



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, NOVEMBER 7, 2023**

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- 001 Amendment to Ordinance No. BL2023-1
- 068 Substitute Ordinance No. BL2023-75
- 069 Late Filed Ordinance: Fee Simple Purchase of Real Property - 1818 Cement Plant Road

AMENDMENT NO. _____
TO
ORDINANCE NO. BL2023-1

Madam President,

I hereby move to amend Ordinance No. BL2023-1 by deleting the contract attached as "Exhibit A" in its entirety and replacing it with the contract attached hereto.

SPONSORED BY:

Delishia Porterfield
Member of Council

Contract Abstract

Contract Information

Contract & Solicitation Title: Website Maintenance and development Support
 Contract Summary: CONTRACTOR agrees to provide website maintenance and development support for Nashville.gov and for other Metropolitan governmental agency or department websites as needed.
 Contract Number: 6528123 Solicitation Number: N/A Requisition Number: SS2023015
 Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 432814 Exp 8/16/2023
 Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes
Sexual Harassment Training Required (per BL2018-1281): Yes
 Estimated Start Date: 11/7/2023 Estimated Expiration Date: 11/6/2028 Contract Term: 60 Months
 Estimated Contract Life Value: \$10,000,000.00 Fund:* 51137 BU:* 14521021
 (*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)
 Payment Terms: Net 15 Selection Method: Sole Source
 Procurement Staff: Terri Ray BAO Staff: Jeremy Frye
 Procuring Department: Information Technology Services Department(s) Served: Metro Wide

Prime Contractor Information

Prime Contracting Firm: Net Tango Inc ISN#: 12718
 Address: 12804 Townepark Way, Suite 100 City: Louisville State: KY Zip: 40243
 Prime Contractor is a Certified/Approved: SBE SDV MBE WBE LGBTBE (select/check if applicable)
 Prime Company Contact: Susan Weiss Email Address: sweiss@nettango.com Phone #: 502-245-1705 ext. 228
Prime Contractor Signatory: Susan Weiss **Email Address:** sweiss@nettango.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A
 Amount: N/A Percent, if applicable: N/A
Equal Business Opportunity (EBO) Program: Program Not Applicable
 MBE Amount: N/A MBE Percent, if applicable: N/A
 WBE Amount: TBD WBE Percent, if applicable: 100%
Federal Disadvantaged Business Enterprise: No
 Amount: N/A Percent, if applicable: N/A
 Note: Amounts and/or percentages are not exclusive.
 B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<u>Net Tango Inc</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>



Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Net Tango Inc (CONTRACTOR)** located at **12804 Townepark Way, Suite 100, Louisville, KY 40243**, resulting from an approved sole source form signed by Metro's Purchasing Agent (included herein by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Pricing*
 - *Exhibit B - MISA Terms and Conditions*
 - *Exhibit C -Affidavits*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide website maintenance and development support for Nashville.gov and for other Metropolitan governmental agency or department websites as needed.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. This Contract may be extended by letter signed by Metro's Purchasing Agent for up to an additional sixty (60) months. However, in no event shall the term of this Contract exceed one hundred twenty (120) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$10,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract. In no event shall such adjustment exceed 5% annually and must be supported by the Bureau of Labor Statistics Consumer Price Index (CPI-U) (<https://www.bls.gov/cpi/>).

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the

Contract 6528123

named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO and Net Tango shall determine and pay to CONTRACTOR the amount due for satisfactory work.

Net Tango may terminate this Contract at any time upon thirty (30) days written notice to METRO. Should Net Tango terminate this Contract, Net Tango will cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and Net Tango and METRO will determine the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE**7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

7.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

7.4. Cyber Liability Insurance

In the amount of three million (\$3,000,000.00) dollars.

7.5. Technological Errors and Omissions Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITONS**8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of thirty (30) days from the date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.8. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.9. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to METRO.

Net Tango, Inc.'s software that creates the functionality of the website is owned by Net Tango, Inc. and licensed to METRO as a non-exclusive, perpetual, worldwide, irrevocable, royalty-free license to make use, reproduce, modify, translate, create derivative works and sublicense Net Tango, Inc.'s software to a wholly owned subsidiary in connection with the website. Any and all information, data, text, graphics, photos, designs, trademark, or other art provided by METRO to Net Tango, Inc. for the purpose of the Agreement are the property of METRO and shall remain the property of METRO. It is agreed between the parties that METRO shall own the copyright to the final website delivered to METRO by Net Tango, Inc. Net Tango, Inc. owns the copyright to the software providing the functionality of the website.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

8.10. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.11. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.12. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.13. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.14. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.15. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.16. Israel Anti-Boycott Act

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

8.17. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.18. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.19. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts unless said claim is alleged to have been the result of the negligent or intentional acts of Metro Nashville, its officers, officials, employees, agents, or contractors, for which Metro Nashville would have liability under the Governmental Tort Liability Act.

D. METRO will not indemnify, defend, or hold harmless the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide unless the claim is the result of negligence or breach of Metro Nashville, for which Metro Nashville would have liability under the Governmental Tort Liability Act.

8.20. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (Preferred Method)

OR

METRO'S PURCHASING AGENTP

ROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.21. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.22. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.23. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.24. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.25. Severability

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

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Contract Number: 6528123

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Net Tango, Inc.

Attention: Susan Weiss

Address: 12804 Townepark Way, Suite 100, Louisville, KY. 40243

Telephone: 502-245-1705 ext. 228

Fax: N/A

E-mail: sweiss@nettango.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Tennessee Secretary of State

Attention: Tre Hargett

Address: 312 Rosa L. Parks Ave 6th Floor, Snodgrass Tower Nashville, TN 37243

Email: Tre.Hargett@tn.gov

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Notices & Designations
Department & Project Manager

Contract Number	6528123
------------------------	---------

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Information Technology Services
Attention	Randall Williams
Address	700 President Ronald Reagan Way, Suite 301
Telephone	615-862-6113
Email	randall.williams@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	Randall Williams
Title	Division Manager, Web-Based Services
Address	700 President Ronald Reagan Way, Suite 301
Telephone	615-862-6113
Email	randall.williams@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6528123

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

[Signature] *gn*
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane *MLC*
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz *ECJ*
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber *BL*
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Net Tango, Inc.
Company Name

Susan Weiss
Signature of Company's Contracting Officer

Susan Weiss
Officer's Name

President & CEO
Officer's Title



Rates

Application Development, Web Design and Development & Consulting

Category	Description	Rate
Design	Wireframes, mockups, components, and UI/UX design	\$155/hour
Development	Web-based application development, front-end development, custom plugin/module development, integrations, script development, CMS upgrades and patches, plugin/module upgrades and patches, testing and analysis, quality assurance	\$155/hour
Project and Account Management	Meetings, calls, strategic planning, consulting, proposal writing, site and application analysis, coordination and training	\$155/hour
Emergency Support - After Hours	Emergency support beyond normal business hours which are 8:30 AM EST to 6:00 PM EST	\$310/hour

All categories are billed in 15-minute increments.

Projects are either fixed-priced quotes or billed hourly.

Exhibit B - MISA Terms and Conditions**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
 - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
 - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Exhibit B - MISA Terms and Conditions

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

Exhibit B - MISA Terms and Conditions**SECTION A-2****Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

Exhibit B - MISA Terms and Conditions**SECTION AST****Agent Security and Training**

- 1 **Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 **Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 **Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 3.1 Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 3.2 Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
 - 3.3 Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 3.4 Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
 - 3.5 Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 3.6 Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 **Agent Training.**
 - 4.1 Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 4.1.1 Appropriate identification and handling of Metro Government Information

Exhibit B - MISA Terms and Conditions

- 4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;
 - 4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;
 - 4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).
 - 4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;
 - 4.1.3 Education about password maintenance and security (including instructions not to share passwords);
 - 4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
 - 4.1.5 Education about workstation and portable device protection; and
 - 4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
 - 4.1.7 Periodic reminders to Agents about the training topics set forth in this section.
- 4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:
- 4.2.1 Instructions on how to identify Metro Government Information.
 - 4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
 - 4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
 - 4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
 - 4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
 - 4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.
- 5 **Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

Exhibit B - MISA Terms and Conditions**SECTION DEV****Development**

- 1 **Source Code License/Source Code Escrow.** Source code is to be provided to either Metro Government or an escrow agent as a deliverable of any software development project or any other projects which requires code to be created as a deliverable and after any updates to code. CONTRACTOR must provide proof that all source code provided to Metro Government or to escrow agent is complete, up to date and includes all components necessary to function in production environment. Said source code shall be considered the Confidential Information of CONTRACTOR or its successor and Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement.
 - 1.1 **Source Code License.** CONTRACTOR agrees to provide Metro Government a source code license and will provide, as part of deliverable, source code that is developed as part of this contract, including any customizations. Source code to be provided in an agreed upon media and will be provided within 30 days after any updates. Any third party libraries used in the development of the software will also be included. Documentation provided must be sufficient for a developer versed in the applicable programming language to fully understand source code.
 - 1.2 **Source Code Escrow.** In the event that (i) CONTRACTOR becomes insolvent or bankrupt, (ii) CONTRACTOR makes an assignment for the benefit of creditors, (iii) CONTRACTOR consents to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for CONTRACTOR or for a substantial part of its property without its consent, (v) CONTRACTOR voluntarily initiates bankruptcy, insolvency, or reorganization proceedings, or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings, or (vi) CONTRACTOR announces that it has entered into an agreement to be acquired then CONTRACTOR will negotiate in good faith to enter into a source code escrow agreement with a mutually agreed source code escrow company setting forth source code escrow deposit procedures and source code release procedures relating to the software provided as part of this contract. Notwithstanding the foregoing, the escrow instructions shall provide for a release of the source code to Metro Government only upon the occurrence of (a) the filing of a Chapter 7 bankruptcy petition by CONTRACTOR, or a petition by CONTRACTOR to convert a Chapter 11 filing to a Chapter 7 filing; (b) the cessation of business operations by CONTRACTOR; or (c) the failure on the part of CONTRACTOR to comply with its contractual obligations to Metro Government to comply with its maintenance and support obligations for a period of more than thirty (30) days after it has received written notice of said breach. In the event of a release of source code pursuant to this section, said source code shall continue to be the Confidential Information of CONTRACTOR or its successor in interest. In the event of a release of source code to Metro Government from escrow, Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement (or have a contractor who has agreed in writing to confidentiality provisions as restrictive as those set forth in this Agreement do so on its behalf).
- 2 **Mobile Applications Security.** CONTRACTOR shall have the ability/expertise to develop secure mobile applications. Specifically, an awareness of secure mobile application development standards, such as OWASP's Mobile Security project. Development should be able to meet at a minimum OWASP's MASVS-L1 security standard or a similar set of baseline security standards as agreed upon by Metro Government.

Exhibit B - MISA Terms and Conditions**SECTION REM****Remote Access to Metro Government Network/System**

- 1 System / Information Access.** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

SECTION 5 - MISCELLANEOUS

- a. Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- d. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.
- e. Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Business Associate may provide.
- f. Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contractor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: Net-Tango, Inc

Organization Officer Signature: S. Weiss

Name of Organization Officer: Susan E. Weiss

Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Thompson Co. 401 W. Main St Suite 1200 Louisville KY 40202	CONTACT NAME: PHONE (A/C. No. Ext): 502-585-3277 FAX (A/C. No): 502-585-3306 E-MAIL ADDRESS: info@sterlingthompson.com
INSURER(S) AFFORDING COVERAGE	
INSURED Net Tango, Inc. Susan Weiss, Pres CEO 12804 Townepark Way, Ste 100 Louisville KY 40243	INSURER A : CNA Insurance Co. NAIC # 20427 INSURER B : Clearpath Mutual 16273 INSURER C : Risk Placement Services INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1374319839

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6012155614	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	6012155614	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6012155628	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	6890	9/1/2022	9/1/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Professional Liability Cyber Excess Tech E&O			6614579-01 EKS3483743	10/21/2022 6/23/2023	10/21/2023 10/21/2023	Tech E&O- Aggregate 3,000,000 Cyber- Aggregate 3,000,000 Excess Tech E&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement insured endorsement. Contract Number 6528123. A Waiver of Subrogation is provided for the above policies in favor of the Certificate Holder as required by written contract and where allowable by law. This insurance is primary & non-contributory

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville & Davidson County Purchasing Agent Metro Courthouse Nashville TN 37210	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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Contract Standards Deviations

Contract Purchase Agreement 6528123,0: Contract Standards Deviations - 05-Jul-2023

Supplier **Net Tango, Inc.**
Buyer **Ray, Terri Lynn**

Supplier Site **LOUISVILLE**
Amount **10,000,000.00**

Contract Template **Master Goods and Services Contract**

Deviation Summary

Clause Deviations

Category	Non-Standard clauses	
Deviation	Section	Clause Title
Standard clause modified	1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value
Standard clause modified	4. COMPENSATION	4.4. 27:Escalation/De-escalation
Standard clause modified	5. TERMINATION	5.3. 33:Notice
Standard clause modified	6. NONDISCRIMINATION	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Standard clause modified	7. INSURANCE	7.1. 49:Proof of Insurance
Standard clause modified	7. INSURANCE	7.4. 251:Cyber Liability Insurance
Standard clause modified	7. INSURANCE	7.6. 54:Such insurance shall:
Standard clause modified	7. INSURANCE	7.7. 55:Other Insurance Requirements
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.2. 29:Warranty
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.9. 59:METRO Property
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.19. 67:Indemnification and Hold Harmless
Category	Standard clauses missing	
Deviation	Section	Clause Title
Optional clause removed	7. INSURANCE	7.2. 50:Products Liability Insurance
Optional clause removed	7. INSURANCE	7.3. 188:Professional Liability Insurance
Optional clause removed	7. INSURANCE	7.4. 52:Automobile Liability Insurance
Optional clause removed	7. INSURANCE	7.7. 253:Abuse and Molestation Insurance
Optional clause removed	8. GENERAL TERMS AND CONDITONS	8.7. 195:Virus Representation and Warranty
Optional clause removed	8. GENERAL TERMS AND CONDITONS	8.8. 57:Copyright, Trademark, Service Mark, or Patent Infringement
Optional clause removed	8. GENERAL TERMS AND CONDITONS	8.22. 7:Attorney Fees
Category	Invalid clauses	
Deviation	Section	Clause Title
Clause expired	8. GENERAL TERMS AND CONDITONS	8.16. 262:Israel Anti-Boycott Act



Contract Standards Deviations

Policy Deviations

Deviation	Description	Line	Item	Item Description
The contract has no Policy Deviations				



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

Clause Text

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Net Tango Inc (CONTRACTOR)** located at **12804 Townepark Way, Suite 100, Louisville, KY 40243**, resulting from an approved sole source form signed by Metro's Purchasing Agent (included herein by reference). This Contract consists of the following documents:

- **Any properly executed contract amendment (most recent with first priority),**
- **This document, including exhibits,**
 - **Exhibit A - Pricing**
 - **Exhibit B - MISA Terms and Conditions**
 - **Exhibit C - Affidavits**
- **Purchase Orders (and PO Changes),**

In the event of conflicting provisions, all documents shall be construed in the order listed above.

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) and ~~Enter Legal Name (CONTRACTOR)~~
~~Net Tango Inc (CONTRACTOR)~~ located ~~at Enter Address, City, ST ZIP. This~~
~~at 12804 Townepark Way, Suite 100, Louisville, KY 40243, resulting from an approved sole source form signed by Metro's~~
~~Purchasing Agent (included herein by reference). This~~ Contract consists of the following documents:

- ~~• Any~~
- Any properly executed contract amendment (most recent with first priority),
- ~~•~~
- This document, including exhibits,
- ~~•~~
- Exhibit A - [Enter Description (i.e. Hourly Rates)]
Pricing
- ~~•~~
- Exhibit B - [Enter Description (i.e. Task Details)]
- ~~• Exhibit C - [Enter Description (i.e. ISA~~
~~MISA Terms and Conditions)]~~
Conditions



Contract Standards Deviations

- ~~• The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference);~~
- ~~• Exhibit C - Affidavits~~

- ~~• Purchase~~
- ~~• Purchase Orders (and PO Changes), -~~

- ~~• CONTRACTOR's response to the solicitation,-~~

- ~~• Equal Business Opportunity (EBO) Program forms (incorporated by reference)-~~



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

CONTRACTOR agrees to provide website maintenance and development support for Nashville.gov and for other Metropolitan governmental agency or department websites as needed.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as fully defined in the solicitation~~ website maintenance and development support for Nashville.gov and for other Metropolitan governmental agency or department websites as ~~outlined in Exhibit B — Scope of Services.~~ needed.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

The Contract Term will begin on the date (the "Effective Date") of August 17, 2023, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end one hundred twenty (120) months from the Effective Date. In no event shall the term of this Contract exceed one hundred twenty (120) months from the Effective Date.

Comparison to Standard

The Contract Term will begin on the date (the "Effective Date") of ~~-[insert date here],~~
August 17, 2023, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term ~~will end (60)~~
one hundred twenty (120) months from the Effective Date. -

~~-This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in~~
In no event shall the term of this Contract exceed ~~sixty (60) months~~
one hundred twenty (120) months from the Effective Date.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of \$10,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~-\${Agreement Amount}.~~
\$10,000,000.00. The pricing ~~details are~~
details are included ~~in Exhibit~~
in Exhibit A and are made a part of this Contract by reference. ~~CONTRACTOR~~
CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.4. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract. In no event shall such adjustment exceed 5% annually and must be supported by the I Bureau of Labor Statistics Consumer Price Index (CPI-U) (<https://www.bls.gov/cpi/>).

Comparison to Standard

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract. In no event shall such adjustment exceed 5% annually and must be supported by the I Bureau of Labor Statistics Consumer Price Index (CPI-U) (<https://www.bls.gov/cpi/>).

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.3. 33:Notice
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO and Net Tango shall determine and pay to CONTRACTOR the amount due for satisfactory work.

Net Tango may terminate this Contract at any time upon thirty (30) days written notice to METRO. Should Net Tango terminate this Contract, Net Tango will cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and Net Tango and METRO will determine the amount due for satisfactory work.

Comparison to Standard

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO and Net Tango shall determine and pay to CONTRACTOR the amount due for satisfactory work.Net Tango may terminate this Contract at any time upon thirty (30) days written notice to METRO. Should Net Tango terminate this Contract, Net Tango will cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and Net Tango and METRO will determine the amount due for satisfactory work. ———



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Standard clause modified

Clause Text

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

Comparison to Standard

~~The consideration and contact of minority owned and/or woman owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ is not applicable ~~solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.1. 49:Proof of Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

Comparison to Standard

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified ~~below.~~

below. Proof of insurance shall be required naming METRO as additional insured and identifying ~~either the project name, RFQ, Purchase Order, or~~ Contract ~~number on~~ number on the ACORD document.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.4. 251: Cyber Liability Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

In the amount of three million (\$3,000,000.00) dollars.

Comparison to Standard

In the amount of ~~four~~ three million ~~(\$4,000,000.00)~~ (\$3,000,000.00) dollars.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.6. 54:Such insurance shall:
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

Comparison to Standard

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf ~~of CONTRACTOR~~ of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or ~~operations.~~ operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary ~~insurance with~~ insurance with respects to METRO, its officers, officials, employees, and ~~volunteers.~~ volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it. -

~~Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.~~

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.7. 55:Other Insurance Requirements
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

Comparison to Standard

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are ~~completed.~~

completed. Failure to maintain or renew ~~coverage and~~ coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

~~Said insurance~~

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than ~~A-~~

A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Contract Standards Deviations

Require all subcontractors to maintain during the term of this ~~-Contract, Commercial~~
Contract, Commercial General ~~-Liability insurance, Business Automobile~~ Liability insurance, and Worker's Compensation/
Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same
manner as specified for CONTRACTOR. CONTRACTOR ~~-shall require~~
shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.
Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior
to the commencement of services.

