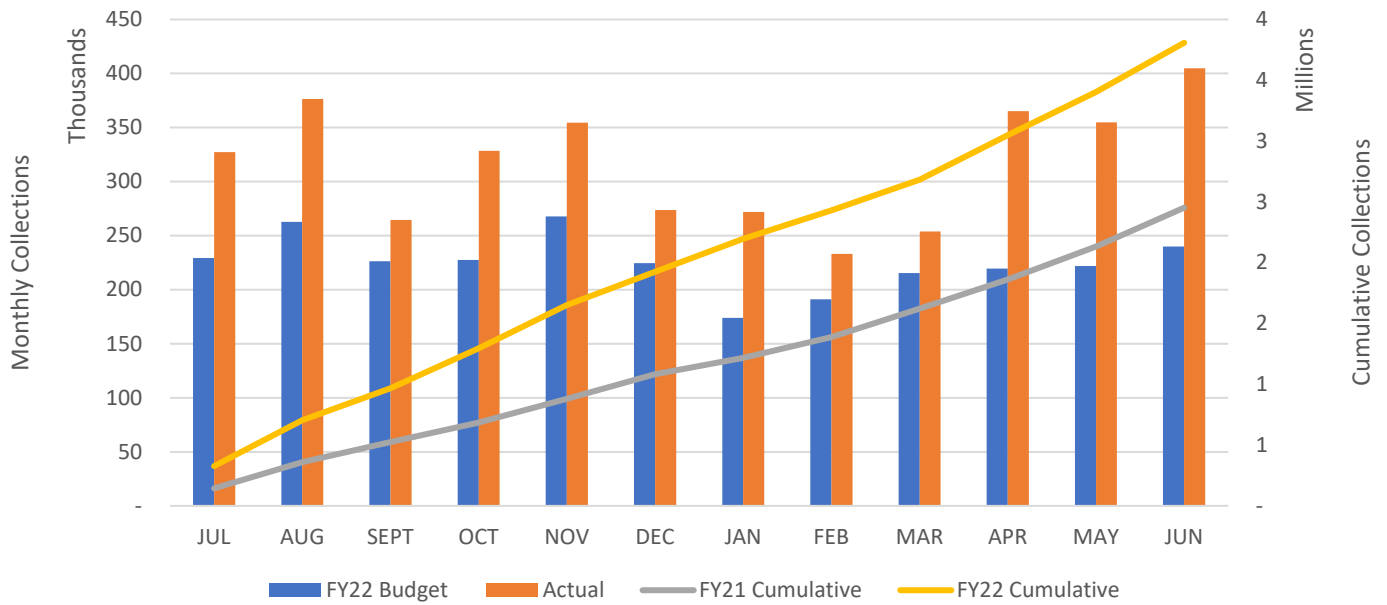


For June, Sales Tax receipts made up 41% of June receipts. Gross Receipts (Business Tax) followed with 32%. TVA Gross Receipts and State Street Aid Gas Tax (restricted to road improvements) each made up an additional 11%. The remaining 5% was made up with mixed drink, beer and other miscellaneous taxes.

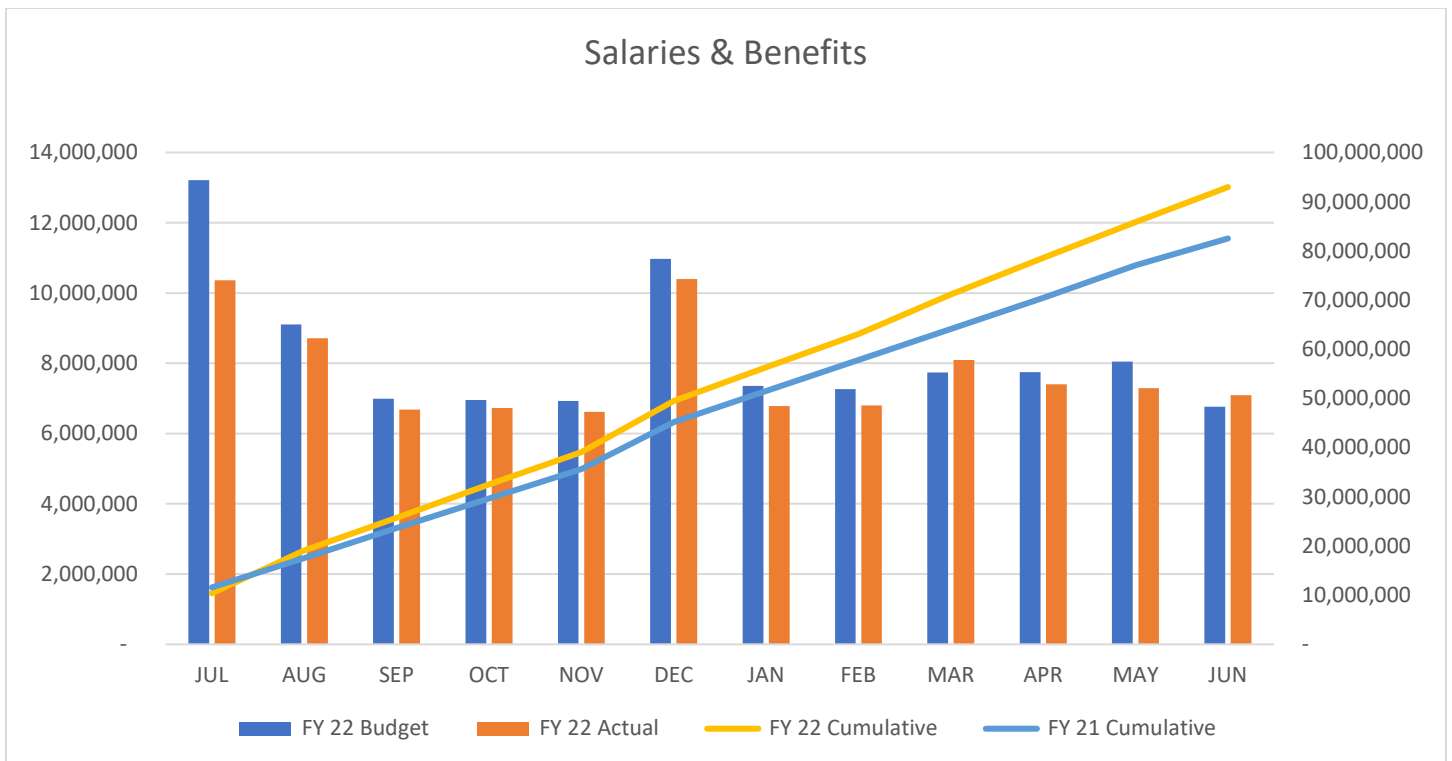


Overall, State Shared Revenue collections showed 14% growth for June as compared to FY21 and reflect a 17% increase cumulatively for the year. Sales Taxes receipts are showing a 25% increase as compared to June 2021. Most other taxes are showing a slow down in growth. Mixed Drink taxes reflect a 5% increase for the month, compared to 11% last month. For the year, this tax shows a 29% increase compared to FY21, bringing this revenue over and above pre-pandemic levels. State Street Aid Gas Tax also reflects a drop in growth, with 6% in June compared to 34% in May. Overall, a 19% growth is shown for the year for this tax - these revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.