~~-If CONTRACTOR~~
If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary
policy and the deductible features of the excess policies.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.2. 29:Warranty
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

CONTRACTOR warrants that for a period of thirty (30) days from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

Comparison to Standard

CONTRACTOR warrants that for a period of ~~one year~~ thirty (30) days from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

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Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.9. 59:METRO Property
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro.

Net Tango, Inc.'s software that creates the functionality of the website is owned by Net Tango, Inc. and licensed to CLIENT as a non-exclusive, perpetual, worldwide, irrevocable, royalty-free license to make use, reproduce, modify, translate, create derivative works and sublicense Net Tango, Inc.'s software to a wholly owned subsidiary in connection with the website. Any and all information, data, text, graphics, photos, designs,

trademark, or other art provided by METRO to Net Tango, Inc. for the purpose of the Agreement are the property of METRO and shall remain the property of METRO. It is agreed between the parties that METRO shall own the copyright to the final website delivered to METRO by Net Tango, Inc. Net Tango, Inc. owns the copyright to the software providing the functionality of the website.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

Comparison to Standard

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this ~~Contract~~.

~~Contract~~. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO ~~property~~.

~~property~~. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created

Contract Standards Deviations

by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional ~~works.~~

works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. ~~Contractor~~

-

Net Tango, Inc.'s software that creates the functionality of the website is owned by Net Tango, Inc. and its subcontractors grant Metro

licensed to CLIENT as a non-exclusive, perpetual, worldwide, ~~fully paid up,~~ irrevocable, royalty-free ~~license, with rights to sublicense through multiple levels of sublicenses,~~ license to make use, reproduce, ~~make, have made,~~ modify, translate, create derivative works ~~of, distribute, publicly perform~~ and ~~publicly display by~~ sublicense Net Tango, Inc.'s software to a wholly owned subsidiary in connection with the website. Any and all ~~means, now known or later developed, such rights.~~

information, data, text, graphics, photos, designs,

trademark, or other art provided by METRO to Net Tango, Inc. for the purpose of the Agreement are the property of METRO and shall remain the property of METRO. It is agreed between the parties that METRO shall own the copyright to the final website delivered to METRO by Net Tango, Inc. Net Tango, Inc. owns the copyright to the software providing the functionality of the website.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.19. 67:Indemnification and Hold Harmless
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide unless the claim is the result of negligence or breach of Metro Nashville, for which Metro Nashville would have liability under the Governmental Tort Liability Act.

Comparison to Standard

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

~~A. Any~~

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

~~B. Any~~

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless ~~in any fashion~~ the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may ~~provide~~.

ORACLE

Contract Purchase Agreement 6528123,0

Contract Standards Deviations

~~E. CONTRACTOR shall pay METRO any expenses incurred as a
provide unless the claim is the result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner
negligence or breach of Metro Nashville, for which Metro Nashville would have liability under this Contract.
the Governmental Tort Liability Act.~~



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.2. 50:Products Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of one million (\$1,000,000.00) dollars.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.3. 188:Professional Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of one million (\$1,000,000.00) dollars.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.4. 52:Automobile Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of one million (\$1,000,000.00) dollars.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.7. 253:Abuse and Molestation Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of one million (\$1,000,000.00) dollars.

Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.7. 195:Virus Representation and Warranty
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Optional clause removed

Clause Text

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and; Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.8. 57:Copyright, Trademark, Service Mark, or Patent Infringement
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Optional clause removed

Clause Text

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.22. 7:Attorney Fees
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Optional clause removed

Clause Text

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.



Contract Standards Deviations

Deviation Category	Invalid clauses
Clause Title	8.16. 262:Israel Anti-Boycott Act
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Clause expired

Version on Document

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

Latest Version

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM**



SS #: SS2024010

Date Received: July 17, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 07/17/2023 Requesting Department/Agency/Commission: ITS/BASS

Requesting Official: Dawn Clark Telephone #: 862-6033 This is for a multi-year contract.

Product/Service Description: 5 year contract with an option to renew for an additional 5 years for website maintenance and development support for Nashville.gov, Nashville Public Library website and other departmental website maintenance

Total Purchase (Enter the value for the entire contract life) Price: \$10,000,000

BU Number: 14521021 Fund #: 51137 Object Account: 502229 Any Other Accounting Info: _____

Proposed Supplier: Net Tango

Proposed Supplier Contact: Susan Weiss

Supplier Address: 12804 Townepark Way, Ste. 100

City: Louisville ST: KY Zip: 40243

Supplier Telephone #: (502) 245-1750

Supplier Email: sweiss@nattango.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.


Other, see explanation below

If Other, Explain Request: Proprietary compatibility and in depth critical experience of Nashville.gov and related Metro government department websites with existing resources. Net Tango has been the trusted vendor in the development of the previous and current version of Nashville.gov and the back-end system that currently supports the Content Management System (CMS). They heavily customized the CMS and assist Metro in maintaining a secure and operable website. The change to another vendor would require a complete re-evaluation of the elements of the CMS and would be cost prohibitive to take that approach. Additionally, there would potentially be an impact on the availability of critical information portals on Nashville.gov for various departments during that rebuilding process if another vendor was selected.

NetTango's knowledge of the current CMS and the hosting platform is essential to the ongoing support and development of the site. Net Tango also assists other departments (Nashville Public Library, MDHA, NAZA) with the development and maintenance of their websites. Net Tango has won two previous competitive bid RFP's for two 5 year contracts prior to this sole source request.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: DC

Requesting Department Director's Signature of Approval: 

Date: 7/18/2023 | 7:01 AM CDT

SS2024010

Rec. July 18, 2023

SS2024010

SS #: _____

July 17, 2023

Date Received: _____

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

5 yr contract with option to renew for an additional 5 years

Sole Source is Approved for: _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A. Hernandez Lane **Date:** 7/20/2023 | 3:17 PM

Certificate Of Completion

Envelope Id: E2224F2025674CC0A8917B0C2497F528	Status: Completed
Subject: Updated Sole Source Form for ITS - SS2024010 Net Tango	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 7/18/2023 6:18:32 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Judy Cantlon Judy.Cantlon@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.185	Sent: 7/18/2023 6:21:19 AM Viewed: 7/18/2023 6:23:35 AM Signed: 7/18/2023 6:24:37 AM


Electronic Record and Signature Disclosure:
Accepted: 7/18/2023 6:23:35 AM
ID: 03893037-d26d-481b-a6a8-257f8bffb56

Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 7/18/2023 6:24:38 AM Viewed: 7/18/2023 6:49:49 AM Signed: 7/18/2023 6:50:39 AM
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Electronic Record and Signature Disclosure:
Accepted: 7/18/2023 6:49:49 AM
ID: d74592a9-2b74-4b1d-8a4c-dc9524c1db6b

Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 7/18/2023 6:50:40 AM Viewed: 7/18/2023 7:01:23 AM Signed: 7/18/2023 7:01:51 AM
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Electronic Record and Signature Disclosure:
Accepted: 7/18/2023 7:01:23 AM
ID: 262937fb-3a63-45db-9a8e-d25c2af374dd

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 172.58.147.51 Signed using mobile	Sent: 7/18/2023 7:01:52 AM Viewed: 7/20/2023 3:15:59 PM Signed: 7/20/2023 3:17:16 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/7/2023 3:24:54 PM ID: 3def98b6-5298-4b05-9853-0b526c719a1b	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 7/20/2023 3:17:17 PM
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PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 7/20/2023 3:17:18 PM Resent: 7/20/2023 3:17:23 PM
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Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 7/20/2023 3:17:19 PM Viewed: 7/20/2023 3:18:26 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/18/2023 6:21:19 AM
Certified Delivered	Security Checked	7/20/2023 3:15:59 PM
Signing Complete	Security Checked	7/20/2023 3:17:16 PM
Completed	Security Checked	7/20/2023 3:17:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

October 30, 2023

Metropolitan Government of Nashville &
Davidson County - METRO, its officials
officers, employees, and volunteers
METRO COURTHOUSE
NASHVILLE TN 37210

Account Information:

Policy Holder Details :	Net Tango, Inc.
--------------------------------	------------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: NUTMEG INS AGENCY INC/PHS 76210775... CONTACT NAME: (888) 925-3137... INSURER A: Hartford Underwriters Insurance Company 30104... INSURER B: Hartford Fire Insurance Company 19682... INSURER C: Hartford Fire and Its P&C Affiliates 00914

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and FailSafe Technology Errors or Omissions Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations.

CERTIFICATE HOLDER: Metropolitan Government of Nashville & Davidson County - METRO... CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Susan L. Castaneda



ADDITIONAL REMARKS SCHEDULE

AGENCY NUTMEG INS AGENCY INC/PHS		NAMED INSURED NET TANGO, INC. 12804 TOWNEPARK WAY STE 100 LOUISVILLE KY 40243-2310	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL 00 00, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL 00 00, attached to this policy."Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement Additional Insured - Designated Person Or Organization Form SL3042 and the Umbrella Liability Provisions SU0000, attached to this policy. Contract Number 6528123. The Failsafe Technology Errors and Omissions coverage of \$4,000,000 included \$3,000,000 of Cyber Liability and Technological Errors and Omissions coverage of \$1,000,000.


Certificate Of Completion

Envelope Id: 08DAB3BC9BB44DF380B678732E932A09	Status: Sent
Subject: URGENT!!! Metro Contract 6528123 with Net Tango Inc (Information Technology Services)	
Source Envelope:	
Document Pages: 75	Signatures: 5
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
10/18/2023 12:27:46 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Gary Clay		Sent: 10/18/2023 1:18:10 PM
Gary.Clay@nashville.gov		Viewed: 10/18/2023 2:16:15 PM
Asst. Purchasing Agent		Signed: 10/18/2023 2:16:25 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 170.190.198.185	

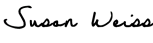
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gregg Nicholson		Sent: 10/18/2023 2:16:28 PM
Gregg.Nicholson@nashville.gov		Viewed: 10/18/2023 4:07:27 PM
Security Level: Email, Account Authentication (None)		Signed: 10/18/2023 4:07:39 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
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ID: c50c57d9-87ed-4769-a413-ce3530b6b7da


Elizabeth Jefferson		Sent: 10/18/2023 4:07:41 PM
elizabeth.jefferson@nashville.gov		Viewed: 10/19/2023 8:14:42 AM
Security Level: Email, Account Authentication (None)		Signed: 10/19/2023 8:23:38 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
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ID: aba42ae2-b32a-4d9b-9901-3dfc7747bf89

Susan Weiss		Sent: 10/19/2023 8:23:40 AM
sweiss@nettango.com		Viewed: 10/19/2023 9:06:33 AM
President & CEO		Signed: 10/19/2023 9:11:38 AM
Net Tango, Inc.		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 76.35.219.2	

Electronic Record and Signature Disclosure:


Signer Events	Signature	Timestamp
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Accepted: 8/6/2018 9:02:10 AM ID: 4c4c9c65-2589-46dd-91aa-8082429ca921 Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 10/19/2023 9:11:40 AM Viewed: 10/19/2023 2:41:16 PM Signed: 10/19/2023 2:41:29 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 10/19/2023 2:41:32 PM Viewed: 10/19/2023 2:45:36 PM Signed: 10/19/2023 2:45:57 PM
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Electronic Record and Signature Disclosure:
Accepted: 10/19/2023 2:45:36 PM
ID: 8314fc5f-1733-4a3c-a874-036c9f679b05

Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/19/2023 2:46:02 PM Resent: 10/19/2023 4:16:20 PM Resent: 10/24/2023 9:11:25 AM Resent: 10/25/2023 9:22:49 AM Viewed: 10/25/2023 10:38:48 AM Signed: 10/25/2023 12:27:44 PM
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Electronic Record and Signature Disclosure:
Accepted: 10/25/2023 12:27:27 PM
ID: c5cfe424-1b44-4f22-a155-526534025c3d

Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 10/25/2023 12:27:46 PM Resent: 10/30/2023 10:08:39 AM Viewed: 10/30/2023 10:28:02 AM Signed: 10/30/2023 10:28:31 AM
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Electronic Record and Signature Disclosure:
Accepted: 10/30/2023 9:56:56 AM
ID: 6aeb9783-fe3e-406a-a514-4fe796db9fc9

Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/30/2023 10:28:34 AM Viewed: 10/30/2023 10:32:35 AM Signed: 10/30/2023 10:36:58 AM
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Electronic Record and Signature Disclosure:
Accepted: 10/30/2023 10:32:35 AM
ID: bfd36f24-a2c1-4e5c-8439-f2e18211fe03

Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 10/30/2023 10:37:09 AM
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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Terri L. Ray
Terri.Ray@nashville.gov
Finance Manager
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 10/18/2023 1:18:09 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 10/30/2023 10:37:04 AM

Electronic Record and Signature Disclosure:
Accepted: 10/29/2023 9:09:32 AM
ID: 5176d2f4-dbe7-4484-aeb5-7271e50c87fa

Erica Haber
erica.haber@nashville.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 10/30/2023 10:37:06 AM

Electronic Record and Signature Disclosure:
Accepted: 10/30/2023 10:32:35 AM
ID: bfd36f24-a2c1-4e5c-8439-f2e18211fe03

Jeremy Frye
jeremy.frye@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/4/2023 5:51:11 AM
ID: e1f4a6a3-5818-48f1-922d-10504b0ccaf5

Randall Williams
Randall.Williams@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 9/1/2022 7:23:06 AM
ID: 53d0279b-09f8-4338-8210-c0db3d207559

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Accepted: 9/5/2023 8:07:23 AM
 ID: e289baef-bb37-4563-b714-9962aed0c75a

Austin Kyle
 publicrecords@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/30/2023 10:10:57 AM
 ID: 536d61ed-b4a4-4a59-9c7b-eb39c3f6d946

Dawn Clark
 Dawn.Clark@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2023 2:22:59 PM
 ID: 7ac1a22e-e062-4504-9444-46e1a64addcf

Larry Law
 larry.law@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/5/2023 2:11:06 PM
 ID: 50a3ca7d-c65e-4c81-ad12-bfb172e970f9

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/18/2023 1:18:09 PM
Envelope Updated	Security Checked	10/19/2023 8:28:41 AM
Envelope Updated	Security Checked	10/19/2023 8:28:41 AM
Envelope Updated	Security Checked	10/19/2023 4:16:19 PM
Envelope Updated	Security Checked	10/19/2023 4:16:19 PM
Envelope Updated	Security Checked	10/24/2023 9:11:24 AM
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Envelope Updated	Security Checked	10/25/2023 9:22:49 AM
Envelope Updated	Security Checked	10/25/2023 9:22:49 AM
Envelope Updated	Security Checked	10/30/2023 10:05:55 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Substitute Ordinance No. 2023-75

An ordinance to rename the Kelly Miller Smith Memorial Bridge on Jefferson Street as the “Rev. Kelly Miller Smith, Sr. Memorial Bridge ~~Rev. Kelly M. Smith Memorial Bridge~~”.

WHEREAS, the Reverend Kelly Miller Smith, Sr. arrived in Nashville in 1951 and served for decades as the pastor of First Baptist Church, Capitol Hill; and

WHEREAS, Rev. Smith and twelve other African-Americans challenged segregation in Nashville’s public schools through a federal lawsuit filed in 1955; and

WHEREAS, Rev. Smith served as the president of the Nashville chapter of the NAACP, helped establish the Southern Christian Leadership Conference, and founded the Nashville Christian Leadership Council, which worked to non-violently desegregate lunch counters, hotels, and theaters; and

WHEREAS, Rev. Smith opened the doors of First Baptist Church, Capitol Hill for workshops led by Rev. James M. Lawson that trained Nashville students such as John Lewis, Diane Nash, C.T. Vivian, and Bernard Lafayette about non-violent protest; and

WHEREAS, Rev. Smith served as an assistant dean of the Vanderbilt University Divinity School from 1969 until his death in 1984; and

WHEREAS, the Metropolitan Council previously named the reconstructed Jefferson Street Bridge as the “Kelly Miller Smith Memorial Bridge” in 1994 through Ordinance No. O94-920; and,

WHEREAS, the Metropolitan Council separately renamed a portion of 10th Circle North near First Baptist Church, Capitol Hill as “Rev Kelly M Smith Way” in 2020 through Ordinance No. BL2020-464; and,

WHEREAS, Section 13.26.010 of the Metropolitan Code provides that no building or structure of the Metropolitan Government may be named except pursuant to an ordinance duly adopted by the Metropolitan Council; and

WHEREAS, the community deems it appropriate that the name of the bridge be updated to more distinctly honor Rev. Smith and recognize his decades of service to Nashville and Davidson County. ~~match the recently renamed street and continued to be named in Reverend Smith’s honor.~~

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Kelly Miller Smith Memorial Bridge on Jefferson Street shall be renamed as “Rev. Kelly Miller Smith, Sr. Memorial Bridge”.

Section 2. This ordinance shall take effect immediately after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

Jacob Kupin
Member of Council

ORDINANCE NO. _____

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to acquire through negotiations, condemnation, or fee simple purchase, a parcel of real property known as 1818 Cement Plant Road for the expansion of Biosolids operations (and Proposal No. 2023M-013PR-001).

WHEREAS, the acquisition of a parcel of real property known as 1818 Cement Plant Road through negotiations, condemnation, or fee simple purchase is needed to expand Biosolids operations; and,

WHEREAS, The Metropolitan Planning Commission approved mandatory referral No. 2023M-013PR-001 on November 2, 2023, to acquire said property through negotiations, condemnation, or fee simple purchase.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to acquire through negotiations, condemnation or fee simple purchase real property located at 1818 Cement Plant Road, as shown and described on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

08200002100

1818 Cement Plant Road

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the negotiations, condemnation, or fee simple purchase authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

DocuSigned by:

Scott Potter

994E7D0AE02B458...

Scott A. Potter, Director

Water and Sewerage Services

DocuSigned by:

Abraham Wescott

10D2FE8BB90E0445...

Abraham Wescott, Director

Public Property Administration

Council Member(s)

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

Fund No. 47335 \$15,600,000.00
PIF No. 24-046

DocuSigned by:

Kevin Crumbo/mjw _____

62377A2A8742469....., Director
Department of Finance

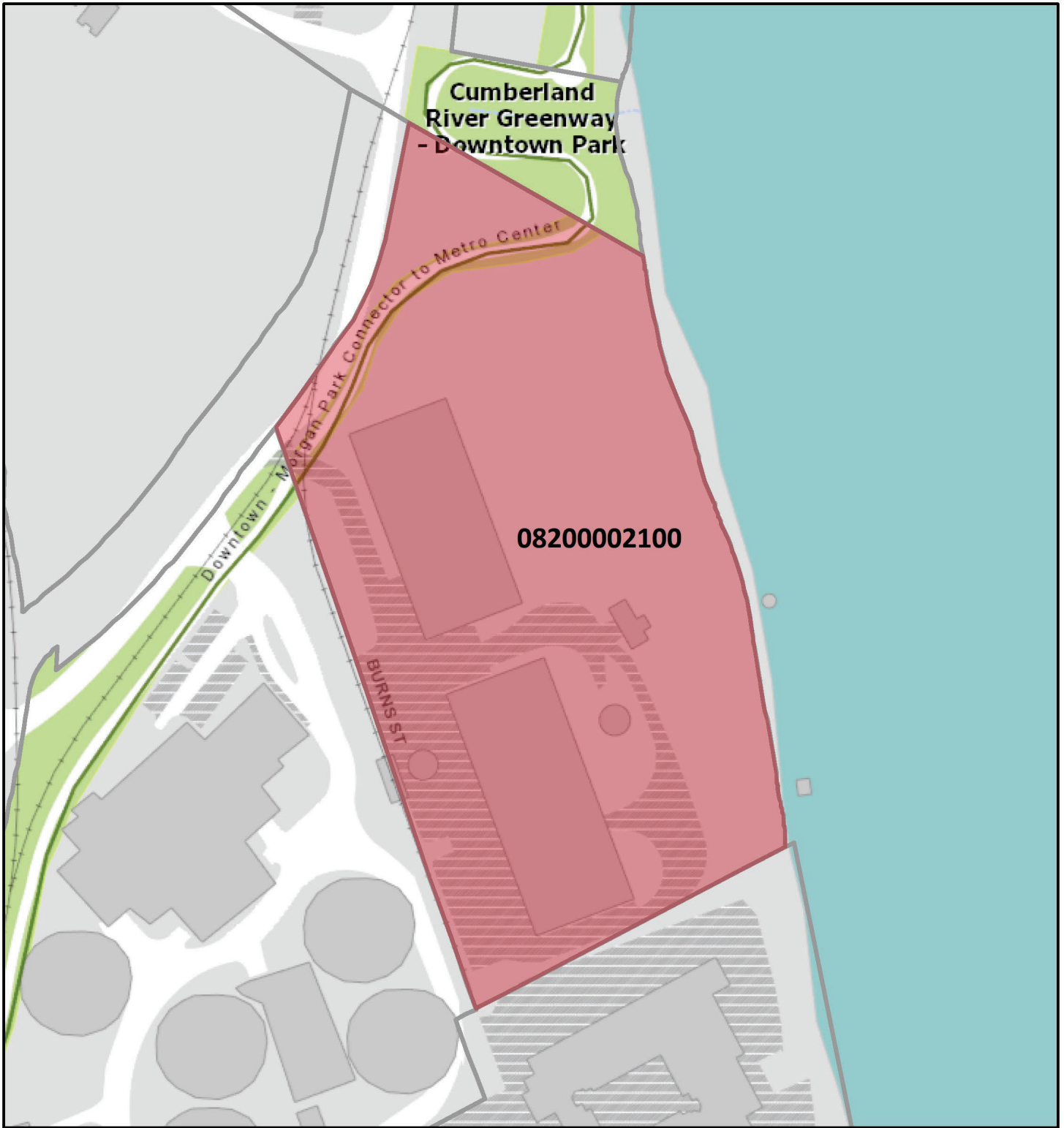
APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

Tara Ladd _____

E355FC378EF2427.....
Metropolitan Attorney

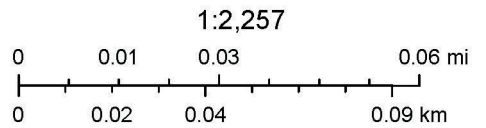
Nashville / Davidson County Parcel Viewer



October 24, 2023

-  Override 1
-  graphicsLayer2

1818 Cement Plant Road
Parcel 08200002100



Metro GIS

**APPRAISAL REPORT
REAL ESTATE APPRAISAL**

**Of
Cement Plant Rd Property**



1818 Cement Plant Road, Nashville,
Davidson County, Tennessee 37208

As of
October 3, 2023 (As Is)

Prepared For
Mr. Mike Atchison
Metropolitan Government of Nashville & Davidson County
1600 2nd Avenue North
Nashville, TN 37208

Prepared by
MOFFETT-REVELL LLC
Mark Watson, MAI, CVA, TN-CG3655
Dale Berry, MAI, TN-CG4696

Moffett-Revell File Number: 120-123-23



October 12, 2023

Mr. Mike Atchison
Metropolitan Government of Nashville & Davidson County
1600 2nd Avenue North
Nashville, TN 37208

Re: Appraisal Report, Real Estate Appraisal
Cement Plant Rd Property
1818 Cement Plant Road, Nashville,
Davidson County, Tennessee 37208

Moffett-Revell File Number: 120-123-23

Dear Mr. Atchison:

At your request we have prepared an appraisal for the above referenced property. The accompanying appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice; the Financial Institutions Reform, Recovery, and Enforcement Act of 1989; the most recent version of the Interagency Appraisal and Evaluation Guidelines; and any specific requirements of Metropolitan Government of Nashville & Davidson County.

Your attention is directed to the Assumptions and Limiting Conditions section of this report (Page 55). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- There are no extraordinary assumptions for this appraisal.

Mr. Atchison
Metropolitan Government of Nashville & Davidson County
October 12, 2023
Page 2

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), our opinion of value are as follows:

Current Market Value of the Subject Property As Is:

The opinion of market value of the fee simple estate in the subject property as is, as of October 3, 2023, is

\$15,600,000
Fifteen Million Six Hundred Thousand Dollars

The Exposure Time preceding October 3, 2023 would have been nine months. The subject is owner occupied, resulting in the valuation of the fee simple estate. No furniture, fixtures, and equipment (FF&E) or intangible business value are included in the opinion of market value.

Respectfully submitted,
Moffett-Revell LLC



Mark Watson, MAI, CVA
Director
TN-CG3655



Dale Berry, MAI
Senior Analyst
TN-CG4696

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Summary of Salient Facts

GENERAL

Subject:	Cement Plant Rd Property 1818 Cement Plant Road, Nashville, Davidson County, Tennessee, 37208
	The subject property is a 7.24-acre site improved with an industrial improvement with approximately 33,000 square feet based on satellite map measurements. The improvements are considered to be an interim use and do not contribute to the subject's market value.
Owner:	River Cement Sales Company, a Delaware corporation
Legal Description:	A metes and bounds description of the subject property is found in the attached deed.
Census Tract:	47 037 0194.02
Date of Report:	October 12, 2023
Intended Use:	The intended use is asset valuation toward possible acquisition of the subject property.
Intended User(s):	Metropolitan Government of Nashville & Davidson County.

Assessment:

Real Estate Assessment and Taxes								
Tax ID	Land Tax Appraisal	Improvements Tax Appraisal	Other Tax Appraisal	Total Tax Appraisal	Equalization Ratio	Total Assessment	Per SF GBA	Per Acre
082-00-0-021.00	\$9,952,400	\$0	\$0	\$9,952,400	40%	\$3,980,960	\$121	\$549,856

Sale History:

The subject is not known to have sold or transferred within the three years preceding the date of valuation.



Current Listing:

The subject is not known to be listed for sale at the date of valuation.

Current Option:

No option for the purchase of the subject is known to be held by any party at the date of valuation.

Current Contract:

The subject is not known to be under contract for sale at the date of valuation.

PROPERTY

Land:

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
082-00-0-021.00	7.24	315,374	7.24	315,374	Mostly level	Slightly irregular

Zoning: IG - Industrial General

Highest and Best Use of the Site: The highest and best use of the subject's site as if vacant would be to seek a zoning change to allow for multifamily development.

Highest and Best Use as Improved: The highest and best use of the subject's site as improved is to raze the existing improvements and redevelop the site.

Reconciled Value			
Value Premises	Interest	Date	Value Conclusion
Current Market Value of the Subject Property			
As Is	Fee Simple	10/3/2023	\$15,600,000
Fifteen Million Six Hundred Thousand Dollars			



Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider the following:

- Client and intended users
- Intended use of the report
- Type and definition of value
- Effective date of value
- Assignment conditions
- Client expectations
- Appraisal work by peers for similar assignments

This appraisal is prepared for Mr. Mike Atchison, Metropolitan Government of Nashville & Davidson County. The purpose of the appraisal is to form an opinion of the current market value of the fee simple estate in the subject property as is. The intended use is for asset valuation toward possible acquisition of the subject property. This appraisal is intended for the use of Metropolitan Government of Nashville & Davidson County. It is not intended for any other use or user.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject is identified by the legal description, the assessor's parcel number, and the physical address.
Inspection:	An inspection of the subject property has been made by observing the subject from the street and photographs were taken. The property is currently occupied and no contact was made with anyone at the site.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made.
Highest and Best Use Analysis:	The subject's highest and best use as vacant is analyzed. Physically possible, legally permissible, and financially feasible uses are considered, and the maximally productive use is concluded.

Valuation Analyses

Cost Approach:

A cost approach is not applied because while there may be adequate data to develop an opinion of the value of the land and the depreciation accrued to the improvements may be reasonably measured, the cost approach does not reflect the property selection pattern of the most likely purchaser of the subject.

Sales Comparison Approach:

A sales comparison approach is applied because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach:

An income approach is not applied because the subject is not an income producing property and this approach does not reflect market behavior for this property type.

Definition(s) of Value

Definition of Market Value
for the State of Tennessee:

The amount of money which a purchaser, willing but under no compulsion to buy, would buy, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied. (Tennessee Pattern Jury Instructions, 2nd Edition.)

Appraisal Conditions

Hypothetical Conditions:

There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

There are no extraordinary assumptions for this appraisal.

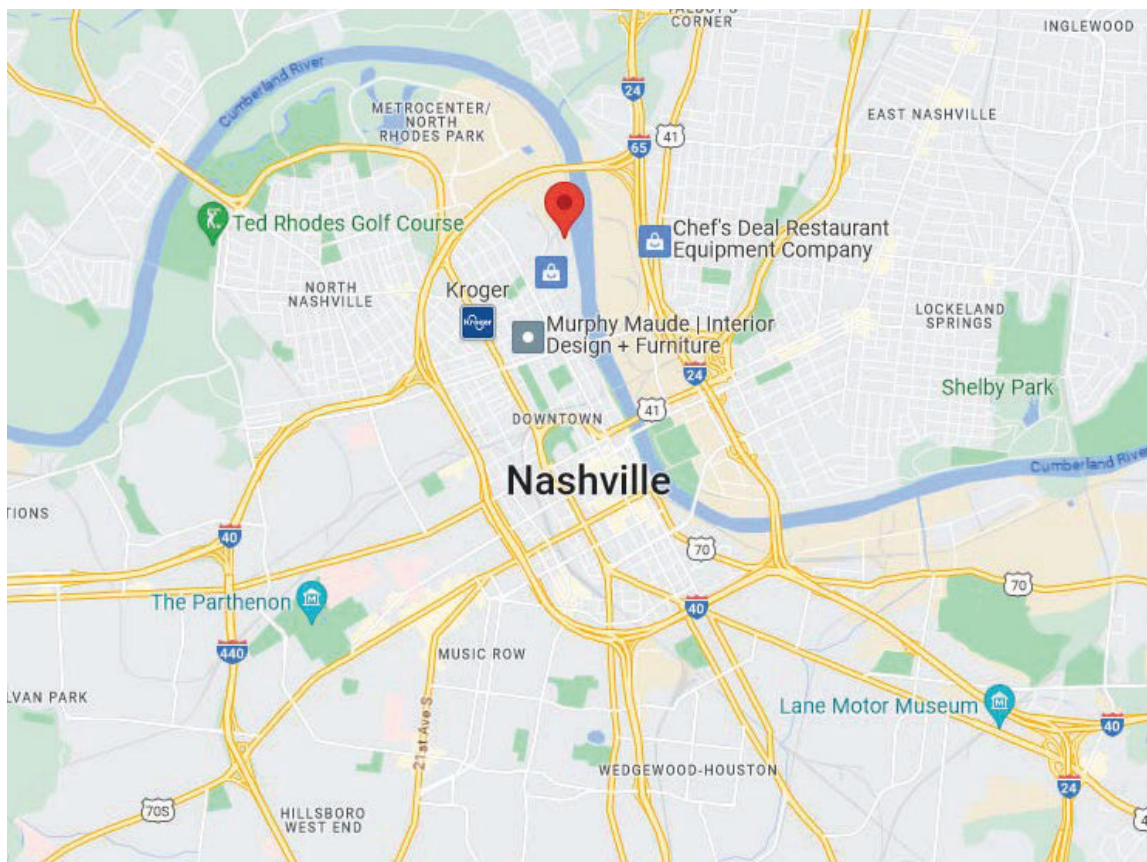
Market Area Analysis

Market Area Location and Boundaries

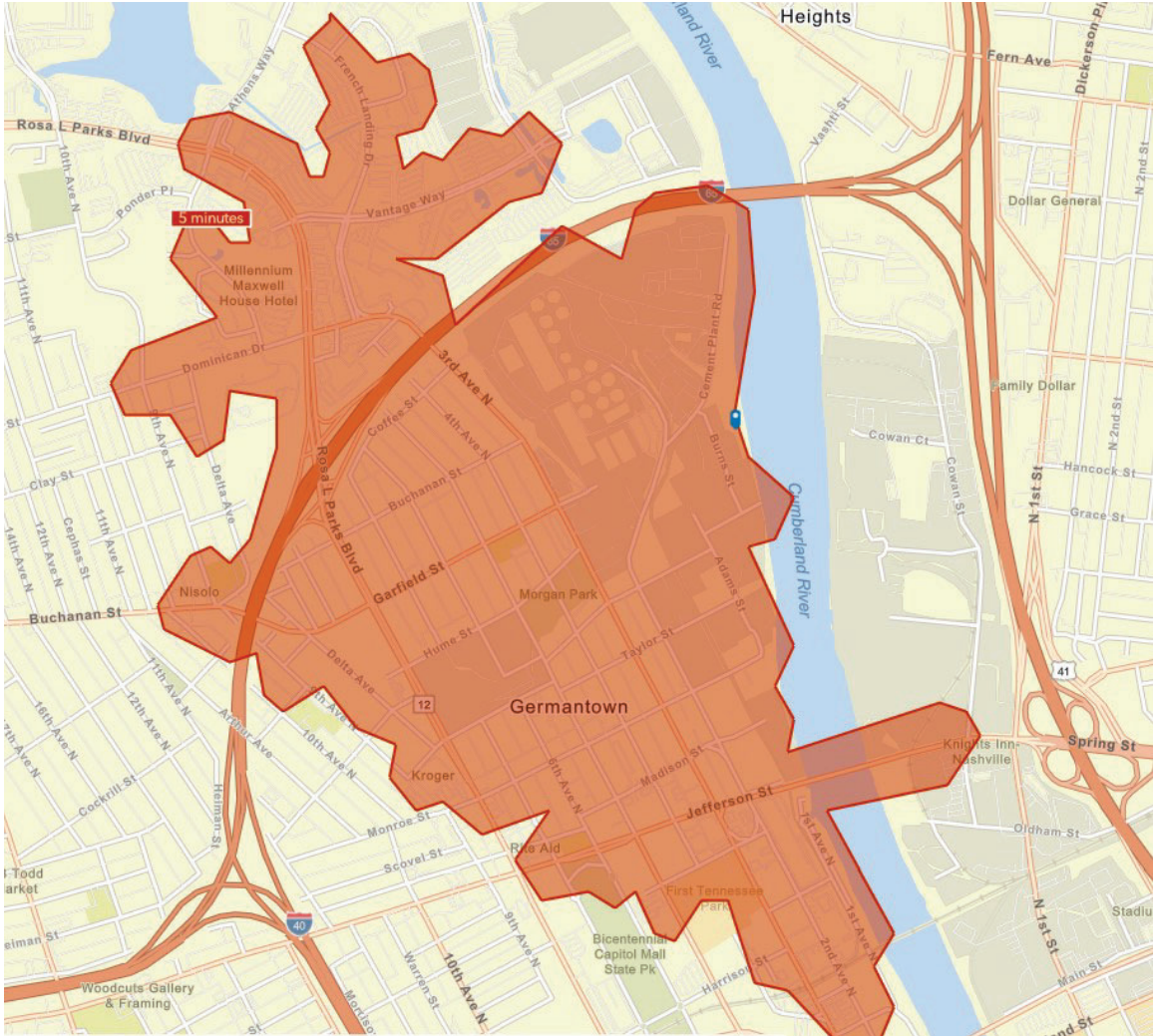
The subject property is located north of downtown Nashville on the west bank of the Cumberland River south of Interstate 65. It is east of the Germantown neighborhood in an area that has historically been densely developed with large industrial properties. However, Germantown and Salemtown, the neighborhoods just to the west of the subject, have undergone significant redevelopment over the last twenty years and they have become some of the trendiest walkable neighborhoods in all of the metro area. This has led to new development in the old industrial area along the Cumberland. The river has gone from historically being a valuable benefit to industry and commerce to being valued for the scenic beauty and aesthetic character that it adds to urban living. Multiple large multifamily properties have been constructed just south of the subject over the last ten years and development is ongoing. Multifamily redevelopment of formerly industrial zoned properties is taking place in the Metro Center area just north of I-65 and the subject property.

On the opposite bank of the Cumberland, Oracle is set to build a \$1.35 billion dollar campus to house 8,500 employees by 2031¹. Somewhat south of the Oracle development area is Nissan Stadium. A new stadium project has been announced that will involve additional development along the Cumberland. This has made property along the river some of the most desired for developers in all of Nashville. The map that follows shows the subject's location relative to downtown.

¹ <https://www.bizjournals.com/nashville/news/2023/05/04/oracle-jobs-nashville-growth-tech-campus.html>



The selected comparative area is a five minute drive time from the subject property. The map below depicts the chosen comparative area. This area will be compared against larger areas to show the subject's positioning.



Market Area and Property Characteristics

The market area is large enough such that it contains all of the major property types.

Surrounding Area Demographics			
	Five Minute Drive Time	Nashville MSA	State of Tennessee
Population 2010 (Actual)	2,697	1,646,200	6,346,105
Population 2020 (Actual)	6,025	1,989,519	6,910,840
Population 2023 (Estimate)	6,383	2,116,378	7,120,037
Population 2028 (Projection)	8,873	2,255,179	7,317,991
Compound % Change 2000-2010	8.4%	1.9%	0.9%
Compound % Change 2010-2023	0.4%	0.5%	0.2%
Compound % Change 2023-2028	6.8%	1.3%	0.5%
Households 2010 (Actual)	3,598	772,530	2,742,947
Households 2023 (Estimate)	3,887	826,001	2,840,406
Households 2028 (Projection)	5,631	887,743	2,942,836
Compound % Change 2010-2023	0.6%	0.5%	0.3%
Compound % Change 2023-2028	7.7%	1.5%	0.7%
Average Household Size 2010 (Actual)	1.63	2.52	2.46
Average Household Size 2023 (Estimate)	1.60	2.51	2.45
Average Household Size 2028 (Projection)	1.55	2.49	2.43
Median Household Income 2023 (Estimate)	\$87,219	\$76,579	\$61,449
Median Household Income 2028 (Projection)	\$89,795	\$86,933	\$71,721
Compound % Change 2023-2028	0.6%	2.6%	3.1%
2023 Owner Occupied % (Estimate)	9.1%	61.4%	60.7%
2023 Renter Occupied % (Estimate)	75.4%	31.9%	29.8%
2023 Median Home Value (Estimate)	\$515,533	\$358,532	\$257,697
Unemployment Rate as of August*	2.7**	2.7	3.1
<i>Source: STDB/ESRI & *Bureau of Labor Statistics</i>		<i>**This rate is for Davidson County</i>	

Population Trends

The population in this area is projected to increase at a larger percentage than both the Nashville MSA and the State of Tennessee. The number of households is also projected to increase at a rate faster than both the Nashville MSA and the State of Tennessee. This indicates that it is reasonable to expect demand to grow more quickly in this market area than in the Nashville MSA and the State of Tennessee in the future.