HOTEL/MOTEL BUDGET vs. ACTUAL

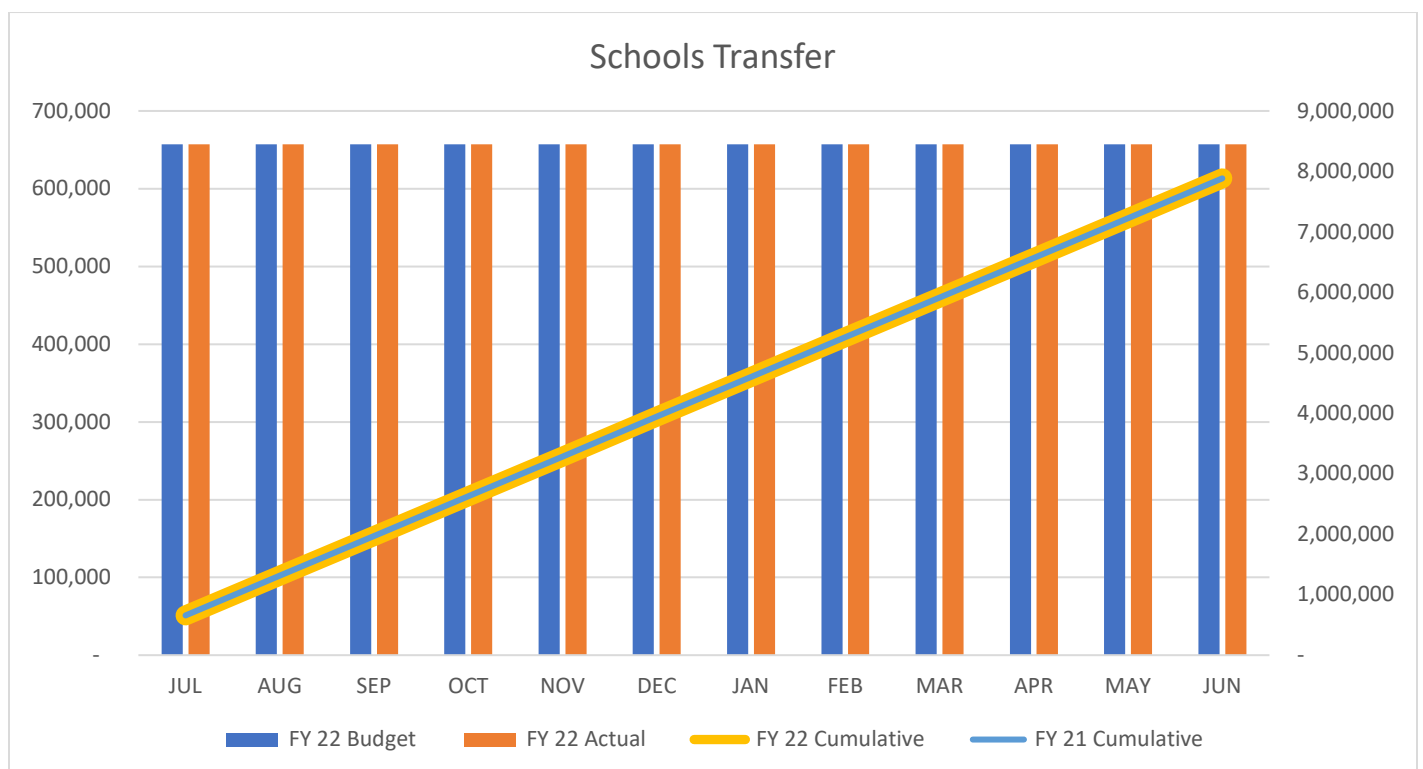


FY21 Hotel/Motel tax results indicated fewer receipts than previous years, therefore, the FY22 budget was conservatively budgeted. However, FY22 results indicate an increase over pre-pandemic tax collections and an increase over budget by 69% for the month and 55% for the year.

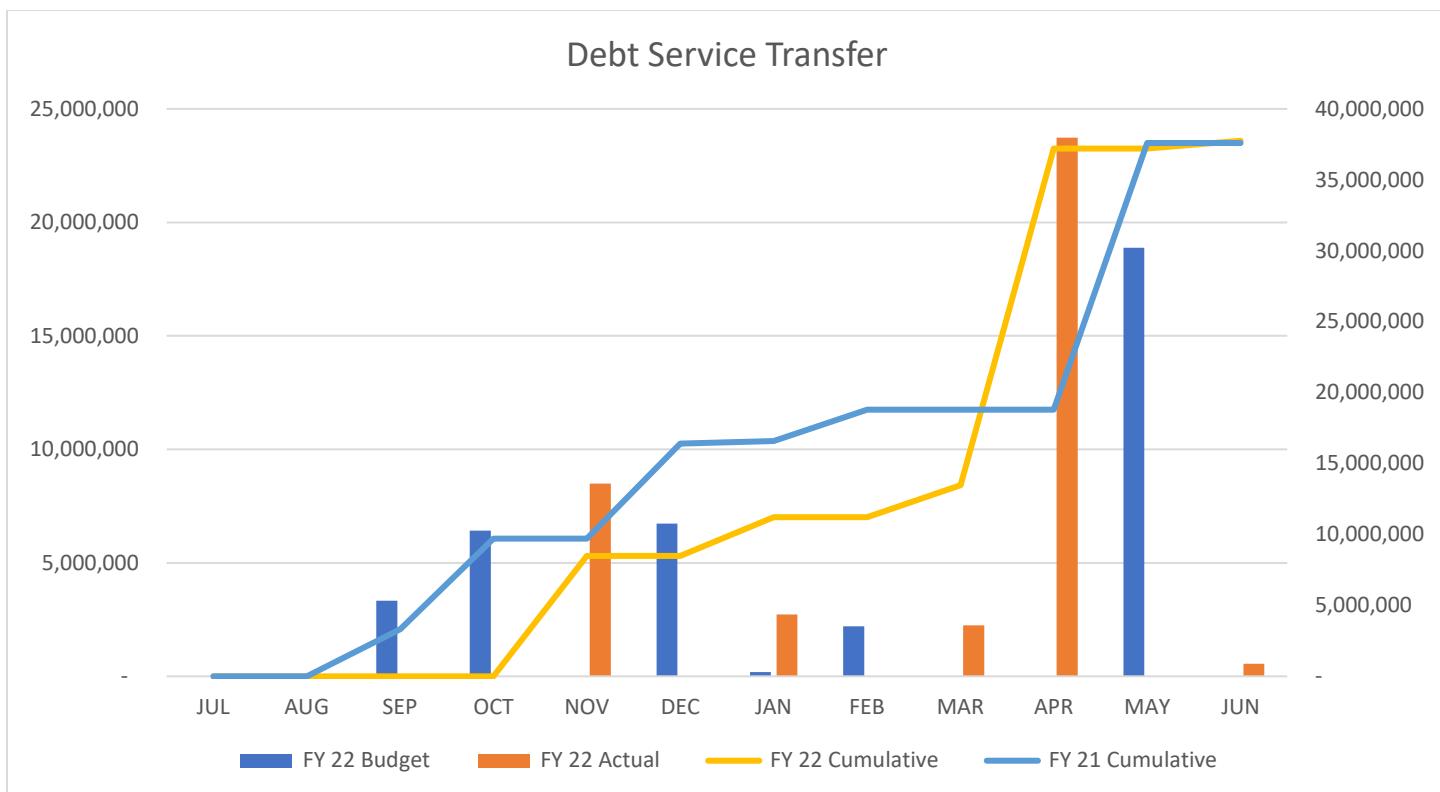


Salaries & Benefits make up 45% of General Fund's budget. The FY22 budget included 23 additional full-time positions, increasing full-time approved positions from 1,018 to 1,041 positions.