Housing Trends

The market area has a smaller percentage of owner occupied housing than the Nashville MSA and the State of Tennessee. Also, the market area has a larger percentage of renter occupied housing than the Nashville MSA and the State of Tennessee. This higher renter occupation indicates that there is more of a transitory population in the subject's area than in the Nashville MSA or the State of Tennessee. This is due to the presence of a high number of higher end multifamily properties in the area.

Income Trends

The median household income is estimated to be higher than both the Nashville MSA and the State of Tennessee. The median household income is projected to increase at a rate that is slower than both the Nashville MSA and the State of Tennessee. The median home value is estimated to be higher than both the Nashville MSA and the State of Tennessee.

Unemployment Trends

As of August 2023, the unemployment rate for Davidson County is about the same as the Nashville MSA and lower than the State of Tennessee.

Major Employers

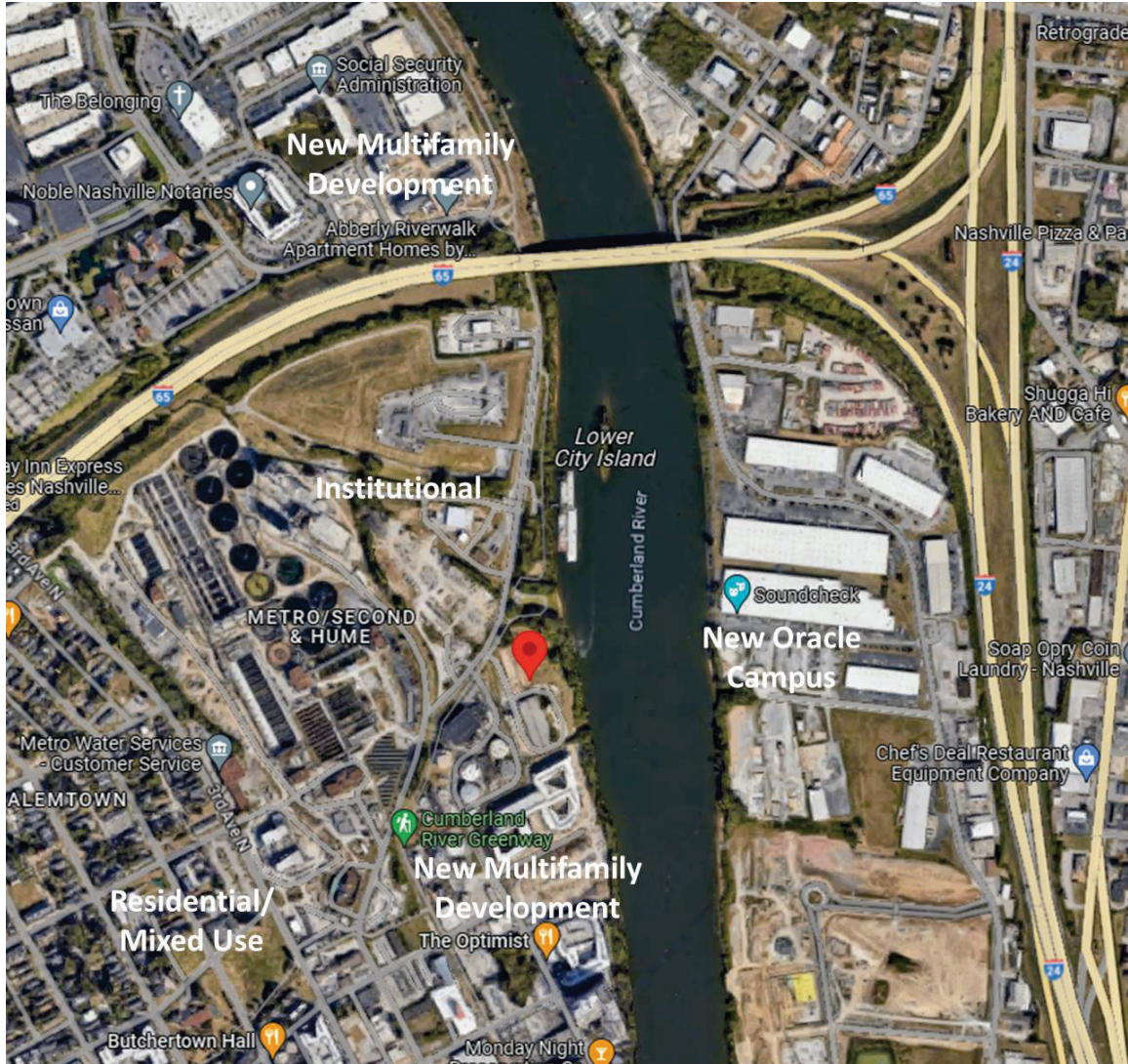
The major employers for the area are shown below.

Major Employers	
Company	# Employed
Vanderbilt Univ. Medical Center	24039
Nissan North America	11000
HCA Healthcare, Inc.	10600
Vanderbilt University	9107
St. Thomas Health	8335
Randstad	4550
Asurion	4400
Amazon.com	4000
Community Health Systems	3925
General Motors	3800

Source: nashvillechamber.com

Adjacent Property Uses

The subject property is located in an area with the Cumberland River to the east and a large institutional uses to the north. Immediately south of the subject property is new and ongoing multifamily development. North of the institutional use is Interstate 65 and more new multifamily development. West of the subject is a mix of commercial uses with dense residential development in Salemtown and Germantown. A map of the area surrounding the subject is shown below.



Macroeconomic Outlook

COVID-19 Pandemic Background and Governmental Response

The COVID-19 pandemic that began in early 2020 was a very significant event that marks a macroeconomic turning point in financial markets. The United States Department of Health and Human Services declared an end to the Covid-19 Public Health Emergency on May 9, 2023.²

In response to the economic crisis caused by the pandemic, the federal government passed five relief bills, the last of which was signed into law on March 11, 2021. Cumulatively, the relief bills extended unemployment benefits, provided direct cash payments to citizens below certain income levels, increased and appropriated tax credits to families and workers, and appropriated funding to state and local governments, education, child care, small businesses, vaccines, and testing. The United States Federal

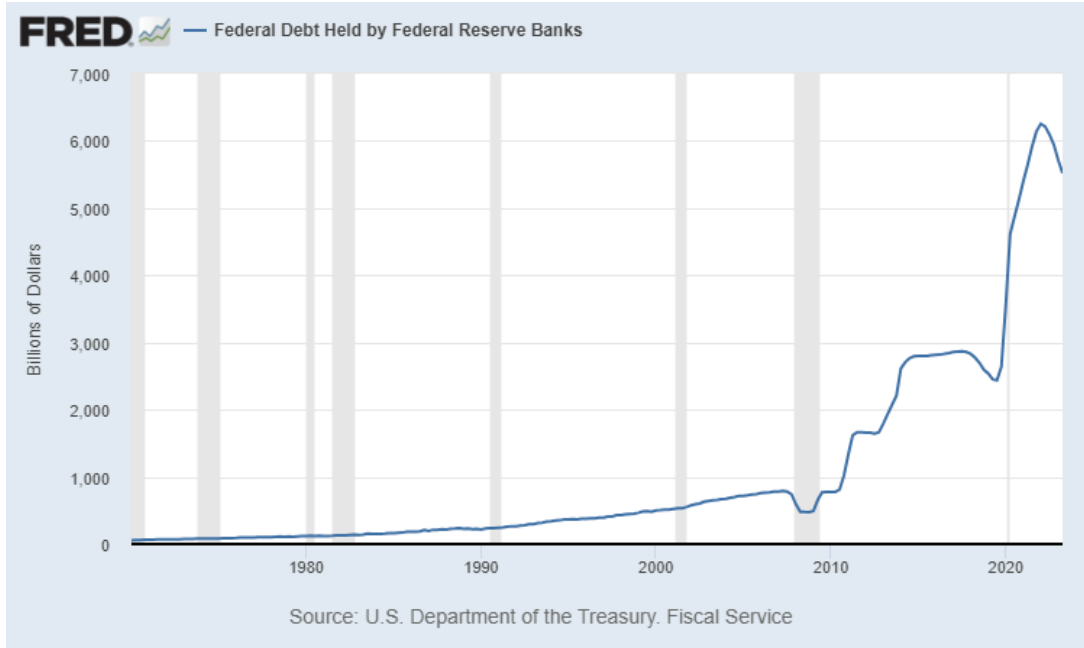
² <https://www.hhs.gov/about/news/2023/05/09/fact-sheet-end-of-the-covid-19-public-health-emergency.html>

Reserve cut the Federal Funds Rate from 1.55% just prior to the onset of the pandemic to 0.05% in April of 2020, holding that general level until beginning to raise the rate in February of 2022. The following two graphs illustrate the striking level of the government intervention on the country's money supply and debt. The first³ is the amount of M1 money supply over ten years, defined as the existing currency used as a medium of exchange, including demand deposits and checking accounts. The second⁴ is the amount of federal debt held on the balance sheet of the United States Federal Reserve dating to the 1970's.



³ <https://fred.stlouisfed.org/series/M1SL>

⁴ <https://fred.stlouisfed.org/series/FDHBFRBN>



Due to historic government spending packages, the M1 money supply, which had been below \$4 trillion through the entire history of the United States, shot upward to over \$16 trillion during the year 2021 alone, and continued until peaking at over \$20 trillion in March of 2022. The Federal Reserve's balance sheet, already elevated from measures taken during the Financial Crisis of 2008-2009 and only marginally rectified in the years following that event, doubled in size during 2021 alone and peaked at over \$6 trillion in the first quarter of 2022. The graph only shows federal debt held on the Federal Reserve's balance sheet; the figure is even higher when corporate assets purchased by the Federal Reserve during the balance sheet expansion are considered. The recent abatement measures by the Federal Reserve can be seen at the right of both graphs as the money supply and debt both begin a decline.

Economic Indicators

The most immediate economic effect of the pandemic was unemployment resulting from government-mandated stay-at-home orders in the earliest phase of the pandemic. The following graph, sourced from the U.S. Bureau of Labor Statistics, illustrates the spike in unemployment that resulted from these mandates.⁵

⁵ <https://fred.stlouisfed.org/series/UNRATE>



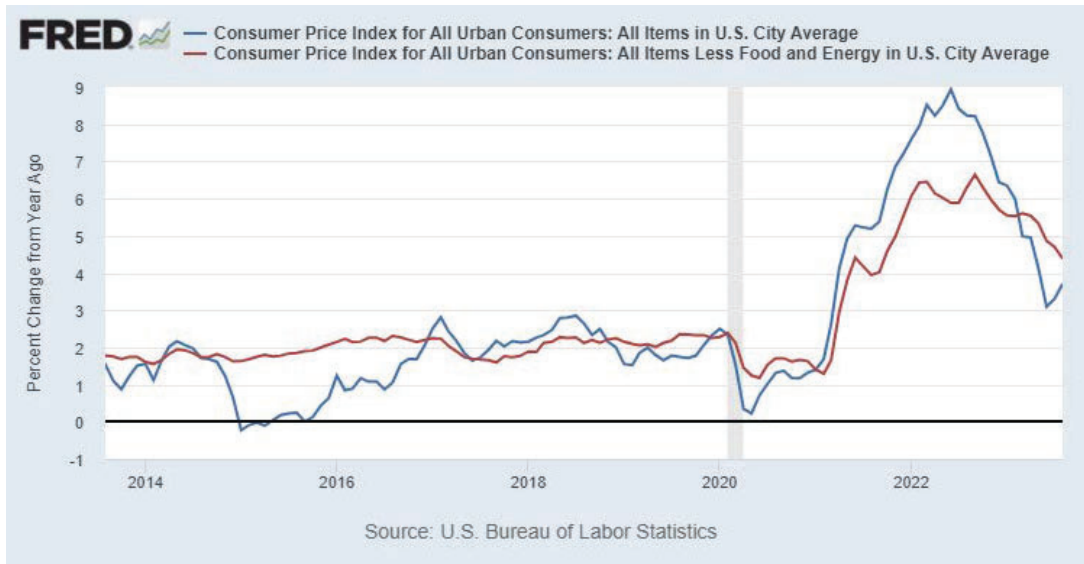
The graph shows the unemployment level over the previous ten years to the present day, with the spike in unemployment in 2020 being the result of government stay-at-home mandates due to the onset of the pandemic. Weekly jobless claims nationwide quickly eclipsed any previous record. The unemployment level has returned to the low levels that prevailed prior to the pandemic's onset, such that the rate reported for August 2023 is 3.8%, a strong figure based on long-term historical averages.

The rapid rebound in employment far surpassed the most optimistic projections by most economists, as the labor market recouped its lost payrolls faster than the last three economic downturns, including the Great Recession of 2008, in which it took 67 months for employment to recover to pre-recession levels. The unprecedented recovery in employment is attributed by many economists to the aforementioned government intervention, as Congress approved roughly five times as much fiscal stimulus during the pandemic as it did during the Great Recession, helping to keep workers and businesses afloat during the worst of the pandemic and leaving workers better equipped to rejoin the workforce once labor demand picked up.⁶

Despite positive employment indicators, economic recovery from the pandemic has been significantly hindered by historic inflation rates since mid-2021. The combination of the rapid reopening of the economy after the virtual shutdown during the first year of the pandemic combined with severe government intervention with the aim of minimizing the economic issues caused by the pandemic have convened to result in a massive imbalance of supply and demand, as demand for most products and services has outweighed supply since the reopening of the economy began. Global supply chains struggled to catch-up after being shut down for long periods during the pandemic. These factors have resulted in product and labor shortages and extraordinarily high inflation in both the US and

⁶ <https://www.businessinsider.com/february-jobs-report-economic-outlook-labor-market-recovery-fastest-ever-2022-3>

global economies, as reflected in significant increases in the consumer price index year-over-year since the beginning of 2021. The following graph shows inflation rates based on the Consumer Price Index over the past ten years.⁷



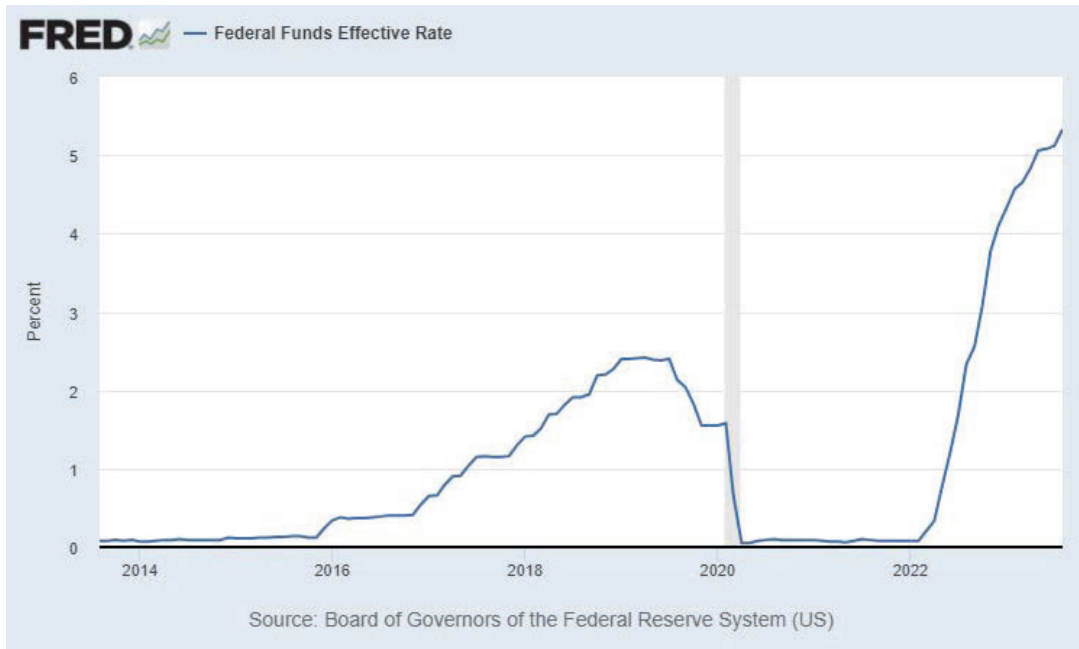
The graph shows a gradual decline in inflation from the peak of almost 9% in June of 2022. The most recently reported inflation level, for August of 2023, is 3.70%. While most recent figures show inflation abating, the rate since the end of 2020 has been well above Fed's target of 2%.

Monetary Policy Response to Inflation and Bank Failures

As 2022 began, the Federal Reserve began a series of increases in the Federal Funds Rate, or the regulated rate that banks charge each other for overnight deposits of excess cash. The following graph shows ten years of the Federal Funds Rate.⁸ The cut of the rate to slightly above zero in response to the pandemic's onset in April of 2020 can be seen, as can the rate increases beginning in March of 2022. The combination of rate cuts and money supply increase resulted in large upward moves in asset prices during that time period. The rise in the Effective Federal Funds Rate from 0.08% in February of 2022 to 5.33% in April of 2023 is the fastest upward move in that rate in over forty years.

⁷ <https://fred.stlouisfed.org/graph/?g=rocU>

⁸ <https://fred.stlouisfed.org/series/FEDFUNDS#>



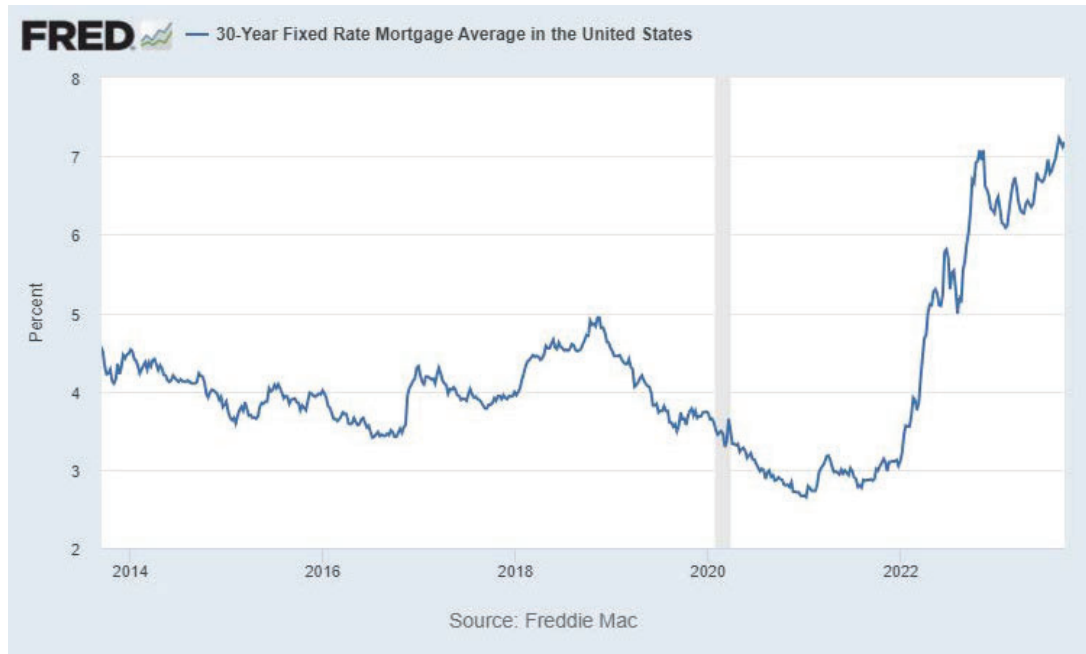
On May 4, 2022 the Federal Reserve announced its plan to reduce the balance sheet in an effort to combat inflation and return over time to its target of 2%.⁹ Initial plans did not involve the outright sale of treasury debt and corporate assets. Rather, the Federal Reserve announced plans are to stop the reinvestment of proceeds from maturing assets over time, with the proceeds from \$30 billion of treasury debt and \$17.5 billion of agency mortgage-backed securities per month not being reinvested during the summer of 2022, followed by the proceeds from \$60 billion of treasury debt and \$35 billion of agency mortgage-backed securities per month not being reinvested in the fall of 2022.