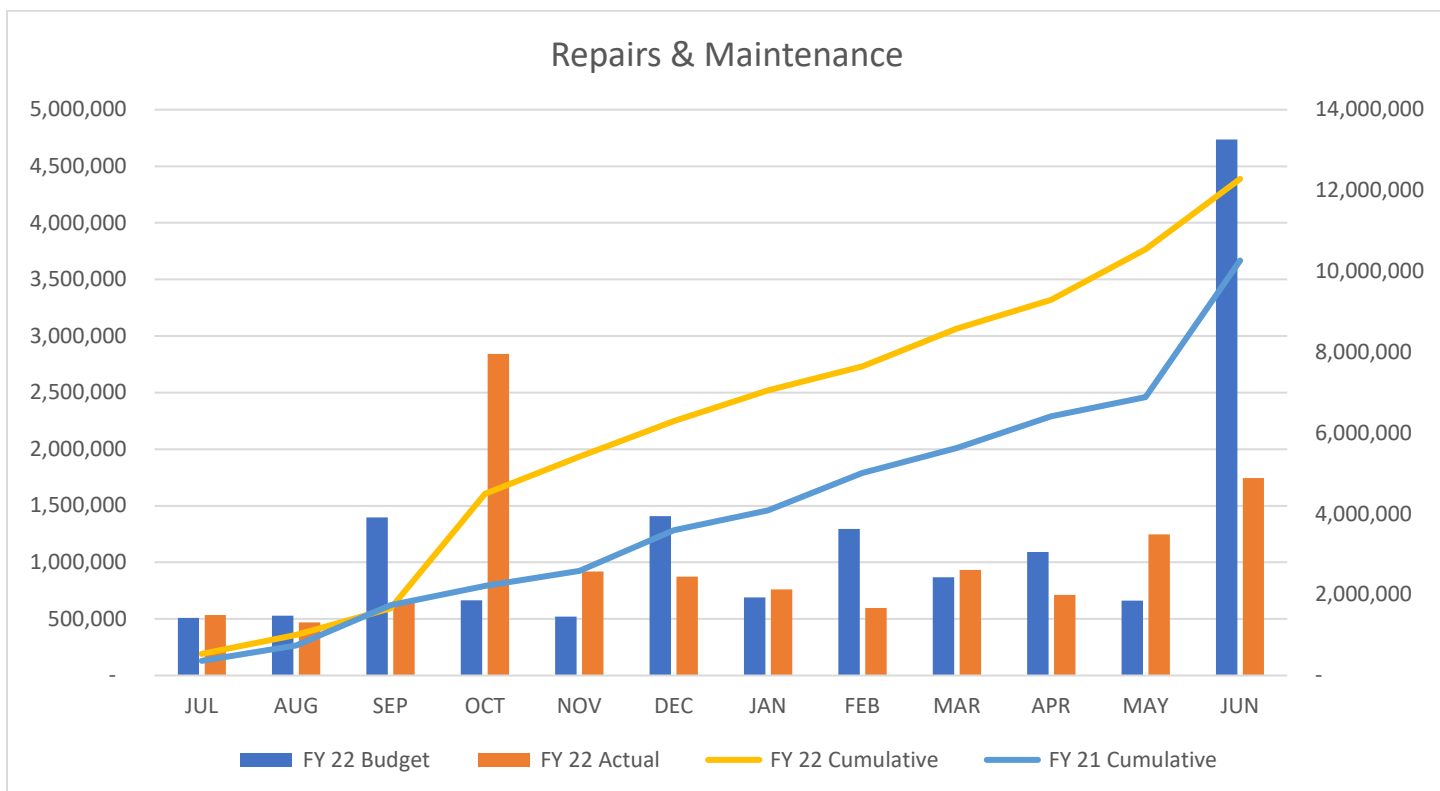
As of 6/30/22, there were 986 filled full-time positions and 54 vacancies, compared to 49 vacancies in May. Police had 43 open positions at the end of June, including 36 sworn officer positions. Salaries & Benefits are running 5% over budget for the month and 6% under budget for the year.



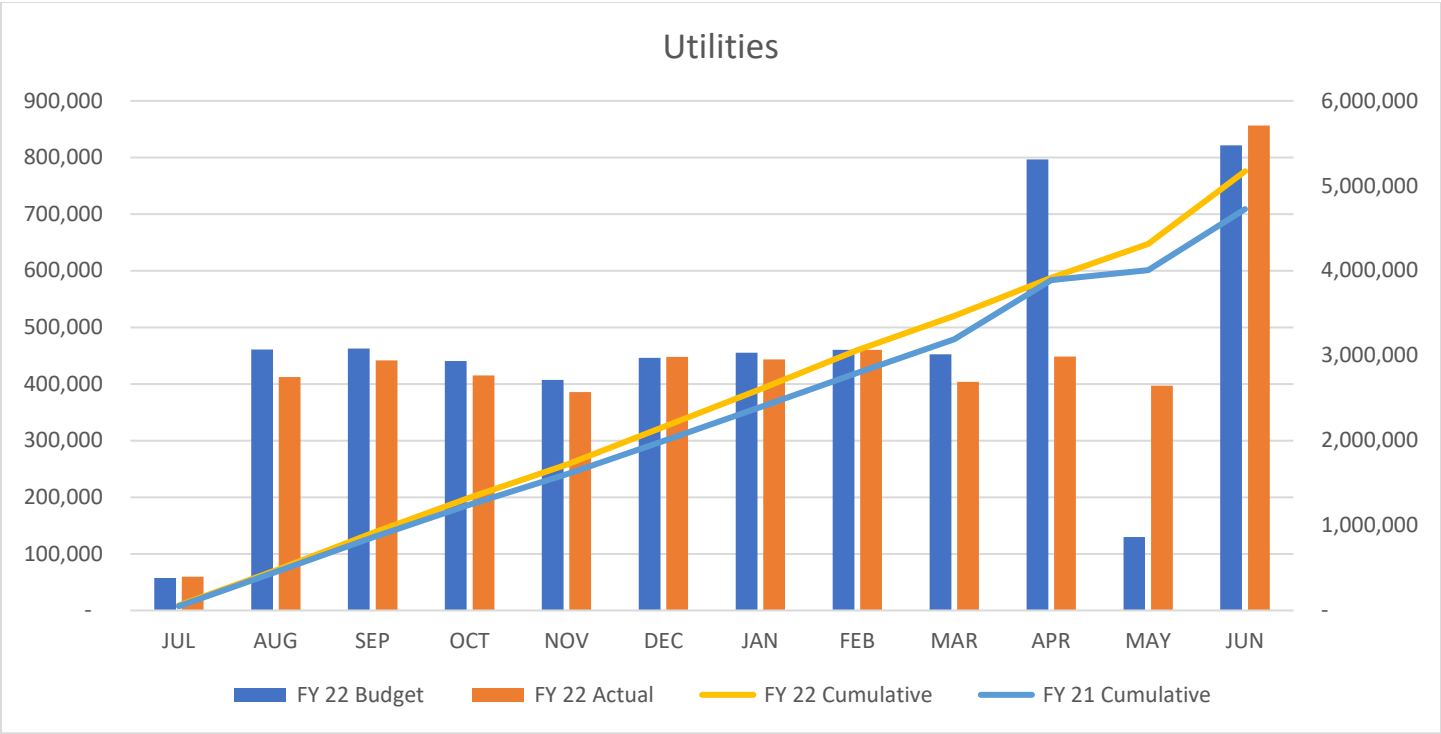
Transfers to City Schools makes up 4% of General Fund's budget. Budgeted Transfers to City Schools is budgeted at \$7.885M. This transfer is made in monthly increments evenly distributed throughout the year.



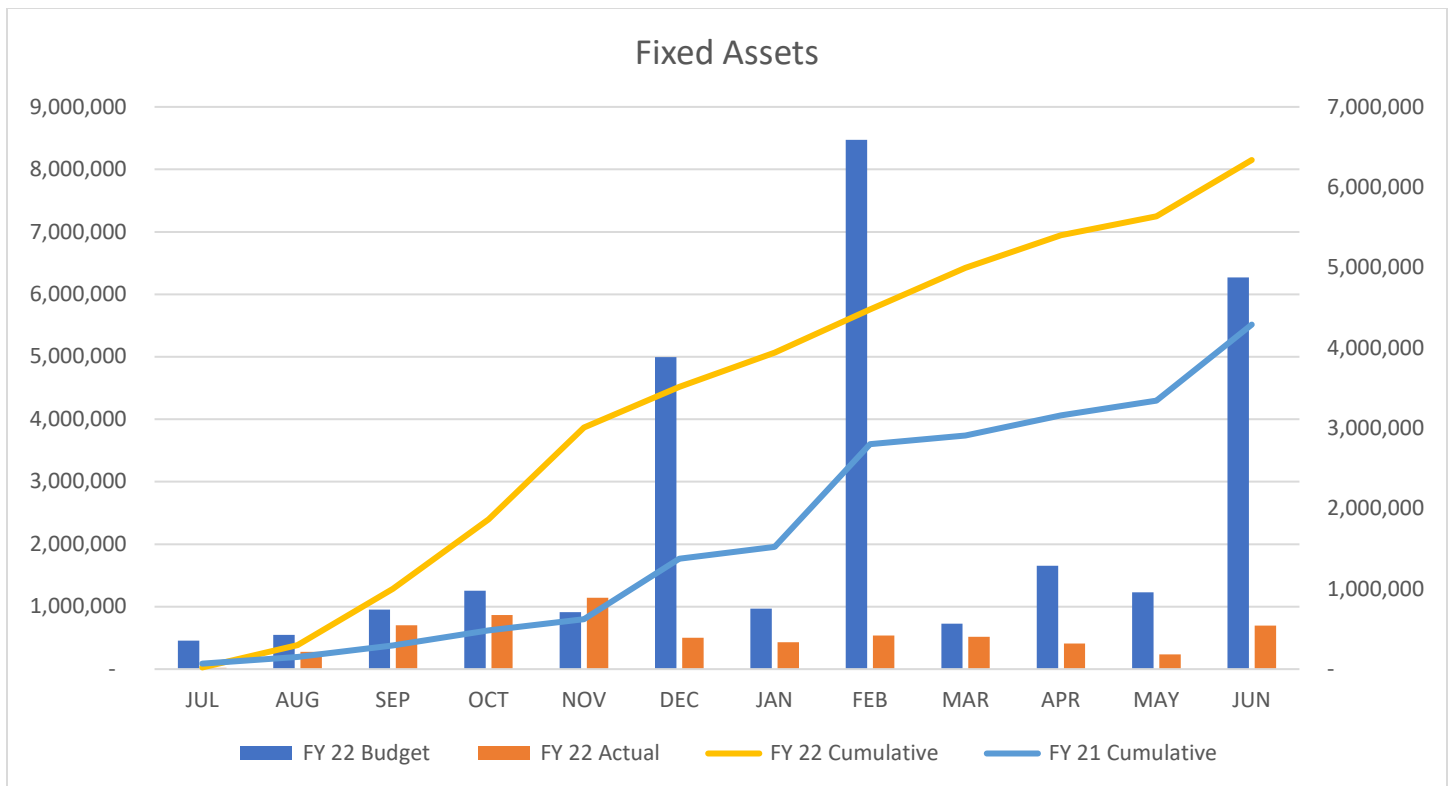
Budgeted Debt Service makes up 18% of General Fund's budget. The budgeted Debt Service Transfer increased by \$990k in FY22. This is due to the 2021 Bond issuance.



Repairs & Maintenance make up 7% of General Fund budgeted expenses and are up 5% as compared to FY21 budget. This includes maintenance of software (\$1.5M), fleet services (\$3.5M), and Police R&M for radios, mobile data terminals, etc. (\$1.28M). State Street Aid R&M of streets, markings and right of way totals \$4.3M. These expenses are seasonal and fluctuate depending on contract timing and timing of repairs. This was trending under budget by 15% and 20% over FY21 through June, primarily due to differences in timing of State Street Aid paving projects.



Utilities make up 2% of General Fund’s budget. Results are up 8% as compared to FY21 and are running 4% under budget through June.

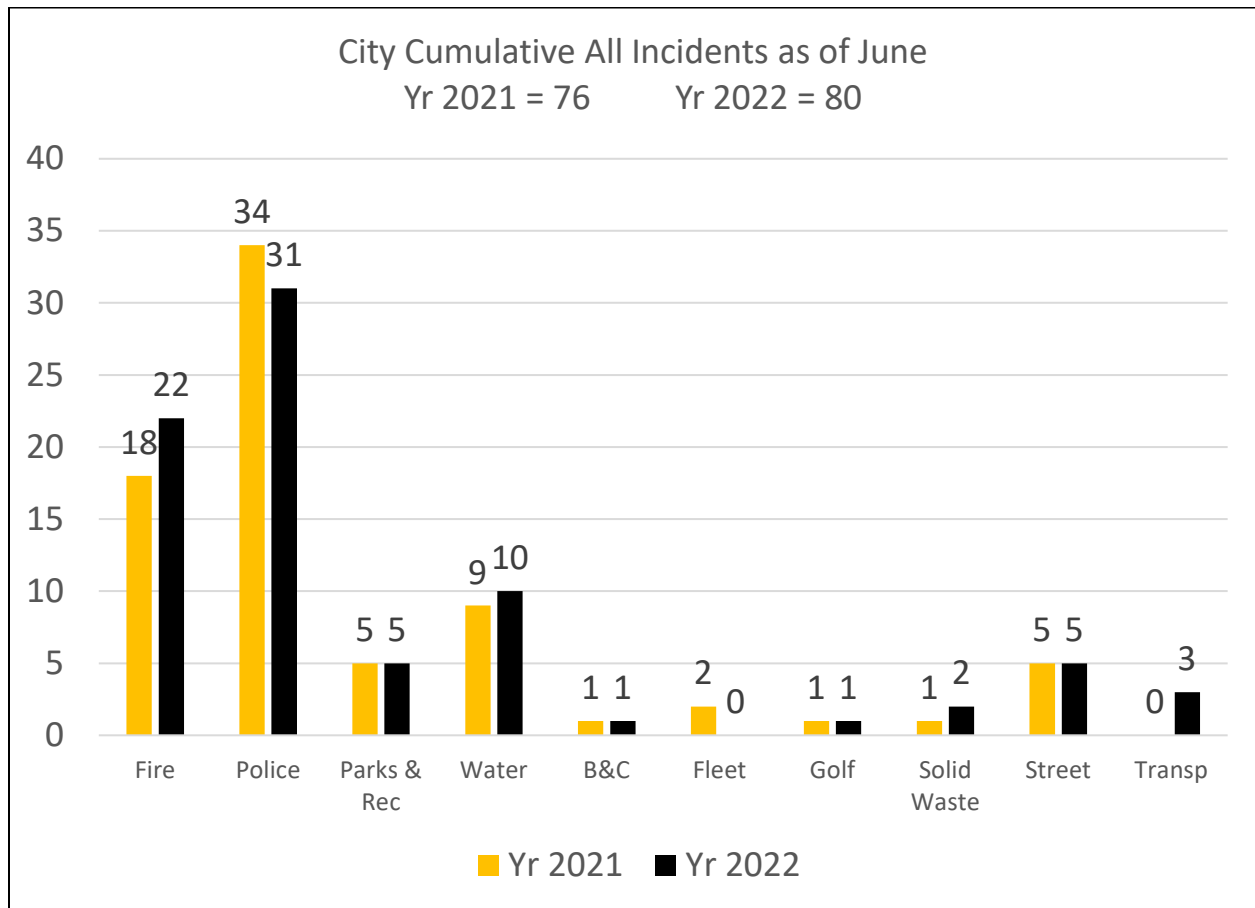


Fixed Assets make up 13% of General Fund’s budget, totaling \$28M These items include:

- \$6.9M in Infrastructure for grant funded road construction
- \$4.0M – Transit Facility
- \$2.0M – Police Equipment
- \$4.65M – Police Vehicles (from CIP)
- \$3.0M – Community West Park
- \$860k – Skate Park
- \$1.5M – Siegel Soccer Park building
- \$1.4M – Transit Buses
- \$600k – Parks & Recreation equipment
- \$500k – Fire equipment

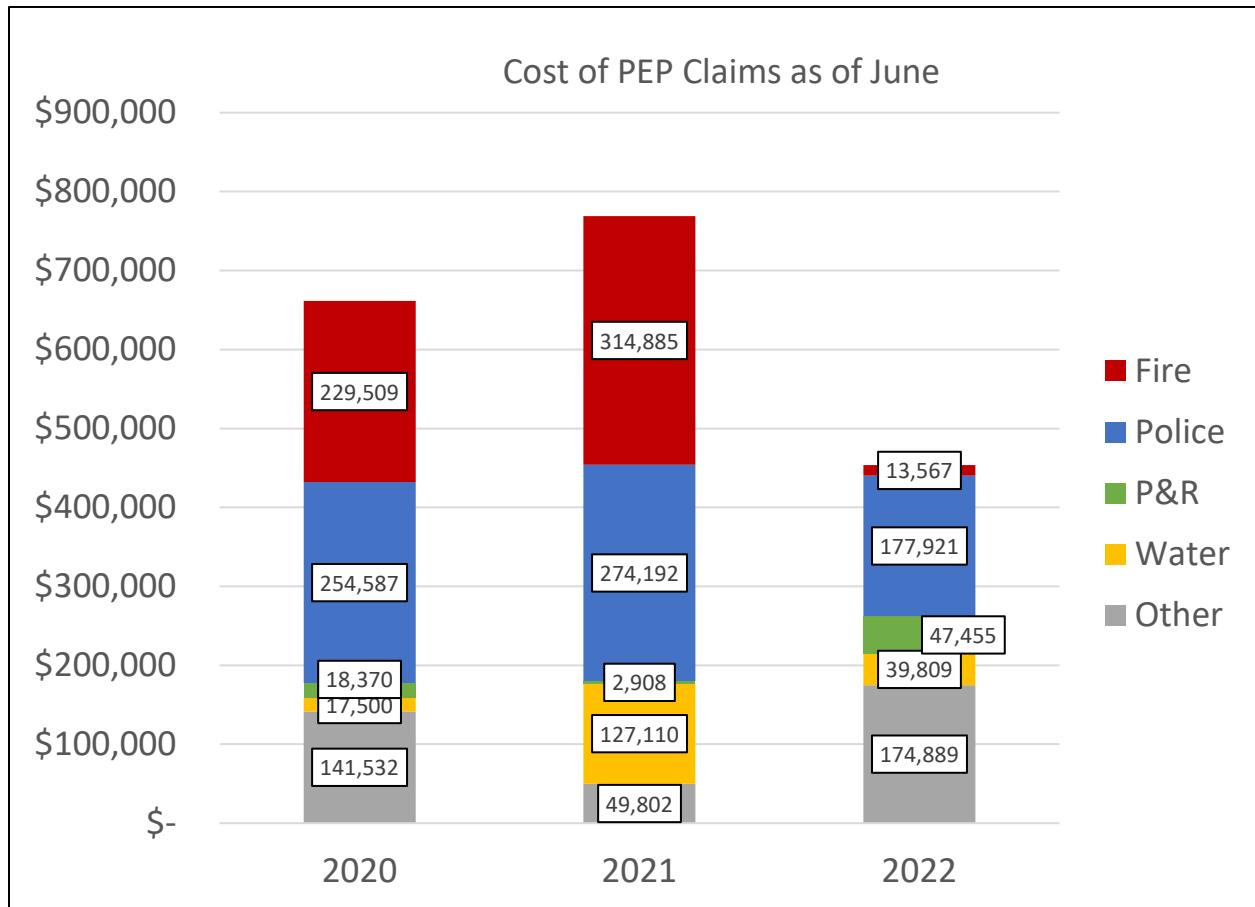
Timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. Through May, fixed asset spending was up 36% as compared to last year. This includes the \$650,000 purchase of the Church Street property for Economic Development purposes and the grant funded portion of the Infrastructure road projects totaling \$1.47M. As compared to budget, actual results are under budget by 77% - mainly due to delays in several large projects, including the purchase of police vehicles, community west park construction and the skate park construction.