The Federal Reserve continued this plan until March of 2023 when, over the course of five days, three small- to mid-sized banks in the United States failed, triggering a sharp decline in bank stock prices globally. Silvergate Bank, Silicon Valley Bank, and First Republic Bank were all taken over in receivership and sold to other financial institutions in a bidding process. As a response to the crisis, the three major U.S. federal bank regulators announced that all deposits would be honored, and established a Bank Term Funding Program (BTFP) to offer loans of up to one year to eligible depository institutions pledging qualified assets as collateral. The qualified assets are U.S. Treasuries, agency debt, mortgage-backed securities, and other qualifying assets. While the response has largely shored up the financial system in the face of a heavily inverted yield curve, the response is also widely expected to stall the plan to decrease the balance sheet by acquiring debt assets, where the Federal Reserve had been slowly shedding such assets.

Raising the federal funds rate generally affects only the short end of the yield curve. Stopping the reinvestment of maturing assets affects the entire length of the yield curve, raising it. This will especially be felt on the long-duration end of the yield curve, which

⁹ <https://www.federalreserve.gov/newsevents/pressreleases/monetary20220504b.htm>

most affects real estate mortgage lending rates. A pause or reversal in the plan to decrease the Federal Reserve's balance sheet can be expected to mitigate the effect on the long duration end of the yield curve. Most relevant to real estate valuations is the following graph, showing the national average for the 30-year fixed mortgage rate in the United States.¹⁰



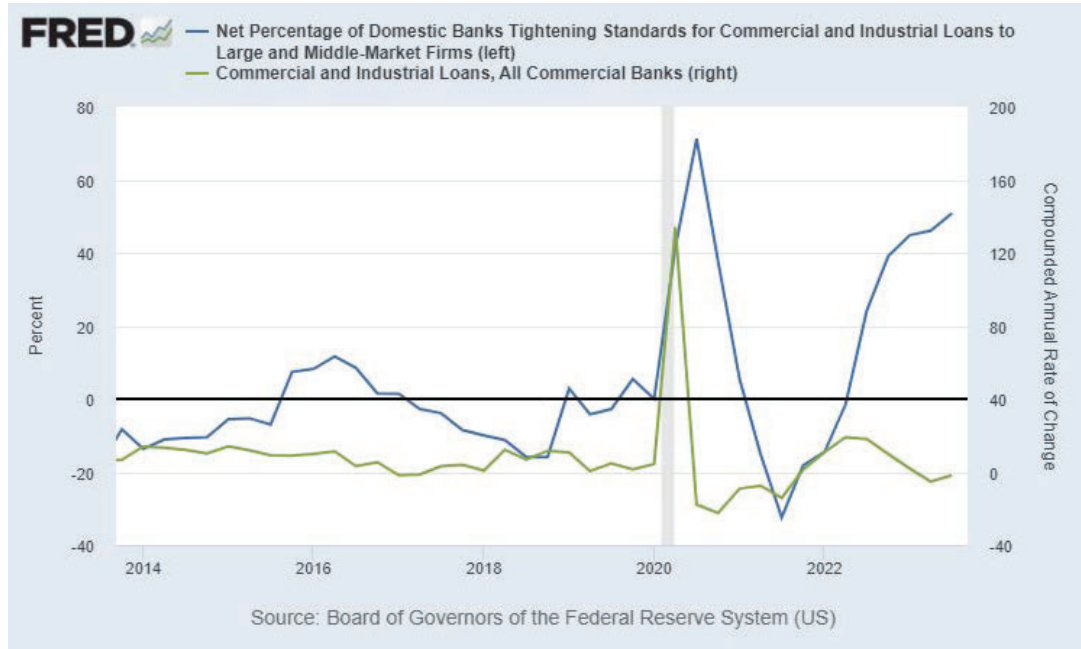
Interest rates for commercial loans generally follow the trend illustrated by the 30-year fixed residential rate, though at a higher level, as both are affected by the longer-duration end of the yield curve. The average mortgage rate rose from 3.22% in the first week of January 2022 to over 7% by late October of 2022. The pause and small era of high volatility in the summer of 2022 was due to the market's expectation that the economy was in a recession at the time, causing the market to believe that the Federal Reserve would cut rates and resume injecting liquidity in the economy in the future. That act would lower long-duration yield rates and, consequently, mortgage rates. Expectations that the Federal Reserve will pivot to a dovish policy are not likely, especially in light of comments that Federal Reserve President Jerome Powell has made in recent speeches. Due to this, the mortgage rate has risen to over 7% again.

The following graph is of direct interest to commercial real estate.¹¹ The blue line indicates the percentage of banks in the United States reported in the Federal Reserve's *Senior Loan Officer Opinion Survey* to be tightening lending for commercial and industrial loans. That trend indicates decreasing willingness of domestic banks to make commercial loans since the third quarter of 2021. The green line indicates the compound annual rate of change in commercial and industrial loans. A decline in loan growth can be seen to generally follow tightening lending standards. The market for lending, the

¹⁰ <https://fred.stlouisfed.org/series/MORTGAGE30US>

¹¹ <https://fred.stlouisfed.org/graph/?g=qw94#>

primary source of liquidity for commercial real assets, has been much more difficult to tap in recent quarters.



Developing Issues

While unrelated to the pandemic, Russia's invasion of Ukraine has sent shockwaves through the long-established international financial system. The United States' Dollar has long enjoyed reserve status internationally, with most major commodities denominated in dollars. On March 2, 2022, in response to the invasion the European Union excluded seven major Russian banks from the SWIFT system, the electronic messaging system for international money transfers.¹² The intent was to damage the Russian financial system in an effort to weaken the military there. In response, Russian President Vladimir Putin announced on March 23, 2022 that Russia would begin seeking payment for Russian oil in Rubles, circumventing the dollar as the reserve currency for crude oil and other related products from Russia.¹³ It has long been observed that growing political powers in Asia have been moving to remove the dollar as the reserve currency for commodities over an extended period of many years. These issues are still developing, but the loss of reserve status for the dollar would have profound negative effects on the dollar's value and stability.

Much politically-charged debate has taken place as to the inflationary abating or exacerbating effect from the recent passage of the 2022 Inflation Reduction Act. Likely the most comprehensive and balanced budget model has been produced by the Penn Wharton Budget Model at the University of Pennsylvania, reporting that the effect the act can be expected to have on inflation over the long term is statistically indistinguishable from zero, while causing negative pressure on GDP for the first few years due to new

¹² <https://www.reuters.com/business/finance/eu-excludes-seven-russian-banks-swift-official-journal-2022-03-02/>

¹³ <https://www.reuters.com/business/energy/putin-says-russia-will-start-selling-gas-unfriendly-countries-roubles-2022-03-23/>

taxes and higher taxes placed on businesses. The study also projects that the act places near-term upward pressure on prices in 2023 and 2024.

In August of 2022 the Biden administration announced a plan to cancel up to \$20,000 of student debt for Pell Grant recipients and \$10,000 of student debt for non-Pell Grant recipients. The Penn Wharton Budget Model reported that the initial plan would have cost taxpayers between \$469 billion and \$519 billion over a ten-year budget window. In its October term, the United States Supreme Court ruled that the administration does not have broad power to cancel student debt balances.¹⁴ In a politically charged action and using regulatory authority, the administration scaled down its loan forgiveness program to proceed with \$39 billion in loan cancellation for borrowers who had been making payments for 20 or 25 years. The scaled down version of the plan significantly lowers but does not eliminate the expected effect on inflation, which is the Federal Reserve's target with the current regime of restrictive monetary policy.

Macroeconomic Overview Summary

Indications are that the United States Federal Reserve is committed to bringing inflation, which is declining after running in excess of 7% in the United States, back to its target level of 2%. A significant amount of negative price pressure can be expected to be felt in the real estate market before that target is reached. This should be analyzed on an area-by-area basis, however, as markets and areas differ significantly in demand levels and outlook.

Conclusion

The characteristics of the market area indicate a population that is growing much faster than either the Nashville MSA or the State of Tennessee. The population of the area, on average, has a higher income than the Nashville MSA and the State of Tennessee. This would indicate that property values in the area should experience sustained growth in the future.

¹⁴ https://www.supremecourt.gov/opinions/22pdf/22-506_nmip.pdf

Property Description

The following description is based on our property inspection, assessment records, property deeds, and information provided by the client.

SITE	
Location:	The subject is located on the southeast side of Cement Plant Road and west of the Cumberland River.
Current Use of the Property:	Industrial
Site Size:	Total: 7.24 acres; 315,374 square feet The subject's site size was taken from Courthouse Retrieval System's area measurement tool. Usable: 7.24 acres; 315,374 square feet
Shape:	The site is irregularly shaped.
Frontage and Access:	The subject property has average access with frontage as follows: <ul style="list-style-type: none"> • Cement Plant Road: 365 feet The site has an average depth of 750 feet. It is not a corner lot. The subject's frontage and depth measurements were taken from Courthouse Retrieval System's area measurement tool.
Visibility:	Average
Topography:	The subject has level topography at grade that slopes downward at the river.
Soil Conditions:	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Utilities:	Electricity: Public electricity Sewer: Public sewer Water: Public water Natural Gas: Public gas Underground Utilities: Electric wires are above ground. Adequacy: The subject's utilities are typical and adequate for the market area.

Site Improvements:

- There is street lighting on Cement Plant Road.
- There is a bike lane but no sidewalk on Cement Plant Road at the subject.
- There are no curbs or gutters.
- The subject has typical landscaping.

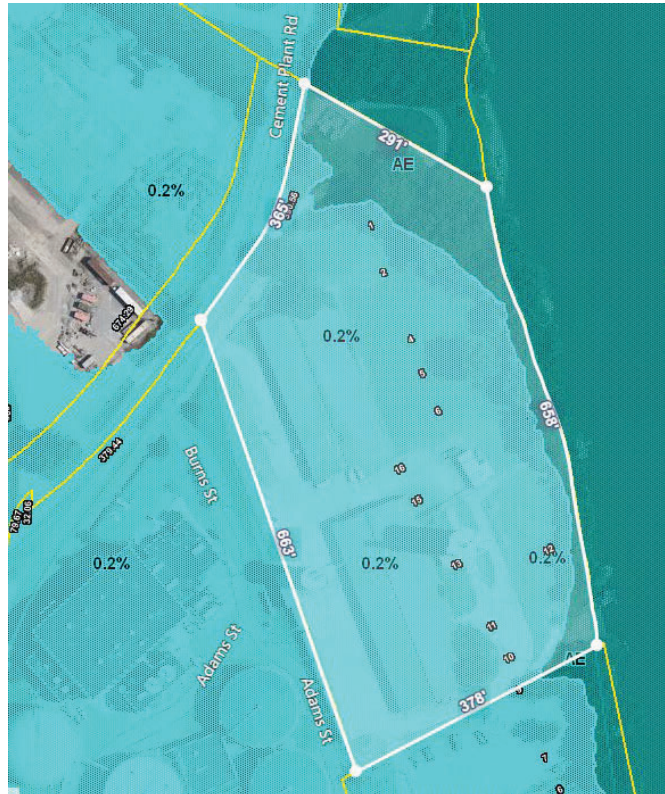
Flood Zone:

The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zones X Shaded and AE, both of which are classified as flood hazard areas.

FEMA Map Number: 47037C0241H

FEMA Map Date: April 5, 2017

Flood Zone X (shaded) is for areas of 0.2% chance of flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. Approximately one acre is located in Flood Zone AE. Flood Zone AE is for areas inside the 1% annual chance flood where base flood elevations have been determined. The appraiser is not an expert in this matter and is reporting data from FEMA maps.



Wetlands/Watershed: According to the U.S. Fish and Wildlife Service, there are no wetlands on the subject site but the subject borders the Cumberland River. (This was checked on the fws.gov/wetlands/Data/Mapper.html website.)

Environmental Issues: There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Encumbrance / Easements: There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions.

Site Comments: The site has average and typical utility.

Tax Map



Subject Soils

The map below is taken from the United States Department of Agriculture’s Natural Resources Conservation Service website.¹⁵ The map shows the different areas of soils on the subject site.



The following table shows the ratings for each of the subject’s soil types.

¹⁵ <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
Ln	Lindell-Urban land complex	Very limited	Lindell (60%)	Flooding (1.00)	7.4	98.7%
				Depth to saturated zone (0.39)		
W	Water	Not rated	Water (100%)		0.1	1.3%
Totals for Area of Interest					7.5	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	7.4	98.7%
Null or Not Rated	0.1	1.3%
Totals for Area of Interest	7.5	100.0%

Conclusion

While the appraisers are not experts in the analysis of soils, the USDA website does give a useful indicator of the potential cost level that can be expected in developing the subject's site. Almost all of the subject is described as Lindell-Urban land complex and is described as "Very Limited," with only a very small portion of the site not being rated. None of the subject's site is described as "Not Limited," which indicates that the potential development costs for the subject can be expected to be above average.

IMPROVEMENTS DESCRIPTION

Building Improvement: The subject property has a metal building improvement in place that has been on the site for a number of years. Due to changing market conditions and development trends in the area of the subject, the metal building improvement no longer contributes to the subject's market value and would likely be demolished for near-term redevelopment of the site. The appraisers were not able to physically inspect the building improvement, but were able to derive a reasonably accurate square footage of the building using available satellite maps.

Americans with Disabilities Act

Please reference the Limiting Conditions and Assumptions section of this report on page 56.

Hazardous Substances

Please reference the Limiting Conditions and Assumptions section of this report on page 56.

Subject Photographs



Cement Plant Road facing East



Cement Plant Road facing West



View facing South



View facing South

Assessment and Taxes

Real estate taxes in Tennessee are ad valorem taxes, meaning a tax based on the underlying value of the property being taxed. The assessor estimates the market value of the property, which opinion of value is multiplied by 40% for commercial property. The "Assessed Value" is then multiplied by the combined tax rate to calculate the tax levy.

Taxing Authority Metro Nashville

Assessment Year 2023

Real Estate Assessment and Taxes								
Tax ID	Land Tax Appraisal	Improvements Tax Appraisal	Other Tax Appraisal	Total Tax Appraisal	Equalization Ratio	Total Assessment	Per SF GBA	Per Acre
082-00-0-021.00	\$9,952,400	\$0	\$0	\$9,952,400	40%	\$3,980,960	\$121	\$549,856

Real Estate Assessment Analysis					
Tax ID	Total Assessment	City Rate	County Rate	Total Tax Rate	Taxes
082-00-0-021.00	\$3,980,960	\$0.000	\$3.254	\$3.254	\$129,540

Notes: The governments of the City of Nashville and Davidson County merged in 1963, such that the county government is now known as the Metropolitan Government of Nashville and Davidson County, or "Metro Nashville," for short. The county tax rate shown above is an all-inclusive tax rate for the merged governments, and no city tax rate applies.

Comments

With the exception of the 2023 tax year, all prior property taxes have been paid. Based on the concluded opinion of market value, the assessment appears to be favorable.



Zoning

Zoning Summary	
Zoning Authority	Metro Nashville
Zoning District	Industrial General
Zoning Code	IG
Zoning Type/Description	Industrial
Current Use Legally Conforming	The subject is a legal and conforming use.
Zoning Change Likely	A zoning change is possible.
Zoning Density/FAR	0.6
Zoning Intent/Summary	The IG district implements those industrial policies of the general plan which provide opportunities for intensive manufacturing uses that are essential for the economic viability of the metropolitan area. Industrial uses associated with this district often require large, relatively flat sites with good access to the regional highway system, the Cumberland River or a rail line. Industrial uses are allowed along with a variety of office and retail uses. No residential uses are permitted outright but multifamily use can be permitted with special exception.
Maximum Site Coverage	0.9
Minimum Lot Area	None
Front Set Back Distance	5 ft
Side Yard Distance	None
Back Yard Distance	20 ft
Maximum Building Height	60 ft
Zoning Parking Requirements	Manufacturing: 1 space per 1,500 sf, Warehousing: 1 space per
Zoning Data Source	Zoning Ordinance
Zoning Comments	The subject is a legal and conforming use.

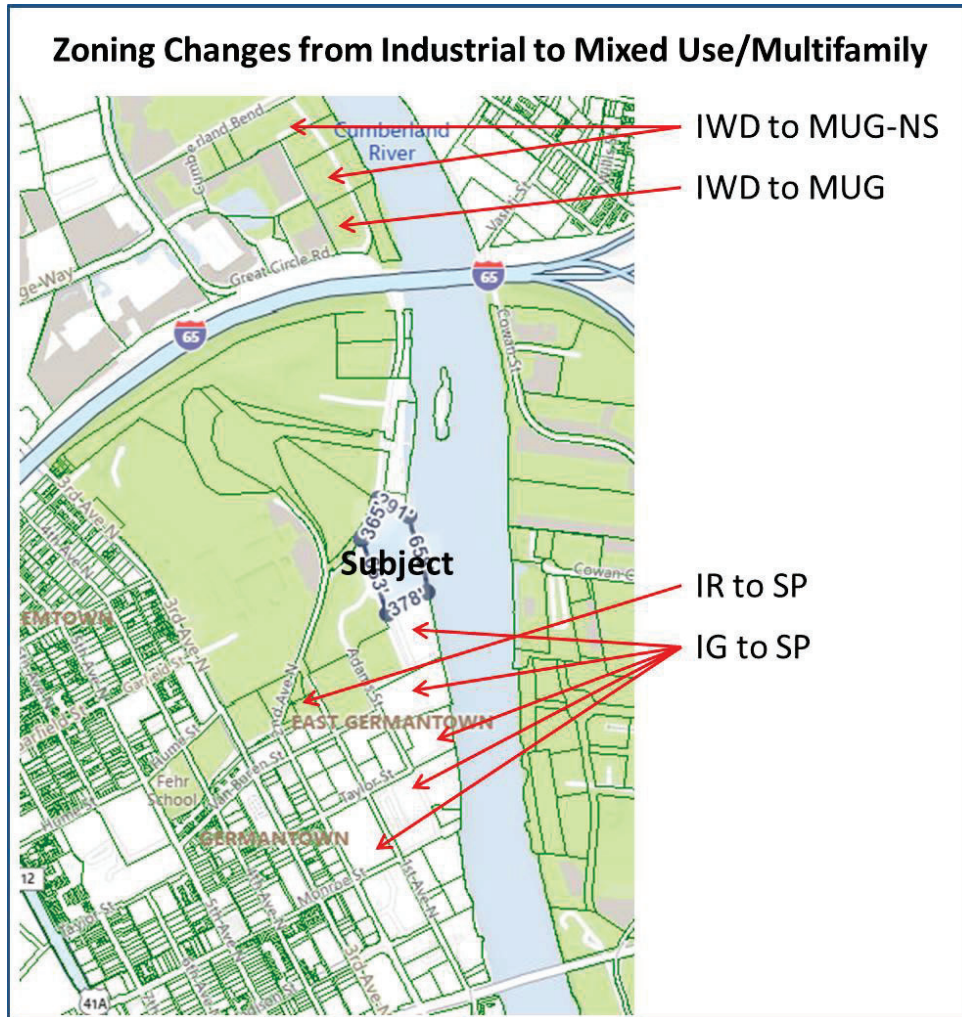
Highest and Best Use

Highest and best use may be defined as

“The reasonably probable use of property that results in the highest value.”¹⁶

Highest and Best Use of the Site as if Vacant and Available for Improvement

1. **Legally Permissible:** The subject’s IG zoning allows for industrial and many general commercial uses such as retail and office. Multifamily use is only permitted with special exception. However, recent multifamily development has taken place in former industrial areas north and south of the subject. The following map shows a number of parcels that have had zoning changes within the last five years to allow for multifamily development.