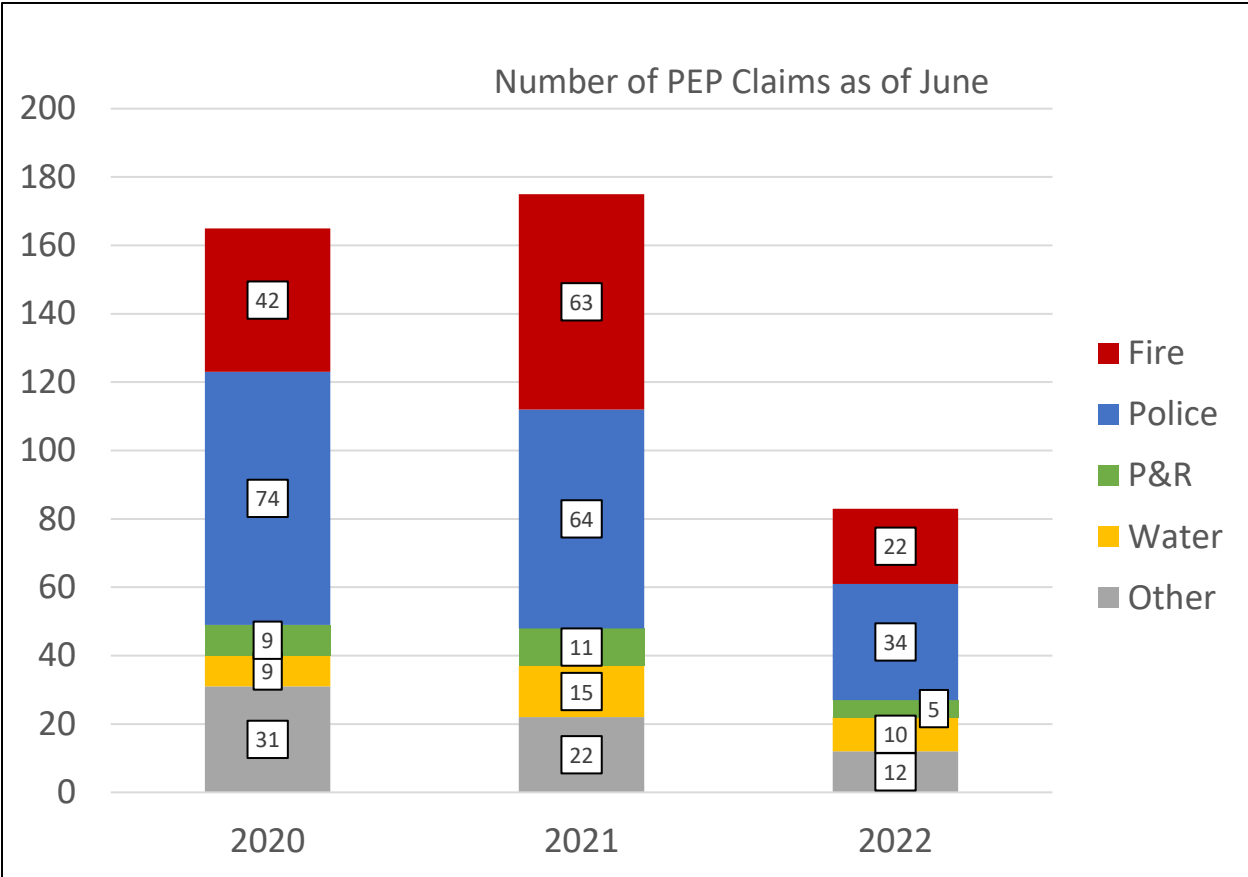
JUNE SAFETY REPORT



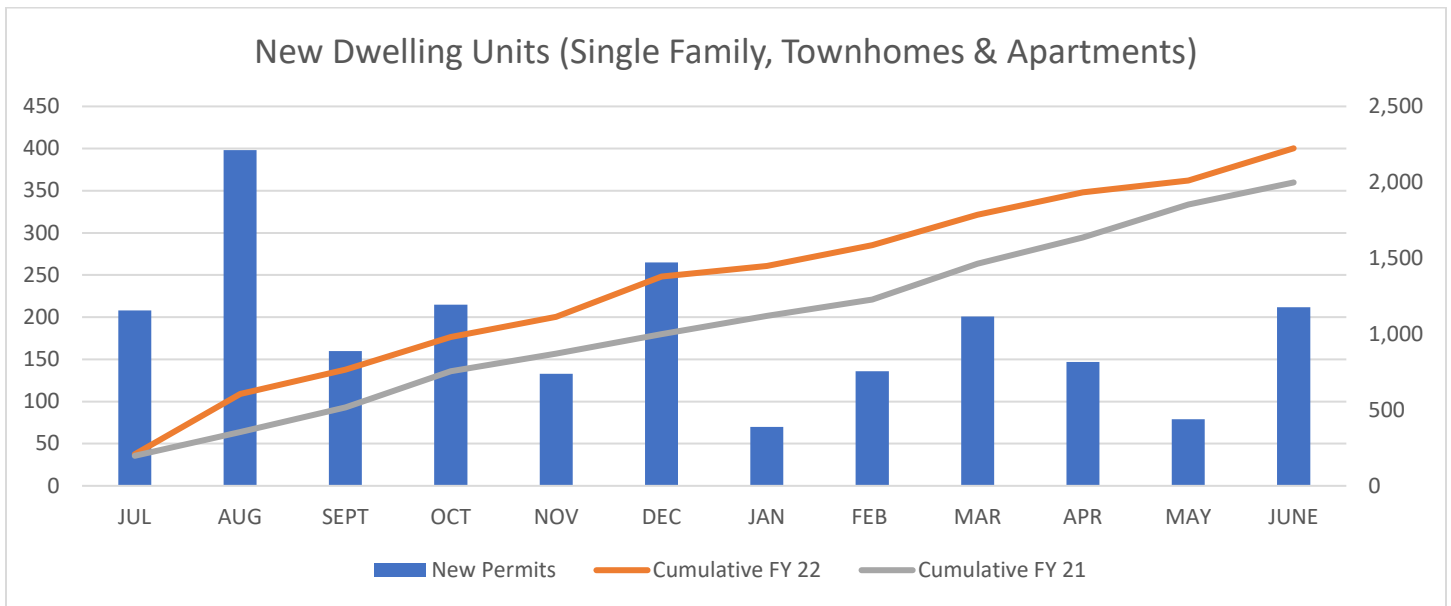
Safety incidents are reflected on a calendar vs. fiscal year basis. Overall, for the City, total incidents for 2022 are up by 4 incidents or 5% from 2021.

WORKERS' COMPENSATION

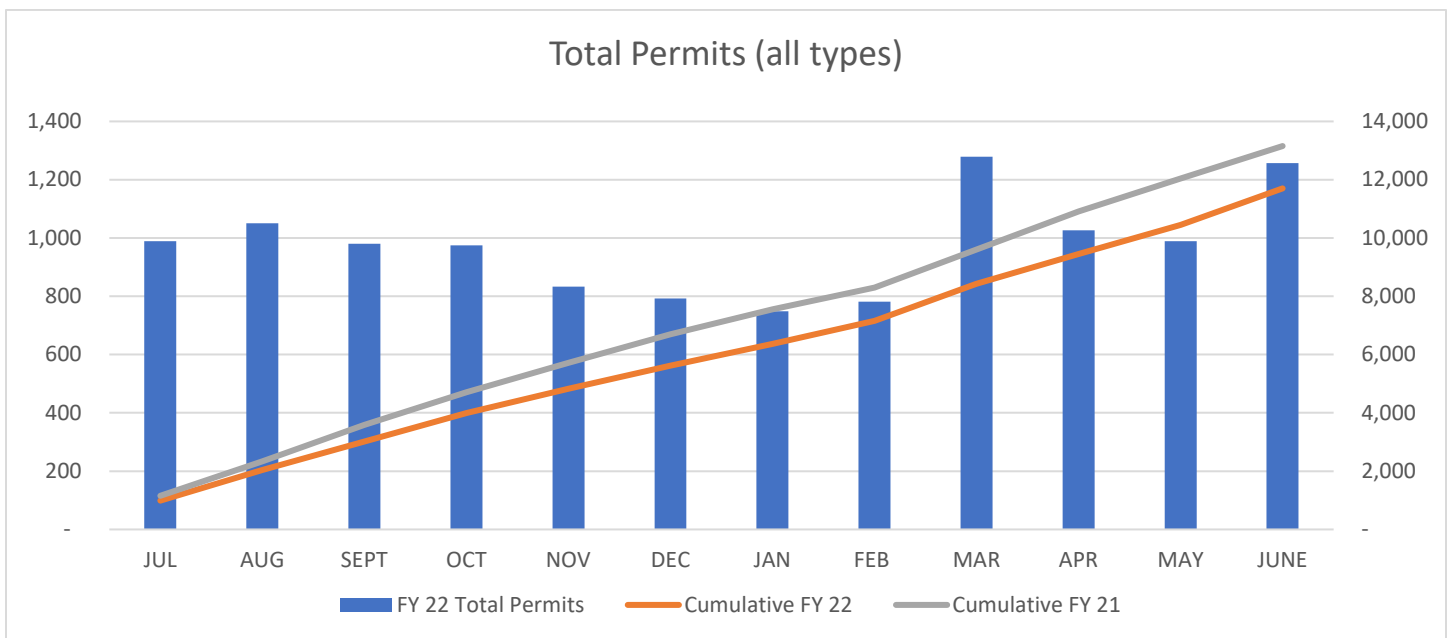




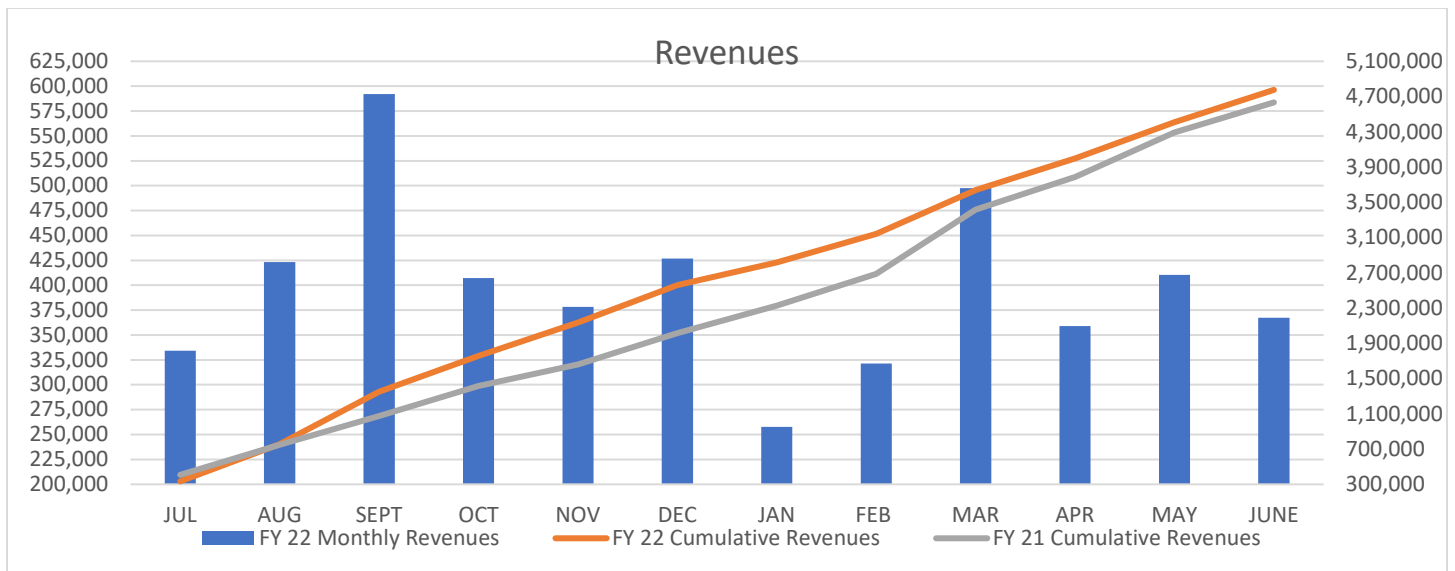
BUILDING & CODES



Cumulatively, FY22 dwelling permits are up 11% from FY21 and show an increase for the month of June of 45%. This is compared to a decrease of 63% in May. These types of fluctuations are typical. In addition, due to rising interest rates, the department expects fluctuations like this to occur as new residential building tapers off.



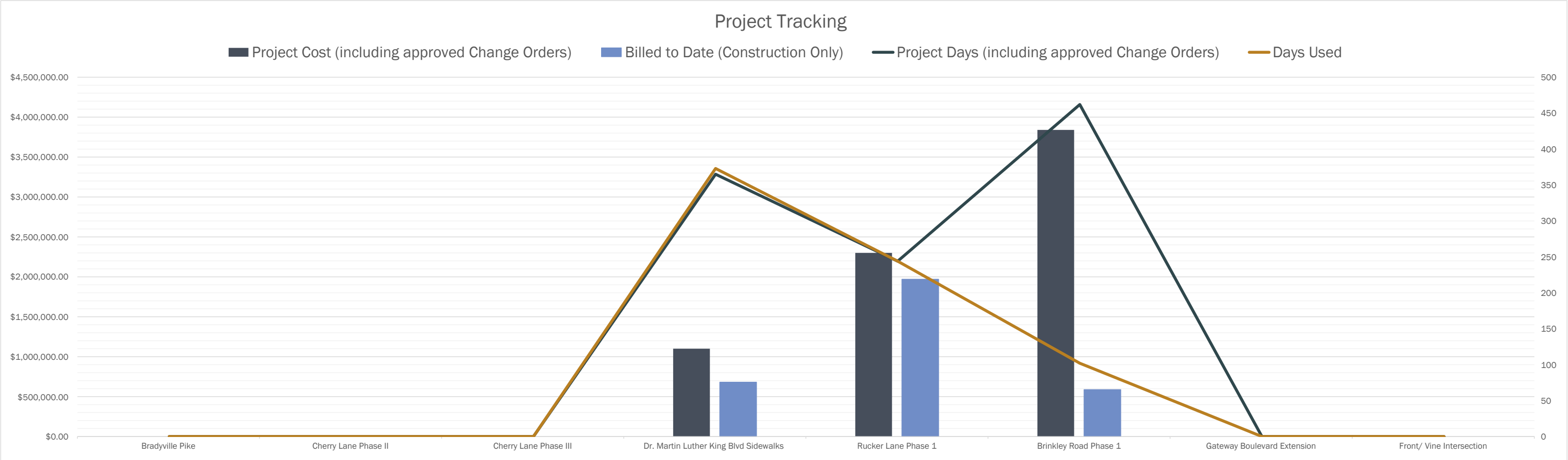
Total permits were trending down from last year by 11% in June. This is mainly due to the higher-than-average commercial permits and residential pool and fence permits from last summer.