¹⁶ *The Appraisal of Real Estate* 15th Edition (Chicago: The Appraisal Institute, 2020), 305.

While a multifamily use is not permitted outright by the current zoning, it seems probable that a zoning change could take place at some point in the future. As such, seeking a zoning change to allow for multifamily development is given further consideration along with industrial, office, and retail.

2. **Physically Possible:** The subject's 7.24-acre site is large enough, of useful shape, and of adequate topography as to allow for industrial, retail, office, and multifamily uses. All of these uses are given further consideration.
3. **Financially Feasible:** Economic conditions in the subject's market are such that a newly constructed multifamily improvement would have a market value commensurate with the construction cost. The subject's location without exposure to high levels of automobile traffic suggests that a new retail development that would utilize the subject site is not feasible. Currently, speculative development of office use is likely not feasible due to existing office vacancy and current employment trends. Due to the nature of the rapidly changing market and demand for riverfront multifamily, a new industrial development would likely underutilize the site. The Principle of Conformity indicates that the most probable use would be to seek a zoning change to develop a multifamily use that conforms to the standards of the ongoing development along the river.
4. **Maximally Productive.** Given positive feasibility for a new multifamily improvement, the maximally productive use of the subject site would be to seek a zoning change that would allow for multifamily development and develop the site with a multifamily use.

Conclusion

The highest and best use of the subject's site as if vacant would be to seek a zoning change to allow for multifamily development. Given positive feasibility, a newly constructed multifamily improvement similar to surrounding development would have a market value commensurate with the construction cost.

Highest and Best Use of the Site as Currently Improved

The highest and best use of the subject's site as improved is to raze the existing improvements and redevelop the site. Razing the existing improvements and redeveloping the site would maximize the value to the underlying site. In addition, the existing improvements underutilize the site and constitute an interim use and will likely be demolished in the near- to mid-term.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are: The cost approach, the income approach, and the sales comparison approach.

Cost Approach

The cost approach is conducted by valuing the underlying site and then adding the depreciated cost of the improvements.

Income Approach

The income approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The sales comparison approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and is not developed because while there may be adequate data to develop an opinion of the value of the land and the depreciation accrued to the improvements may be reasonably measured, the cost approach does not reflect the property selection pattern of the most likely purchaser of the subject.

A **sales comparison analysis** was considered and is developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and is not developed because the subject is not an income producing property and this approach does not reflect market behavior for this property type.

Sales Comparison Approach – Land Valuation

The sales comparison approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the sales comparison approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the sales comparison approach.

Land Comparables

We have researched five comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified. All of the comparables border or are near the west bank of the Cumberland River.

Comp	Address	Date	Acres	Price Per Acre
	City	Price	Land SF	Price Per Land SF
Subject	1818 Cement Plant Road		7.24	--
	Nashville	--	315,374	--
1	210 Cumberland Bend	9/22/2023	5.04	\$2,539,683
	Nashville	\$12,800,000	219,542	\$58.30
2	1512 2nd Ave N	6/30/2023	1.68	\$2,380,952
	Nashville	\$4,000,000	73,181	\$54.66
3	1410 Adams Street	6/30/2022	4.53	\$4,415,011
	Nashville	\$20,000,000	197,327	\$101.35
4	210 Cumberland Bend	12/16/2021	5.21	\$2,111,324
	Nashville	\$11,000,000	226,948	\$48.47
5	115 Great Circle Road	1/26/2021	7.13	\$1,604,067
	Nashville	\$11,437,000	310,583	\$36.82

Land Comparable 1



Transaction

ID	15204	Date	9/22/2023
Address	210 Cumberland Bend	Price	\$12,800,000
City	Nashville	Price Per Land SF	\$58.30
State	TN	Financing	Typical
Tax ID	071-13-0-010.00	Property Rights	Fee Simple
Grantor	Dore Frog LLC	Verification	CoStar/Public Records
Grantee	210 Cumberland Bend Owner, LLC		

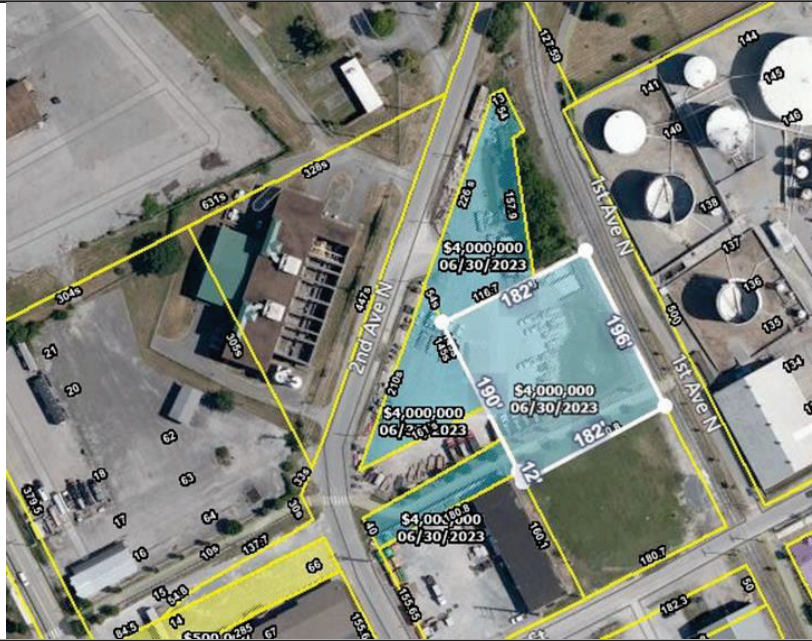
Site

Acres	5.04	Topography	Generally Level
Land SF	219,542	Zoning	MuG-NS
Environmental Issues	None known	Flood Zone	X/AE
Shape	Roughly rectangular	Encumbrance or Easement	None adverse known
Utilities	Public water & sewer		

Sale Comments

This sale is a larger industrial building sold for land value with the intention of constructing a multifamily property. The zoning was changed from a IWD, a general industrial zoning, to MUG-NS, which is a high density mixed use zoning. The property borders the Cumberland River and offers city and water views. A 77,500 sf building must be removed from the site.

Land Comparable 2



Transaction

ID	15205	Date	6/30/2023
Address	1512 2nd Ave N	Price	\$4,000,000
City	Nashville	Price Per Land SF	\$54.66
State	TN	Financing	Typical
Tax ID	Multiple	Property Rights	Fee Simple
Grantor	Roy Glenn Goodwin	Verification	CoStar, Public Records
Grantee	Byline Property Owner LLC		

Site

Acres	1.68	Topography	Generally level
Land SF	73,181	Zoning	SP
Environmental Issues	None known	Flood Zone	X
Shape	Irregular	Encumbrance or Easement	None noted
Utilities	Yes		

Comments

This is a 4.53-acre parcel near the Germantown neighborhood that was purchased for mixed use development. there were three buildings on the site on the date of sale, but the parcel was purchased for land value. The estimated cost of demolition was \$649,000 per demolition permit filed with Metro. The buyer was an adjacent owner.

Land Comparable 3



Transaction

ID	12309	Date	6/30/2022
Address	1410 Adams Street	Price	\$20,000,000
City	Nashville	Price Per Land SF	\$101.35
State	TN	Financing	Typical
Tax ID	082-05-0-158.00	Property Rights	Fee Simple
Grantor	Baugh & Pardue Properties, LLC	Verification	CoStar, Public Records
Grantee	Germantown Phase II JV, LLC		

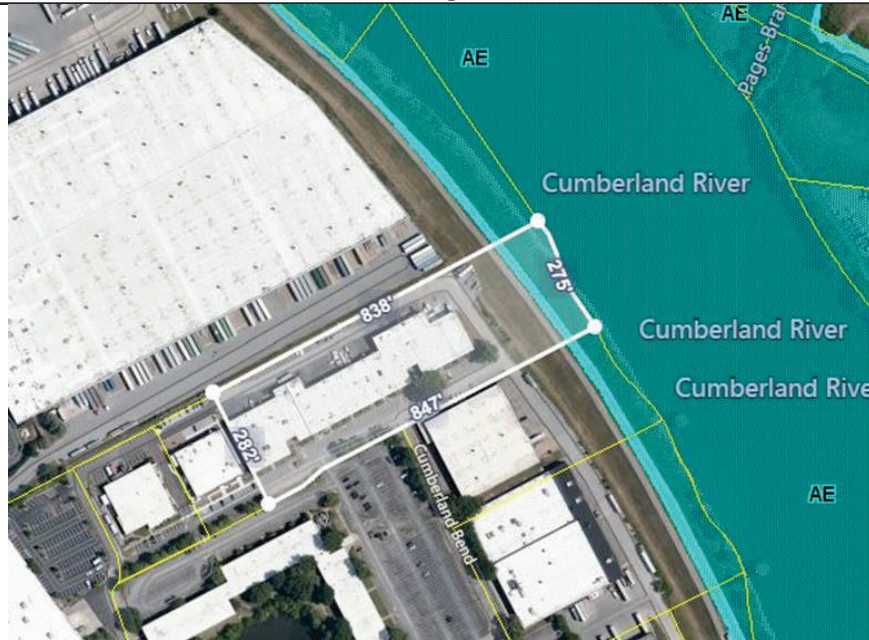
Site

Acres	4.53	Topography	Generally level
Land SF	197,327	Zoning	SP
Environmental Issues	None known	Flood Zone	Partial X (shaded)
Shape	Rectangular	Encumbrance or Easement	None noted
Utilities	Yes		

Sale Comments

This is a 4.53-acre parcel near the Germantown neighborhood that was purchased for mixed use development. there were three buildings on the site on the date of sale, but the parcel was purchased for land value. The estimated cost of demolition was \$649,000 per demolition permit filed with Metro. The buyer was an adjacent owner that had already constructed phase one of the large multifamily project.

Land Comparable 4



Transaction

ID	10419	Date	12/16/2021
Address	210 Cumberland Bend	Price	\$11,000,000
City	Nashville	Price Per Land SF	\$48.47
State	TN	Financing	Typical
Tax ID	071-13-0-010	Property Rights	Fee Simple
Grantor	Paddock TN Equities, LLC	Verification	Buyer/Public Records
Grantee	Apex Riverstone, LLC		

Site

Acres	5.21	Topography	Generally Level
Land SF	226,948	Zoning	IWD
Environmental Issues	None known	Flood Zone	X/Partial AE
Shape	Rectangular	Encumbrance or Easement	None adverse known
Utilities	Public water & sewer		

Sale Comments

The property was a large industrial building that had previously been subdivided into multiple office and industrial spaces. The buyers has the zoning changed to MUG-NS after the purchase though the property was zoned IWD for industrial use at the time of purchase. The buyer intended to raise the improvements and construct a dense multifamily property. The property borders the Cumberland and a multiple story development would have both water and city views. The improvements on the site were about 70,000 sf at the time of sale.

Land Comparable 5



Transaction

ID	13321	Date	1/26/2021
Address	115 Great Circle Road	Price	\$11,437,000
City	Nashville	Price Per Land SF	\$36.82
State	TN	Financing	Typical
Tax ID	071-13-0-018.00; 071-13-0-	Property Rights	Fee Simple
Grantor	200 Cumberland Bend, LLC	Verification	CoStar, Public Records
Grantee	CRP/ WP ALTA METRO CENTER OWNER LLC		

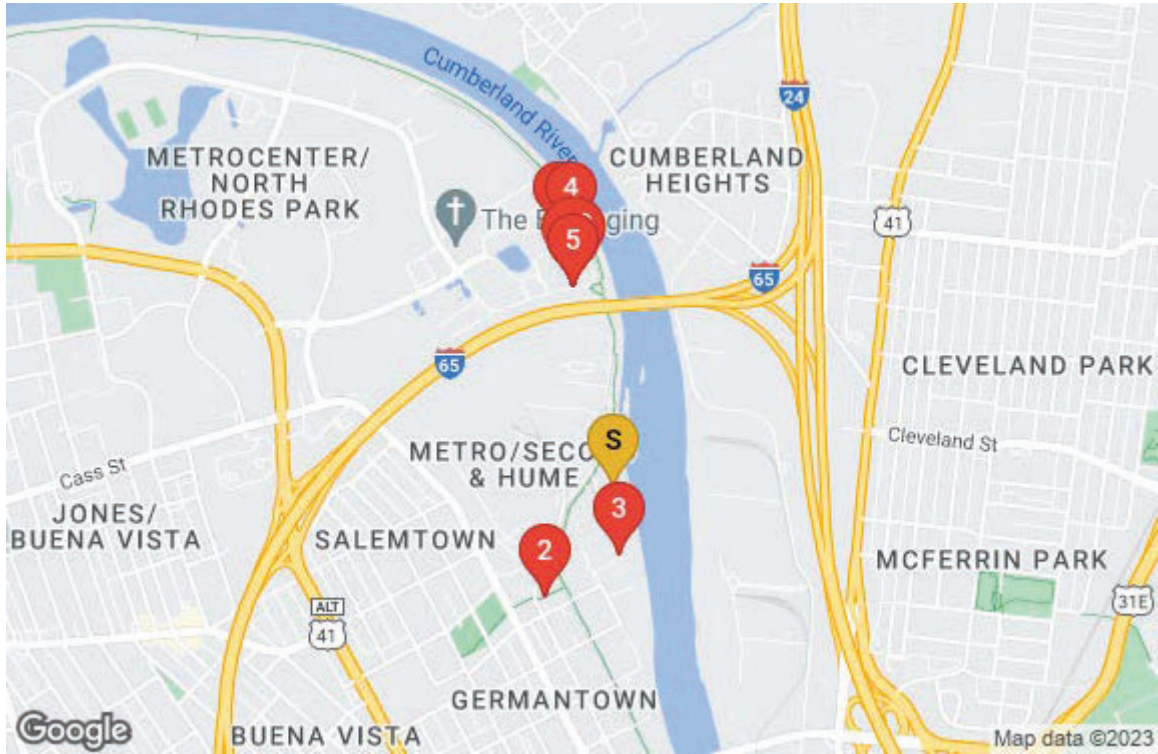
Site

Acres	7.13	Topography	Generally level
Land SF	310,583	Zoning	MUG
Environmental Issues	None noted	Flood Zone	X (levee)
Shape	Irregular	Encumbrance or Easement	There are two easements that pass through the middle of the western parcel.
Utilities	Yes		

Comments

This sale included two parcels located in the rear of the Metrocenter commercial area, near the Cumberland River. An industrial building was located on the property on the date of sale, but the parcels were purchased for land value. estimated cost for demolition of improvements is \$230,100 per permit filed with Metro. There are two easements that pass through the middle of the western parcel that could somewhat limit the development opportunities. The parcels are in an area that is part of the 500-year floodplain and is protected by a levee.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

A sales comparison grid displaying the subject property, the comparables and the adjustments applied is on the following page.

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	
Address	1818 Cement Plant Road	210 Cumberland Bend	1512 2nd Ave N	1410 Adams Street	210 Cumberland Bend	115 Great Circle Road	
City	Nashville	Nashville	Nashville	Nashville	Nashville	Nashville	
State	TN	TN	TN	TN	TN	TN	
Date	10/3/2023	9/22/2023	6/30/2023	6/30/2022	12/16/2021	1/26/2021	
Price	--	\$12,800,000	\$4,000,000	\$20,000,000	\$11,000,000	\$11,437,000	
Land SF	315,374	219,542	73,181	197,327	226,948	310,583	
Price Per Land SF	\$0.00	\$58.30	\$54.66	\$101.35	\$48.47	\$36.82	
Transaction Adjustments							
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Typical	Typical	0.0%	Typical	0.0%	Typical	0.0%
Conditions of Sale	Typical	Typical	0.0%	Adj Owner	0.0%	Adj Owner	0.0%
Expend. After Sale		\$426,250	\$0	\$649,000	\$385,000	\$600,765	
Adjusted Land SF Unit Price		\$60.24	\$54.66	\$104.64	\$50.17	\$38.76	
Market Trends Through	10/3/2023	0.0%	0.0%	0.0%	0.0%	0.0%	
Adjusted Land SF Unit Price		\$60.24	\$54.66	\$104.64	\$50.17	\$38.76	
Location		Similar	Similar	Similar	Similar	Similar	
% Adjustment		0%	0%	0%	0%	0%	
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Acres	7.24	5.04	1.68	4.53	5.21	7.13	
% Adjustment		-2.5%	-5%	-2.5%	-2.5%	0%	
\$ Adjustment		-\$1.51	-\$2.73	-\$2.62	-\$1.25	\$0.00	
Utilities	Public electricity, Public water, Public sewer, Public gas	Public water & sewer	Yes	Yes	Public water & sewer	Yes	
% Adjustment		0%	0%	0%	0%	0%	
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Zoning	IG	MuG-NS	SP	SP	IWD	MUG	
% Adjustment		-5%	-10%	-10%	0%	-5%	
\$ Adjustment		-\$3.01	-\$5.47	-\$10.46	\$0.00	-\$1.94	
Flood Zone	X Shaded and AE	X/AE	X	Partial X (shaded)	X/Partial AE	X (levee)	
% Adjustment		-5%	-5%	0%	-5%	-5%	
\$ Adjustment		-\$3.01	-\$2.73	\$0.00	-\$2.51	-\$1.94	
View	Water/City	Water/City	City	Water/City	Water/City	Water/City	
% Adjustment		0%	10%	0%	0%	0%	
\$ Adjustment		\$0.00	\$5.47	\$0.00	\$0.00	\$0.00	
Adjusted Land SF Unit Price		\$52.71	\$49.19	\$91.56	\$46.40	\$34.88	
Net Adjustments		-9.6%	-10.0%	-9.7%	-4.3%	-5.3%	
Gross Adjustments		16.2%	30.0%	16.2%	11.3%	15.8%	



Comparable Land Sale Adjustments

Property Rights/Financing/Conditions of Sale

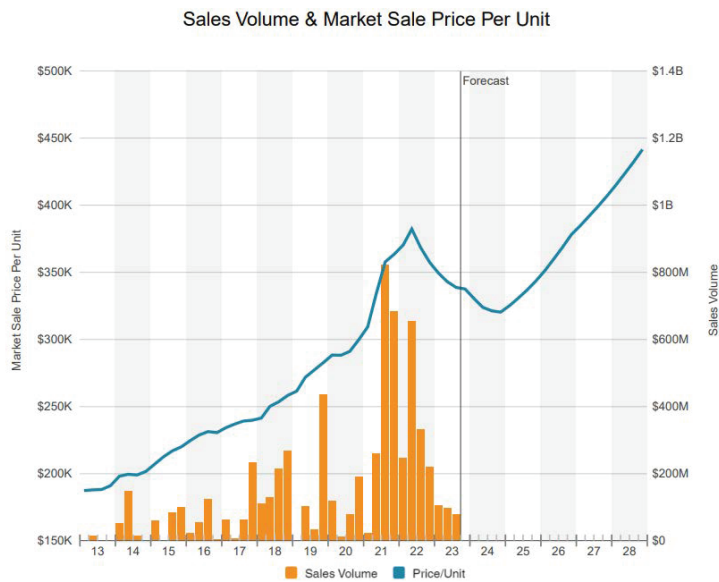
Each of the comparable sales sold in fee simple estate, like the subject, and no adjustment is needed for property rights. No atypical financing is known to have affected the transactions of the comparables and no adjustment is applied. No atypical sale conditions are known to have affected the transactions of the comparables and no adjustment is made.