Revenues are up 3% as compared to last year due to a large commercial permit issued in September for an existing facility improvement and a large warehouse permit in November. In addition, June revenues are up 7% as compared to last June.

ENGINEERING CONSTRUCTION UPDATE

JULY 14, 2022



Project Limits										
Project Name	From	To	Distance	Project Cost (including approved Change Orders)	Billed to Date (Construction Only)	Project Days (including approved Change Orders)	Days Used	Percent Days	Estimated Substantial Completion	N.T.P.
Bradyville Pike	SE Broad Street	S Rutherford Blvd	2.10 Miles	\$10,570,000 (Est Cost)	\$0.00	0	0	0%		
Cherry Lane Phase II	Siegel Soccer Park	Sulphur Springs Road	1.73 Miles	\$13,800,000 (Est Cost)	\$0.00	0	0	0%		
Cherry Lane Phase III	Broad Street	Memorial Blvd (231)	1.10 Miles	\$46,000,000 (Est Cost)	\$0.00	0	0	0%		
Dr. Martin Luther King Blvd Sidewalks	SE Broad Street	Middle TN Blvd	.70 Miles	\$1,100,292	\$681,119.80	365	373	102%	5/25/2022	5/17/2021
Rucker Lane Phase 1	Muirwood Blvd	Veterans Parkway	.75 Miles	\$2,299,947.00	\$1,969,983.33	244	244	100%	1/9/2022	5/10/2021
Brinkley Road Phase 1	Timber Creek	Blaze Drive	.3 Miles	\$3,839,997	\$587,595.61	462	102	22%	7/10/2023	4/4/2022
Gateway Boulevard Extension	Gateway	Robert Rose	.3 Miles	\$1,432,842 (Est Cost)	\$0.00	0	0	0%		
Front/ Vine Intersection	Front Street	Vine Street	.1 Miles		\$0.00	0	0	0%		
Total				\$79,042,078	\$3,238,699					

ENGINEERING CONSTRUCTION UPDATE

JULY 14, 2022



	Project Status / Comments
Brinkley Road Phase I	Contractor has completed concrete pour for the cap on pier 1 and has begun driving piles for the abutments on west side of bridge. Contractor also continues add fill to the northeast side of the existing bridge. A road closure is scheduled for July 18th- 25th for the contractor to make several road crossing with storm pipe and water line.
Chaffin Place	City is finalizing right of way acquisition. Construction began on east side of roadway. All stormpipe has been installed. Contractor currently working on excavating for subgrade, relocating utilities, and relocating signal elements, MTE scheduled to install new pole in 1-2 weeks for new power drop.
Cherry Lane Phase II	Corps of Engineers requested additional information concerning the environmental and right of way impacts of the proposed Cherry Lane alignment on 5/26/22. Consultant sent response to Corps on 6/24. Awaiting reply from Corps.
Cherry Lane Phase III	Right-of-way consultant (Volkert) continuing to work on second batch of appraisals for right of way acquisition.
Front / Vine Street Intersection	Transportation Planning Report was submitted TDOT for their review. City staff and consultant working with TDOT to address their comments.
Gateway Blvd Extension	Two out of three appraisals complete. Consultant finalizing plans for construction. City beginning right of way acquisition.
Dr. Martin Luther King Blvd Sidewalks	Work was complete on 5/25/2022. Punch list items complete. Final TDOT walkthrough complete. Staff working on project closeout.
Rucker Lane Phase I	Final change order approved by Council on 3/17/2022. Staff working on project close out.

Project	ROW Updates
Bradyville Pike	75% of ROW Acquisition completed
Brinkley Road Phase 1	100% ROW acquired.
Chaffin Place	90% ROW acquired. 100% agreed upon. Finalizing documents.
Cherry Lane Phase III	Volkert continuing ROW acquisition. Appraisals in process.
Gateway Boulevard Extension	Appraisal services 75% complete

COUNCIL COMMUNICATION

Meeting Date: 8/10/2022

Item Title: June 2022 MCS Cash Flow Statement and Estimated Revenue and Expenditure Budget Comparison Reports

Department: Murfreesboro City Schools

Presented by: Kim Williams

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

Summary

FY22 Cash Flow Statement (June 2022)

FY22 Estimated Revenue and Expenditure Budget Comparison Reports (June 2022)

Background Information

The State has recommended the Schools provide a Cash Flow Statement to the City Council on a monthly basis to indicate enough cash reserves are forecasted to be available to pay monthly expenses. We also will be including Revenue and Expenditure Budget Comparison Reports, that is provided to the Murfreesboro City School Board each month. This information will be included in the Wednesday agenda each month. A formal presentation will not be made each month, however there will be an opportunity for questions and comments.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impact