Expenditure after the Sale

The demolition cost for the structures on Comparables One, Three, Four, and Five are estimated and applied as an expenditure after the sale. Unless otherwise provided, *Marshall Valuation Service* figures indicate that \$5.50 per square foot is reasonable for demolition costs and dumping fees. This amount is applied as an adjustment for expenditure after the sale.

Market Trends

The comparable properties sold from January 26, 2021 to September 22, 2023. Market trends have been volatile over this period of time and on through the date of valuation. Based on the data provided by CoStar that includes multifamily properties constructed after 2010, there was a sharp increase in both sales volume and price per unit coming out of the pandemic that has largely leveled off since interest rates began increasing in 2022. However, multifamily is forecasted to trend upward toward the end of next year. Land prices tend to be more volatile and developers tend to look beyond the immediate trends as development cycles take some time though they do tend to follow trends of improved sales. As a result, no adjustment is made for market trends.



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10/5/2023

Location

All of the comparables are found in the west bank of the Cumberland River within a short distance of the subject and are considered to have similar locations relative to the subject property. No adjustments are applied for location.

Site Size (Acres)

Due to economies of scale, larger sites generally sell for less per additional land unit than do smaller sites. The following is a graph of twelve developable residential land sales in the Gallatin, Tennessee area, showing their site size as expressed in acres versus the sale price per acre. The twelve sales sold from January 1, 2014 through May 1, 2016, and range from 1.52 acres through 50 acres.



The R-squared indication from the trend line indicates that the trend line explains approximately 58% of the variation in the data set. Adjustments are applied to the comparables based on the indication of the graph.

Utilities

The subject and all of the comparable properties are considered to have similar access to utilities and no adjustments are required.

Zoning

The subject is zoned Industrial General though it has been noted earlier that the location is undergoing some dynamic changes in development patterns. Properties along the river north and immediately south of the subject that were once zoned for industrial use have

been granted zoning changes to allow multifamily development. Most were purchased just before or after securing a zoning change with the intent to develop multifamily uses. Comparables One and Five have mixed use zonings, which allow for the high density mixed use development the developers desired. A developer would incur some cost in seeking to change the zoning and there is some risk to the buyer. As a result, they are adjusted downward for superior zoning. Comparables Two and Three have specific plan zonings, which carry a specifically approved plan. Because the city has already approved the plans, these comparables would be considered superior to the subject than Comparables One and Five. They receive more significant downward adjustments. Comparable Four is zoned IWD, which is a similar general purpose industrial focused zoning like the subject has. It is not adjusted.

Flood Zone

The subject is located in a flood hazard area. Two comparables are paired as follows, one in a flood hazard area and the other outside of a flood hazard area, with both located near each other in Clarksville, Tennessee.

Comp 1: 555 Alfred Thun Rd, Zoned M1, 1.9 AC, sold \$2.53/SF, September 8, 2010, Flood Zone X.

Comp 2: 211 Kraft St, Zoned M2, 0.909 AC, sold \$1.77/SF, August 4, 2011, Flood Zone AE.

The two comparables indicate a potential downward adjustment of as much as 30% for a location outside of a flood hazard area versus a location inside of one. Other factors may also be at work between the two comparables such as size and locational differences in Clarksville. As a result, the adjustments applied are less than indicated by the full indication by the two sales. A buyer would expect some flood risk due to the location on the river though the benefits of river views would offset the additional insurance and development cost of being in a flood hazard area.

View

The subject and Comparables One, Three Four, and Five are considered to have the potential to offer good views of the Cumberland River as well as Nashville skyline, while Comparable Two does not have potential water views. In order to gauge the effect of a skyline view on an urban residential property, a pairing is shown in the table that follows. The pairing includes two condominium units in the Eighth South development in the Melrose area of Nashville. The first unit is on the second floor and does not have city views. The second unit has the same floor plan as the first unit and is located directly three floors above the first, with excellent views of the Nashville skyline and surrounding areas.

Development	Unit	Sq. Ft.	View	Sale Date	Sale Price	Mkt. Trends	Adjust.
						Adjust.	Sale Price
Eighth South	211	910	Average	9/15/2017	\$292,500	\$5,610	\$298,110
Eighth South	511	910	Excellent	2/2/2018	\$324,750	\$0	\$324,750
Difference:							\$26,640
Implied Upward Adjustment:							8.9%
Implied Downward Adjustment:							8.2%



The pairing exhibits an implied downward adjustment of as much as 8.2%. A rounded 10% adjustment is applied to Comparable Two for its inferior views.

Sales Comparison Approach Conclusion – Land Valuation

The adjusted sales prices of the comparable properties range from \$34.88 to \$91.56; the average is \$54.95. All of the value indications have been considered in arriving at our final reconciled per square foot value of \$50.00. All of the comparables are recent sales located on the Cumberland River in areas of redevelopment like the subject. Comparable One is the most recent sale. It adjusted for smaller size and superior zoning. Comparable Two is smaller than the subject and has inferior views. Comparable Three was purchased for phase two of a large multifamily development by the neighboring property owner. It is given less weight. Comparable Four shares similar zoning with the subject and receives the lowest level of net and gross adjustments. Comparable Five is the least recent sale. It was purchased prior to much of the current redevelopment and likely does not reflect current market conditions. It is given less weight. Comparables One, Two and Four are given the greatest weight in arriving at the reconciled sales price per square foot.

Land Value, Current Market Value, As Is	
Indicated Value per Square Foot:	\$50.00
Subject Size:	315,374
Unadjusted Value Indication:	\$15,768,720
Demolition Adjustment:	(\$208,725)
Land Value Indication:	\$15,559,995
Rounded:	\$15,600,000

Adjustments to Value

Demolition Adjustment

The building improvements on the site no longer contribute to the value of the site. The cost to remove the improvements is subtracted from the opinion of market value of the subject site. The calculation is made by estimating the size of the improvements using satellite map measuring tools and multiplying the total square footage by the demolition cost per square foot indicated by Marshall Valuation Service. An entrepreneurial incentive is added to complete the adjustment.

Demolition Adjustment		
<u>Estimated Square Feet</u>	<u>Demolition Cost Per Square Foot</u>	<u>Total Cost</u>
33,000	\$5.50	\$181,500
	Entrepreneurial Incentive at 15%	\$27,225
	Demolition Adjustment:	(\$208,725)

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value: Premise: Market Value, As Is of the Subject Property
Interest: Fee Simple Date: October 3, 2023
Value Conclusion: \$15,600,000
Fifteen Million Six Hundred Thousand Dollars

Certification Statement

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- The appraisers have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Mark Watson, MAI, CVA has not made a personal inspection of the property that is the subject of this report.
- Dale Berry, MAI has made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



- As of the date of this report, Mark Watson, MAI, CVA and Dale Berry, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.



Mark Watson, MAI, CVA
TN-CG3655



Dale Berry, MAI
TN-CG4696

Definitions

The definitions in this section are drawn from *The Dictionary of Real Estate Appraisal, Sixth Edition*, published by The Appraisal Institute, Chicago, 2015. This is considered to be the authoritative text defining real estate valuation terminology. Exceptions or additional information are otherwise footnoted.

Absolute Net Lease: A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

As Is Market Value: The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.¹⁷

Business Enterprise: 1. A firm or individual producing goods or services. A business enterprise hires labor and purchases other inputs, selling its products or services to others. 2. An entity pursuing an economic activity.

Business Enterprise Value (BEV): The value contribution of the total intangible assets of a continuing business enterprise such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, customer base, and operating agreements.

Cold Dark Shell: Unfinished rental space for which the tenant is responsible for paying all costs of construction, i.e., tenant improvements and often equipment such as heating and air-conditioning systems; sometimes termed *cold shell*.

Construction Cost: The cost to build, particularly an improvement; includes the direct costs of labor and materials plus the contractor's indirect costs.

Convenience Center: Among the smallest of centers, with tenants that provide a narrow mix of goods and personal services to a very limited trade area. It may be anchorless or anchored by a small convenience store such as a minimart. This type of center may be configured in a straight line or have an L shape and has on-site parking usually located in the front of the stores. The size is usually 30,000 square feet or less in the United States or 40,000 square feet in Canada. The trade area usually comprises about one mile.

Deferred Maintenance: Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken

¹⁷ *Dictionary of Real Estate Appraisal, 6th Edition*, Appraisal Institute, Chicago, 2015. That source further references the Interagency Appraisal and Evaluation Guidelines, and includes the following statement: "Note that the use of the "as is" phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an "as is" value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards."

window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.

Deficiency: 1. An inadequacy in a structure or one of its components. 2. In mortgage finance, the difference between the amount of a debt and the market value of the loan collateral (i.e., the real property) acquired through foreclosure.

Deficit Rent: The amount by which market rent exceeds contract rent at the time of the appraisal; created by a lease favorable to the tenant, resulting in a positive leasehold, and may reflect uninformed or unusually motivated parties, special relationships, inferior management, a lease executed in a weaker rental market, or concessions agreed to by the parties.

Destination Shopping: 1. A classification of retail tenant and a type of shopping experience for which consumers have planned a specific purchase and trip to a store. A destination shopping experience often involves comparison shopping, and it can be considered the opposite of convenience shopping. 2. A shopping excursion to a commercial area combining complementary entertainment, dining, and retail functions.

Economic Feasibility: A condition that exists when prospective earning power is sufficient to pay a requisite rate of return on the completion cost (including indirect costs). In other words, the estimated value at completion equals or exceeds the estimated cost. In reference to a service or property where revenue is not a fundamental consideration, economic feasibility is based on a broad comparison of costs and benefits.¹⁸

Economic Life: The period over which improvements to real property contribute to property value.

Effective Age: The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age.

Excess Land: Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued separately.

Excess Rent: The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties.¹⁹

¹⁸ Where there is no economic feasibility but an improvement exists, the improvement is said to have Economic Obsolescence, a form of External Obsolescence.

¹⁹ Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized at a higher rate in the income capitalization approach.

Exposure Time: 1. The time a property remains on the market. 2. [The] estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (USPAP, ed.)

External Obsolescence: A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent.²⁰

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Functional Inutility: Impairment of the functional capacity of a property or building according to market tastes and standards; equivalent to functional obsolescence when ongoing change makes layouts and features obsolete and impairs value.

Functional Obsolescence: The impairment of functional capacity of improvements according to market tastes and standards.

Functional Utility: The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms.

Furniture, Fixtures, and Equipment (FF&E): Business trade fixtures and personal property, exclusive of inventory.

Going Concern: An ongoing operating business enterprise.²¹

Going Concern Value: The value of a business enterprise that is expected to continue to operate into the future. The intangible elements of Going Concern Value result from factors such as having a trained work force, an operational plant, and the necessary licenses, systems, and procedures in place.²²

²⁰ Economic Obsolescence, caused by the lack of economic feasibility but the existence of an improvement, is a form of External Obsolescence.

²¹ American Institute of Certified Public Accountants, *Statement on Standards for Valuation Services No. 1, International Glossary of Business Valuation Terms*.

²² Ibid.

Gross Building Area (GBA): 1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. 2. Gross leasable area plus all common areas. 3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the super-structure and substructure basement; typically does not include garage space.

Gross Leasable Area (GLA): Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.²³

Interim Use: The temporary use to which a site or improved property is put until a different use becomes maximally productive.

Investment Value: 1. The value of a property to particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS)

Land-to-Building Ratio: The proportion of land area to gross building area; one of the factors determining comparability of properties.

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.²⁴

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.²⁵

Negative Leasehold: A lease situation in which the market rent is less than the contract rent.

²³ The GLA is the standard measure for determining the size of shopping centers where rent is calculated based on the GLA occupied because it is the area for which tenants pay rent.

²⁴ The value of a leasehold interest can be either positive or negative depending on the relationship between market and contract rent.

²⁵ Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.

Net Rentable Area: The amount of space rented to the individual tenants excluding common areas.²⁶

Overage Rent: The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakpoint sales volume.

Positive Leasehold: A lease situation in which the market rent is greater than the contract rent.

Remaining Economic Life: The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of the structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.

Remaining Useful Life: The estimated period during which improvements will continue to provide utility; an estimate of the number of years remaining in the useful life of the structure or structural components as of the effective date of the appraisal; used in the breakdown method of estimating depreciation.

Rentable Area: For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Sandwich Lease: A lease in which an intermediate, or sandwich, leaseholder is a lessee of one party and the lessor of another. The owner of the sandwich lease is neither the fee owner nor the user of the property; he or she may be a leaseholder in a chain of leases, excluding the ultimate sublessee.

Sandwich Leaseholder: The lessor under a sandwich lease.

Sandwich Leasehold Estate: The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate.

Site Coverage Ratio: The gross area of the building footprint divided by the site area.

Stabilized Income: 1. An estimate of income, either current or forecasted, that presumes the property is at stabilized occupancy. 2. The forecast of the subject property's yearly average income (or average-equivalent income) expected for the economic life of the

²⁶ Arlen C. Mills, Richard L. Parli, and Anthony Reynolds, *The Valuation of Apartment Buildings*, 2nd ed. (Chicago: Appraisal Institute, 2008), 66.

subject property. 3. Projected income that is subject to change but has been adjusted to reflect an equivalent, stable annual income.

Stabilized Occupancy: 1. The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand. 2. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life.

Superadequacy: An excess in the capacity or quality of a structure or structural component; determined by market standards.

Surplus Land: Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

Usable Area: 1. For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called *net building area* or *net floor area*. 2. The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.

Useful Life: The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed.

Use Value: The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.

Value in Use: The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually.

Vanilla Box: Partially finished interior improvements consisting of taped and finished demising partitions ready for painting or wall covering, suspended ceiling grid (or its equivalent) with lighting, and finished floor surface ready for installation of carpeting, vinyl composition tile, or wood. Sometimes referred to as *vanilla box finish*.

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Moffett-Revell LLC. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise state in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.



Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Moffett-Revell LLC's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Moffett-Revell LLC has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

Addenda

1. Appraiser Qualifications
2. Flood Map
3. Wetlands Map
4. Soils Analysis
5. Subject Deeds

Professional Qualifications

Mark T Watson, MAI, CVA

Experience

- 1993-1997: Residential staff appraiser, Barbee & Associates, Raleigh, North Carolina
- 1997-1999: Commercial staff appraiser, Pritchett, Ball & Wise, Atlanta, Georgia
- 1999-2001: Appraisal subcontractor, MBA candidate
- 2001-2002: Associate, Real Estate Tax Dept, PricewaterhouseCoopers, LLP, Atlanta, Georgia
- 2002-2005: Senior Analyst, Integra Realty Resources, Columbia, South Carolina
- 2005-2010: Senior Analyst, Integra Realty Resources, Nashville, Tennessee
- 2010-Present: Director, Moffett-Revell LLC, Nashville, Tennessee
- Have completed a wide array of real estate valuation assignments on all major property types including agricultural, residential, retail, office, industrial, multi-family, vacant land, subdivision, and special purpose properties.
- Have been expert witness in administrative court and property tax board of equalization.
- Have performed right of way appraisals for the Tennessee Department of Transportation, Local Public Entities, and utility providers.
- Experience in business valuation for partnership buyouts, planned sales, and lending purposes.

Professional Activities & Affiliations

- MAI Designation, Appraisal Institute.
- CVA Designation, National Association of Certified Valuers and Analysts
- Tennessee Department of Transportation – Approved Appraiser
- Member of the International Right of Way Association (IRWA)

Real Estate Certifications

- Tennessee, TN Certified General, CG3655
- Alabama, AL Certified General, C00750
- Kentucky, KY Certified General, 003880
- Georgia, GA Certified General, 6131

Education

- Bachelor of Arts, Economics and Spanish, 1996 - The University of North Carolina at Chapel Hill
- Master of Business Administration, Concentration: Accounting, 2001 - University of South Carolina, Columbia, SC
- Successfully passed Level I exam toward CFA Charter (Chartered Financial Analyst)

13520429

State of Tennessee

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
MARK THOMAS WATSON II

This is to certify that all requirements of the State of Tennessee have been met.



ID NUMBER: 3655
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Professional Qualifications

Dale K. Berry, MAI

Experience

- 2014: Commercial Real Estate Senior Analyst, Moffett-Revell LLC
- 2011-2014: Commercial Real Estate Analyst, Moffett-Revell LLC
- 2001-2008 Director of Human Resources, Boozer Lumber Company, Columbia, SC

Professional Activities & Affiliations

- MAI Designation, Appraisal Institute.

Licenses

Tennessee, TN Certified General, CG4696

Education

- Bachelor of Science in Business Administration, 1994, University of South Carolina, Columbia, SC

13125874

State of Tennessee

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
DALE KIMBALL BERRY

This is to certify that all requirements of the State of Tennessee have been met.