None

Attachments

June 2022 MCS Cash Flow Statement

June 2022 MCS Estimated Revenue and Expenditure Budget Comparison Reports

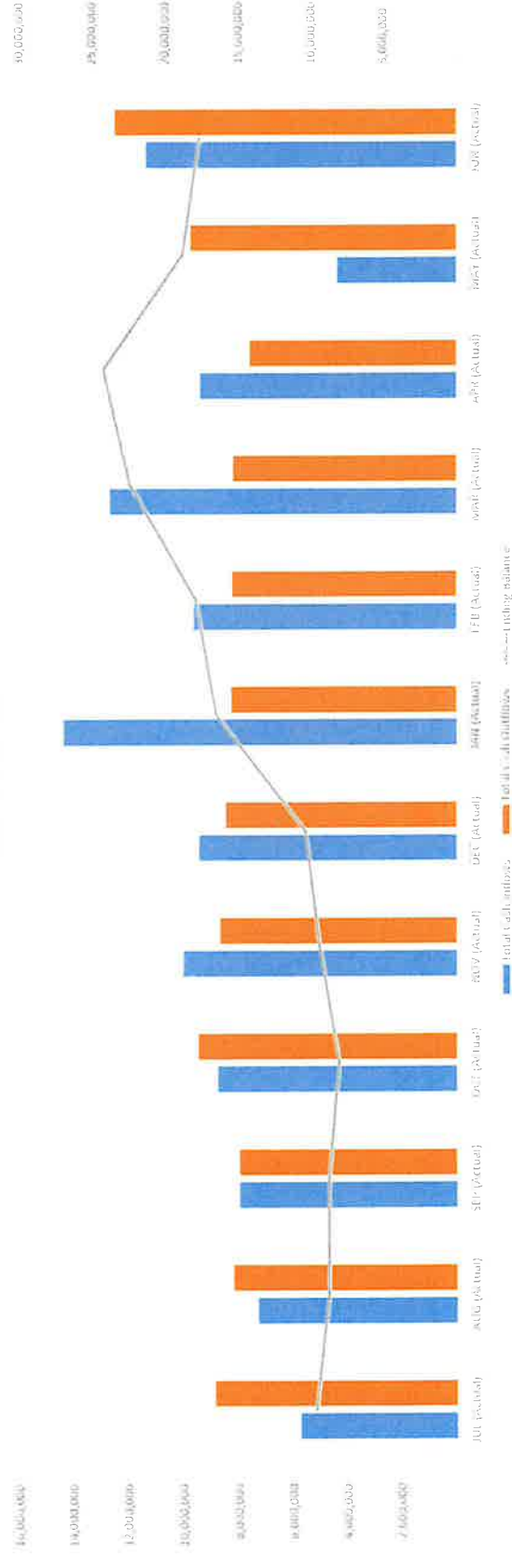
FY22 GENERAL PURPOSE CITY SCHOOL FUND

Cash Flow Forecast Schedule
FY 2022

General Purpose School Fund	JUL (Actual)	AUG (Actual)	SEP (Actual)	OCT (Actual)	NOV (Actual)	DEC (Actual)	JAN (Actual)	FEB (Actual)	MAR (Actual)	APR (Actual)	MAY (Actual)	JUN (Actual)	TOTAL
Cash Receipts	\$ 5,770,154	\$ 7,316,777	\$ 7,990,992	\$ 8,772,288	\$10,040,071	\$ 9,450,198	\$ 14,379,036	\$ 9,646,126	\$ 12,674,637	\$ 9,410,388	\$ 4,379,928	\$ 11,373,247	\$ 111,203,843
Loan Proceeds													
Total Cash Inflows	5,770,154	7,316,777	7,990,992	8,772,288	10,040,071	9,450,198	14,379,036	9,646,126	12,674,637	9,410,388	4,379,928	11,373,247	111,203,843
Beg Cash Bal	12,802,019	9,689,596	8,800,340	8,801,496	8,091,048	9,440,826	10,411,602	16,516,633	17,922,854	22,392,035	24,198,199	18,818,172	
Available Cash	18,572,173	17,006,373	16,791,333	17,573,784	18,131,119	18,891,024	24,790,638	26,162,759	30,597,491	31,802,423	28,578,127	30,191,419	
Cash Payments	\$ 8,850,597	\$ 8,174,053	\$ 7,957,857	\$ 9,450,756	\$ 8,658,273	\$ 8,455,775	\$ 8,250,358	\$ 8,216,258	\$ 8,181,809	\$ 7,580,575	\$ 9,710,879	\$ 12,475,362	105,962,551
Debt Service	31,980	31,980	31,980	31,980	32,020	23,647	23,647	23,647	23,647	23,649	49,076	23,647	350,900
Transfers Out													
Total Cash Outflows	8,882,577	8,206,033	7,989,837	9,482,736	8,690,293	8,479,422	8,274,005	8,239,905	8,205,456	7,604,224	9,759,955	12,499,009	106,313,451
Ending Balance	9,689,596	8,800,340	8,801,496	8,091,048	9,440,826	10,411,602	16,516,633	17,922,854	22,392,035	24,198,199	18,818,172	17,692,411	
Cash Inflows - Outflows	\$ (3,112,423)	\$ (889,256)	\$ 1,155	\$ (710,448)	\$ 1,349,779	\$ 970,775	\$ 6,105,032	\$ 1,406,221	\$ 4,469,181	\$ 1,806,164	\$ (5,380,027)	\$ (1,125,761)	\$ 4,890,392

** Amounts are estimated and taken from prior year amounts unless otherwise indicated

Cash Flow Forecast



COMPARISON OF BUDGET TOTALS
July 1, 2021 Through June 30, 2022

TOTAL ESTIMATED INCOME	7/1/21 - 6/30/22	\$	93,291,408
TOTAL ESTIMATED EXPENSES	7/1/21 - 6/30/22		<u>90,318,207</u>
ESTIMATED NET INCOME	6/30/22	\$	<u><u>2,973,201</u></u>

YEAR-TO-DATE REVENUE COMPARISON

ESTIMATED JUNE 2022

PAGE 1

	BUDGET CLASS.	2020-21 BUDGET	2020-21 YTD REV.	2020-21 OVR/(UNDR) BUDGET	2020-21 %	2021-22 BUDGET	2021-22 YTD REV.	2021-22 OVR/(UNDR) BUDGET	2021-22 %
1	40110-Current Prop. Tax	15,312,150	15,243,616	(68,534)	99.6%	15,700,000	16,240,640	540,640	103.4%
2	40210-Local Option Sales Tax	12,330,550	14,099,002	1,768,452	114.3%	13,021,844	15,180,548	2,158,704	116.6%
3	40000-41110-Other County Rev	1,850,000	1,968,744	118,744	106.4%	1,705,000	2,035,794	330,794	119.4%
4	43300-44000-Other Local Revenue	698,941	721,588	22,647	103.2%	1,792,500	1,634,596	(157,904)	91.2%
5	46511-Basic Educ. Program	48,350,000	47,216,205	(1,133,795)	97.7%	48,115,000	48,527,406	412,406	100.9%
6	46515-Early Childhood Ed.	1,072,125	1,063,813	(8,312)	99.2%	1,063,812	871,447	(192,365)	81.9%
7	46530-Energy Efficient Sch	-	-	-	N/A	-	-	-	N/A
8	46590-Other State Education	1,976,159	962,961	(1,013,198)	48.7%	1,689,401	358,442	(1,330,959)	21.2%
9	46610-Career Ladder Program	88,000	109,182	21,182	124.1%	82,000	87,082	5,082	106.2%
10	46615-Ext. Contract-ARRA	-	-	-	N/A	-	-	-	N/A
11	46591-Coordinated School Health	100,000	100,000	-	100.0%	100,000	100,000	-	100.0%
12	46595-Family Resource	29,600	29,612	12	100.0%	29,600	29,612	12	100.0%
13	46800-46990-Other State Revenue	262,503	216,244	(46,259)	82.4%	227,419	90,740	(136,679)	39.9%
14	47000- Federal Funds	283,653	374,765	91,112	132.1%	1,002,202	225,323	(776,879)	22.5%
15	49100-49800 Bond & City Transfers	3,244,831	20,500	(3,224,331)	0.6%	483,006	24,674	(458,332)	5.1%
16	49810-Approp./City Gen. Fund	7,885,103	7,885,103	-	100.0%	7,885,103	7,885,103	-	100.0%
17	49820-Operating Transfers	78,413	105,549	27,136	134.6%	863,138	-	(863,138)	N/A
	TOTALS	\$ 93,562,028	\$90,116,883	\$ (3,445,145)	96.3%	\$93,760,025.00	\$ 93,291,408	\$ (468,617)	99.5%

YEAR-TO-DATE EXPENDITURE COMPARISON

ESTIMATED JUNE 2022

PAGE 1

	BUDGET CLASS.	2020-21 BUDGET	2020-21 YTD EXP.	2020-21 OVR/(UNDR) BUDGET	2020-21 %	2021-22 BUDGET	2021-22 YTD EXP.	2021-22 OVR/(UNDR) BUDGET	2021-22 %
1	71100-Reg. Instruction	50,568,178	49,082,656	(1,485,522)	97.1%	53,405,843	\$50,461,992.80	(2,943,850)	94.5%
2	71200-Sp. Ed. Instruction	9,646,900	9,351,708	(295,192)	96.9%	10,493,199	10,087,192	(406,007)	96.1%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	157,489	139,813	(17,676)	88.8%	101,955	97,394	(4,561)	95.5%
5	72120-Health Services	948,039	899,946	(48,093)	94.9%	350,470	190,951	(159,519)	54.5%
6	72130-Guidance	2,743,401	2,427,789	(315,612)	88.5%	2,664,745	2,275,934	(388,811)	85.4%
7	72210-Reg. Instr. Support	2,315,361	2,214,748	(100,613)	95.7%	2,337,484	2,082,066	(255,418)	89.1%
8	72220-Sp. Ed. Support	1,841,650	1,603,731	(237,919)	87.1%	1,763,075	1,666,148	(96,927)	94.5%
9	72250-Technology	1,954,363	1,775,371	(178,992)	90.8%	2,092,276	1,913,612	(178,664)	91.5%
10	72310-Bd. Of Education	1,646,370	1,617,417	(28,953)	98.2%	1,739,801	1,538,061	(201,740)	88.4%
11	72320-Office of Supt.	388,039	274,801	(113,238)	70.8%	433,002	371,521	(61,481)	85.8%
12	72410-Office of Principal	4,739,039	4,624,258	(114,781)	97.6%	4,987,241	4,893,477	(93,764)	98.1%
13	72510-Fiscal Services	470,480	494,425	23,945	105.1%	556,510	533,923	(22,587)	95.9%
14	72520-Personnel Services	587,033	503,973	(83,060)	85.9%	497,494	457,356	(40,138)	91.9%
15	72610-Oper. Of Plant	6,304,017	5,648,793	(655,224)	89.6%	6,534,981	6,237,093	(297,888)	95.4%
16	72620-Maint. Of Plant	2,809,034	2,130,377	(678,657)	75.8%	2,938,194	2,122,372	(815,822)	72.2%
17	72710-Pupil Transp.	3,883,591	3,112,480	(771,111)	80.1%	4,087,128	3,357,798	(729,330)	82.2%
18	73300-Community Service	557,708	435,867	(121,841)	78.2%	587,955	456,259	(131,696)	77.6%
19	73400-Early Childhood Educ.	1,249,350	1,172,995	(76,355)	93.9%	1,240,007	1,135,958	(104,049)	91.6%
20	76100-Reg. Cap. Outlay	150,500	107,927	(42,573)	71.7%	130,000	88,199	(41,801)	67.8%
21	82130-Education Debt Serv.	3,244,831	-	(3,244,831)	0.0%	-	-	-	N/A
22	99100-Operating Transfers	409,200	409,200	(0)	100.0%	350,900	350,898	(2)	100.0%
	TOTALS	96,614,573	88,028,276	\$ (8,586,297)	91.1%	97,292,260	90,318,207	\$ (6,974,053)	92.8%