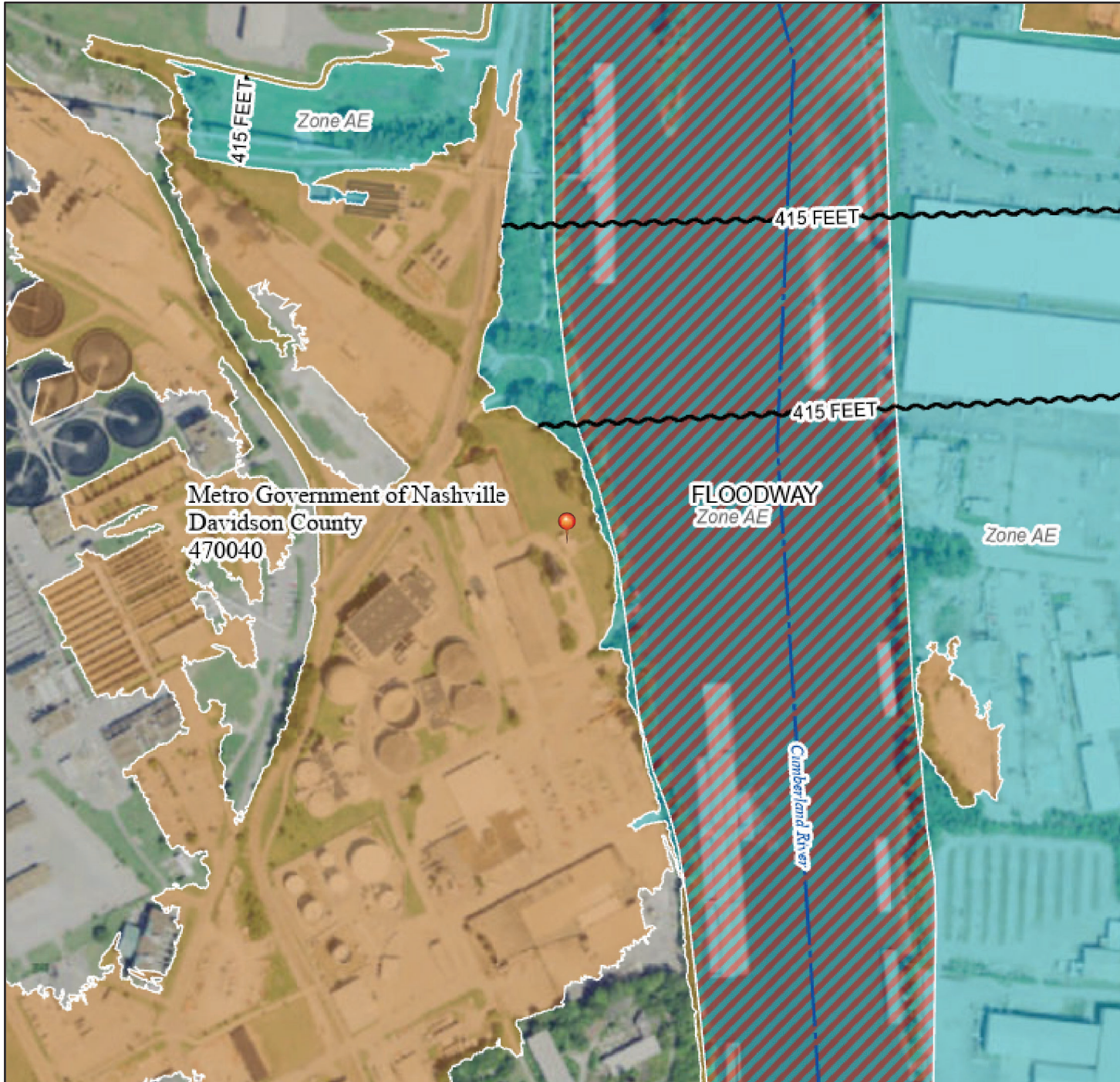
ID NUMBER: 4696
LIC STATUS: ACTIVE
EXPIRATION DATE: August 31, 2024

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

National Flood Hazard Layer FIRMette



86°47'21"W 36°11'22"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | | |
|-----------------------------|--|---|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE)
Zone A, V, A99 |
| | | With BFE or Depth Zone AE, AO, AH, VE, AR |
| | | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
| | | Future Conditions 1% Annual Chance Flood Hazard Zone X |
| | | Area with Reduced Flood Risk due to Levee. See Notes. Zone X |
| | | Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard Zone X |
| | | Effective LOMRs |
| GENERAL STRUCTURES | | Area of Undetermined Flood Hazard Zone D |
| | | Channel, Culvert, or Storm Sewer |
| OTHER FEATURES | | Levee, Dike, or Floodwall |
| | | 20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation |
| MAP PANELS | | Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| | | Profile Baseline |
| | | Hydrographic Feature |
| | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |
| | | The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location. |



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/2/2023 at 6:38 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet

1:6,000 137

86°46'44"W 36°10'53"N

Cement Plant Rd



October 3, 2023

Wetlands

- | | | | | | |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland |  | Lake |
|  | Estuarine and Marine Wetland |  | Freshwater Forested/Shrub Wetland |  | Other |
| | |  | Freshwater Pond |  | Riverine |

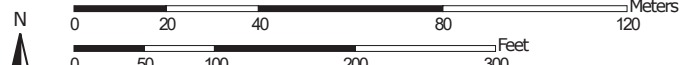
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Small Commercial Buildings—Davidson County, Tennessee



Soil Map may not be valid at this scale.

Map Scale: 1:1,640 if printed on A portrait (8.5" x 11") sheet.

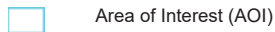


Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



MAP LEGEND

Area of Interest (AOI)



Area of Interest (AOI)

Background



Aerial Photography

Soils

Soil Rating Polygons



Very limited



Somewhat limited



Not limited



Not rated or not available

Soil Rating Lines



Very limited



Somewhat limited



Not limited



Not rated or not available

Soil Rating Points



Very limited



Somewhat limited



Not limited



Not rated or not available

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Davidson County, Tennessee

Survey Area Data: Version 21, Sep 12, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 31, 2019—Nov 2, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Small Commercial Buildings

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
Ln	Lindell-Urban land complex	Very limited	Lindell (60%)	Flooding (1.00) Depth to saturated zone (0.39)	7.4	98.7%
W	Water	Not rated	Water (100%)		0.1	1.3%
Totals for Area of Interest					7.5	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	7.4	98.7%
Null or Not Rated	0.1	1.3%
Totals for Area of Interest	7.5	100.0%

Description

ENG - Engineering

Small commercial buildings are structures that are less than three stories high and do not have basements. The foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of 2 feet or at the depth of maximum frost penetration, whichever is deeper. The ratings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility (which is inferred from the Unified classification of the soil). The properties that affect the ease and amount of excavation include flooding, depth to a water table, ponding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

BILL GARRETT, Davidson County

Trans: T20090087001 DEEDQC

Recvd: 12/29/09 09:20 3 pgs

Fees: 18.00 Taxes: 2969.25



20091229-0117738

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

QUITCLAIM DEED

Address New Owner:	Send Tax Bills To:	Map/Parcel Numbers:
Signal Mountain Sales Company, LLC c/o Buzzi Unicem USA Inc. Attention: Tax Department 100 Brodhead Road Bethlehem, PA 18017-8989	Same	082-21.00

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SIGNAL MOUNTAIN CEMENT COMPANY, a Delaware corporation (the "Grantor"), hereby quitclaims and conveys to SIGNAL MOUNTAIN SALES COMPANY, LLC, a Delaware limited liability company, and its successors and assigns (the "Grantee"), all of its right, title and interest in and to certain real property in Davidson County, Tennessee, more particularly described on Exhibit A attached hereto.

This is improved property known as 1818 Cement Plant Road, Nashville, Tennessee.

IN WITNESS WHEREOF, the undersigned Grantor has executed has caused this instrument to be executed by its duly authorized representative as of the 29th day of December, 2009.

GRANTOR:

SIGNAL MOUNTAIN CEMENT COMPANY

By: _____

Name: Dick Beese

Title: Senior VP + Chief Financial Officer

STATE OF Pennsylvania)

COUNTY OF Northampton)

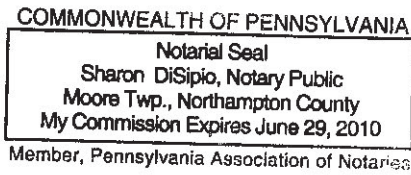
Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Dirk Beese, with whom I am personally acquainted, and who acknowledged that s/he executed the within instrument for the purposes therein contained, and who further acknowledged that s/he is the Sr. VP + CFO of Signal Mountain Cement Company, a Delaware corporation, and is authorized to execute this instrument on its behalf.

WITNESS my hand, at office, this 23rd day of December, 2009.

Sharon DiSipio
Notary Public

My Commission Expires:

June 29, 2010



STATE OF Pennsylvania)

COUNTY OF Northampton)

The actual consideration for this transfer is \$802,500.00.

Signal Mountain Cement Company
By: Nancy K. Kuhl
VP + Controller

Sworn to and subscribed before me this 23rd day of December, 2009.

Sharon DiSipio
Notary Public

My Commission Expires:

June 29, 2010

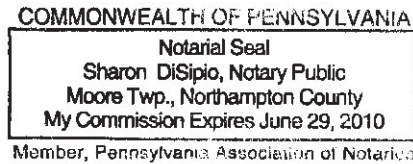


EXHIBIT A

A tract of land located in Metropolitan Nashville, Davidson County, Tennessee, being lots 10, 11, 12, 13, 14, 15, and 16 of the O'Shaughnessy Plan and all of lots 3, 4, 5, and 6 along with parts of lots 1 and 2 of the Hugh F. McGavock Plan, both of which plans are recorded as combined in Book 021, page 119, Register's Office of Davidson County, Tennessee, and also including a portion of Burns Street as closed by the Davidson County Quarterly Court as evidenced in said Court's Minute Book C-1, Page 020, Davidson County Clerk's Office and more particularly described as follows: Beginning at an iron pin set at the intersection of the former centerline of Burns Street with the Southeastern right-of-way of Second Avenue north (said section of second Avenue North being as established by the Davidson County Quarterly Court, and evidenced in and Court's Minute Book B-1, Davidson County Clerk's Office), and proceeding as follows: With said right-of-way, North 31 degrees, 36 minutes, 02 seconds East, a distance of 127.47' to an iron pin; thence, continuing with said right-of-way, in a curve to the left having a radius of 260.00', an arc length of 111.97' to an iron pin; thence, continuing with said right-of-way, North 06 degrees, 55 minutes, 32 seconds east, a distance of 150.98' to an iron pin; thence, leaving said right-of-way, and with

the southwestern boundary of the property conveyed to Marquette Cement Manufacturing Company be deed of record in Book 4661, Page 451, R.O.D.C., Tennessee, South 59 degrees, 52 minutes, 46 seconds East, passing an iron pin at 305.00', a total distance of 393.5', more or less, to the 392 foot contour along the bank of the Cumberland River; thence, with said 392 foot contour, in a southerly direction, a distance of 490.00', more or less, to a point, said point being the original Eastern common corner of lots 9 and 10 as shown on said O'Shaughnessy Plan; thence, with the common line between said lots 9 and 10, South 56 degrees, 39 minutes, 33 seconds West, passing an iron pin at 52.58", a total distance of 412.00', more or less, to a P-K nail set in the former centerline of said Burns Street; thence, with said former centerline, North 26 degrees, 20 minutes, 38 seconds West, a distance of 586.59' to the beginning and containing 7.03 acres, more or less, according to a survey by Barry Greer and Associates, dated January 3, 1983. Being the same property conveyed by quitclaim deed recorded in Book 10221, page 609.

For prior title, see deed recorded in Book 635, page 089 and Book 502, Page 079 in the Register's office of Davidson County, Tennessee.

Together with all such title and rights as may remain with Grantor in and to the property subject to the flowage easement conveyed to the United States of America as recorded in Book 2195, Page 167, Register's Office, Davidson County, Tennessee.

Together with all rights, title and interest which the Grantors may have in any roads, streets, ways, strips, etc., railroad rights of way (including all tracks or other railroad apparatus located thereon) and the banks and beds of all rivers and streams abutting, adjoining or traveling said property.

BEING THE SAME property conveyed by deed of record as Instrument 20020501-053667, Register's Office for Davidson County, Tennessee.

8306898.2

Davidson County AFFIDAVIT
Recvd: 01/12/10 11:04 5 pgs
Fees:27.00 Taxes:0.00
20100112-0002851

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

AFFIDAVIT

The undersigned hereby certifies as follows:

1. Signal Mountain Sales Company, LLC, a Delaware limited liability company ("SMSC"), is the record owner of the property commonly known as 1818 Cement Plant Road, Nashville, Tennessee, such property being more particularly described in that certain Quitclaim Deed of record as Instrument No. 20091229-0117738, Register's Office for Davidson County, Tennessee.
2. Pursuant to the documentation more particularly described in the following paragraph, River Cement Sales Company, a Delaware corporation ("RCSC"), is the successor-in-interest to SMSC.
3. Pursuant to that certain Certificate of Merger filed on December 23, 2009, with the Delaware Secretary of State, and made effective December 31, 2009, a copy of which is attached hereto as Exhibit A, SMSC merged with and into RCSC, with RCSC being the surviving corporation.

IN WITNESS WHEREOF, the undersigned has caused this Affidavit to be executed by its duly authorized representative as of the 7th day of January, 2010.

RIVER CEMENT SALES COMPANY

By:

David S. Rifkind

Vice President & General Counsel

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF NORTHAMPTON)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, David S. Rifkind, with whom I am personally acquainted, and who acknowledged that s/he executed the within instrument for the purposes therein contained, and who further acknowledged that s/he is the Vice President & General Counsel of River Cement Sales Company, a Delaware corporation, and is authorized to execute this instrument on its behalf.

WITNESS my hand, at office, this 7th day of January, 2010.

Sharon DiStasio
Notary Public

My Commission Expires:

June 29, 2010

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Sharon DiStasio, Notary Public
Moore Twp., Northampton County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

Nashville, TN

EXHIBIT A

[Certificate of Merger]

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SIGNAL MOUNTAIN SALES COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "RIVER CEMENT SALES COMPANY" UNDER THE NAME OF "RIVER CEMENT SALES COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2009, AT 5:19 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2009.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3059436 8100M

091134476

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7737354

DATE: 01-05-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:19 PM 12/23/2009
FILED 05:19 PM 12/23/2009
SRV 091134476 - 3059436 FILE

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY
INTO A
DOMESTIC CORPORATION**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is River Cement Sales Company, a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is Signal Mountain Sales Company, LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is River Cement Sales Company

FOURTH: The merger is to become effective on December 31, 2009

FIFTH: The Agreement of Merger is on file at 100 Brodhead Road, Suite 230 Bethlehem, PA 18017, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be it's Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 29th day of December, A.D., 2009

By: [Signature]
Authorized Officer

Name: Dirk Beese

Print or Type

Title: Sr. VP & CFO

Affidavit

I, Bartlett C. Arnold , do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

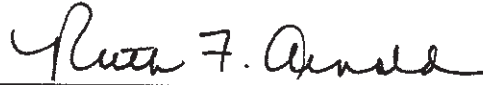


Signature

State of Tennessee

County of Davidson

Personally appeared before me, Ruth F. Arnold, a notary public for this county and state, Bartlett C. Arnold, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Notary signature

Notary Seal:



My Commission Expires AUG. 23, 2011



November 1, 2023

To: Mike Atchison Metro Water Services

Re: 1818 CEMENT PLANT ROAD
Planning Commission Mandatory Referral 2023M-013PR-001
Council District #19 Jacob Kupin, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for an approval to submit an ordinance authorizing the Director of Public Property Administration, or his designee, to purchase a certain parcel of property located at 1818 Cement Plant Road. Metro Water Services intends to expand its Biosolids operations on said property. The property to be acquired through negotiation and/or condemnation.

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Christopher Paulsen at Christopher.paulsen@nashville.gov or 615-880-2452.

Sincerely,

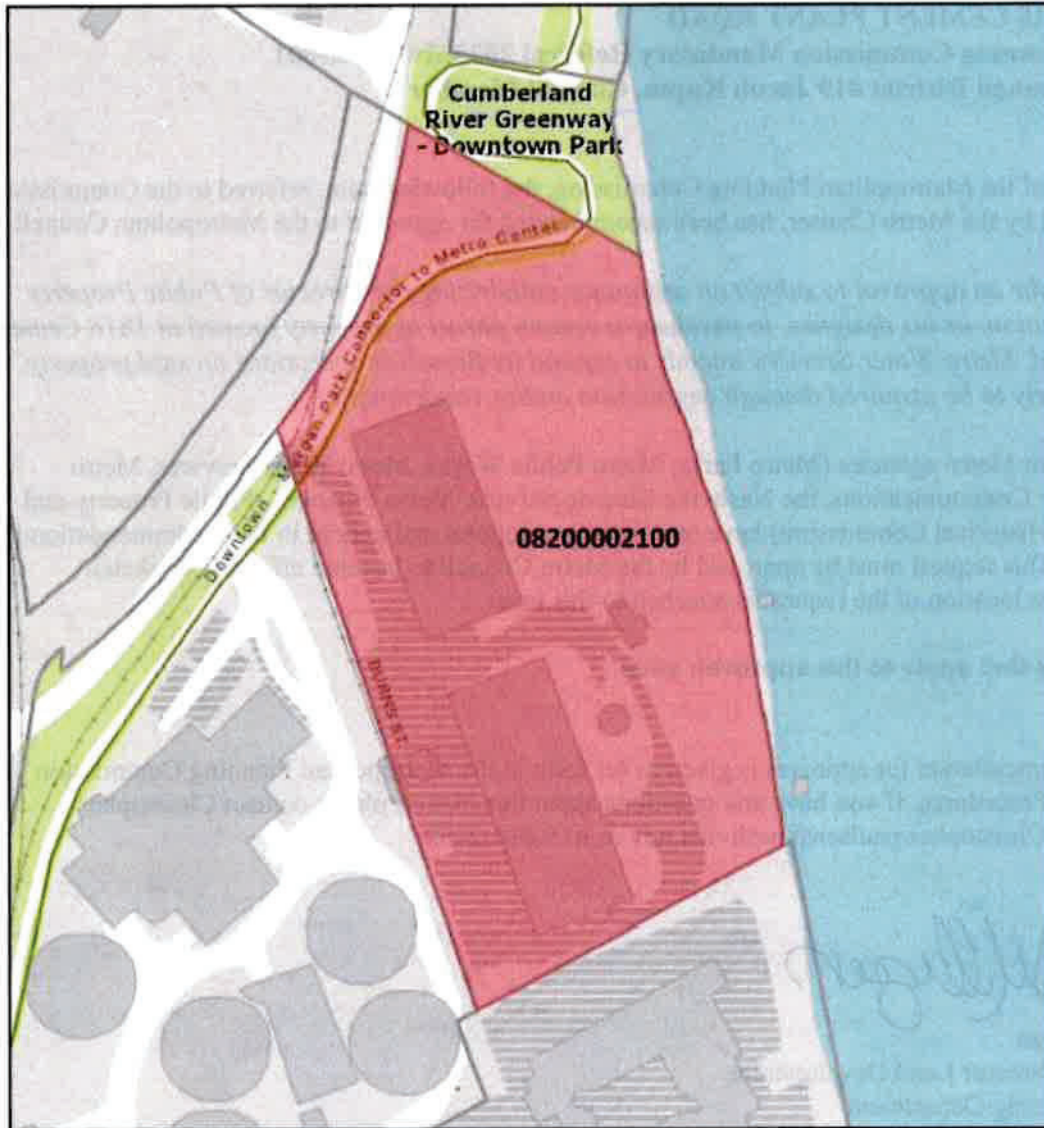
A handwritten signature in blue ink, appearing to read "Lisa Milligan". The signature is fluid and cursive.

Lisa Milligan
Assistant Director Land Development
Metro Planning Department
cc: *Metro Clerk*

Re: 1818 CEMENT PLANT ROAD
Planning Commission Mandatory Referral 2023M-013PR-001
Council District #19 Jacob Kupin, Council Member

A request for an approval to submit an ordinance authorizing the Director of Public Property Administration, or his designee, to purchase a certain parcel of property located at 1818 Cement Plant Road. Metro Water Services intends to expand its Biosolids operations on said property. The property to be acquired through negotiation and/or condemnation.

Nashville / Davidson County Parcel Viewer



October 24, 2023

- Override 1
- graphicsLayer2

1818 Cement Plant Road
Parcel 08200002100




Scott Potter, Director

Water and Sewerage Services
Nashville, TN 37208

November 2, 2023

TO: Vice Mayor Angie Henderson & Members of Metro Council

FROM: Scott Potter, Director 
Water and Sewerage Services

RE: **Suspension of the Rule 11**

I plan to introduce a late ordinance authorizing The Metropolitan Government of Nashville and Davidson County to acquire through negotiations, condemnation, or fee simple purchase, a parcel of real property known as 1818 Cement Plant Road for the expansion of Biosolids operations.

A copy of the ordinance is on the reverse side of this memo. This ordinance is being submitted as an emergency late item this evening because this parcel is a critical component of the long-range plan for the Central Wastewater Biosolids operations and it needs to be on this agenda to ensure that Metro can expand the current sustainable methods of treating wastewater.

I am, therefore, asking your support as I request a suspension of Rule 11 to allow the ordinance to be introduced this evening. Further, I respectfully request your favorable consideration.